

RESOLUTION
OF
HARVESTON ECONOMIC DEVELOPMENT DISTRICT

On motion of Councilman Hudson, seconded by Councilwoman Wicker,
the following resolution was adopted:

A RESOLUTION OF THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT ELECTING OFFICERS OF THE DISTRICT; INTRODUCING AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF TAXES WITHIN THE BOUNDARIES OF THE DISTRICT; CONSIDERING THE AUTHORIZATION OF THE PLEDGE AND ASSIGNMENT OF SUCH TAXES TO THE DEVELOPER OF THE PROPERTY IN THE DISTRICT PURSUANT TO A PLEDGE AND ASSIGNMENT AGREEMENT TO BE REVIEWED AND APPROVED BY THE DISTRICT; REVIEWING THE FORMS OF A COOPERATIVE ENDEAVOR AGREEMENT AND COLLECTION AGREEMENT TO BE APPROVED BY THE DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, the Harveston Economic Development District (the "District") was formed by the Metropolitan Council of the City of Baton Rouge and Parish of East Baton Rouge (the "Metropolitan Council"), acting as the governing authority of the Parish of East Baton Rouge, State of Louisiana (the "Parish"), pursuant to Metropolitan Council Ordinance 17212 adopted on December 11, 2019 (the "Ordinance"); and

WHEREAS, the purpose of the District is to provide for cooperative economic development among the City of Baton Rouge/Parish of East Baton Rouge, State of Louisiana (the "City/Parish"), SLP Development LLC, a Louisiana limited liability company and the developer of property within the District (the "Developer"), and the District, in order to provide for the development of, and dramatic improvement to, the property within the District into a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases (the "Project") as set forth on the site and economic development plan (the "Development Plan") and as authorized by Section 30 of Article VI and Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and Chapter 27 of Title 33 of the Louisiana

Revised Statutes of 1950 (La. R.S. 33:9020 through 33:9040, inclusive), as amended (the "Act"); and

WHEREAS, pursuant to the Act, the District has and exercises all the powers and authority of a political subdivision necessary or convenient for the carrying out of its objects and purposes; and

WHEREAS, pursuant to the Act, the District is authorized to levy and collect within the District up to two percent (2%) of sales taxes (the "District Sales Tax") and up to two percent (2%) of hotel occupancy taxes (the "District Hotel Tax" and, together with the District Sales Tax, each individually, a "Tax" and collectively, the "Taxes"); and

WHEREAS, pursuant to the Act, the Taxes shall be imposed by ordinance (the "Ordinance"), substantially in the form introduced at this meeting and attached hereto as Exhibit A, subject to changes approved by counsel to the District, to be considered for adoption by the District after a public meeting is held at a future meeting of the Metropolitan Council, acting as the governing authority of the District (the "Governing Authority"); and

WHEREAS, the District shall use the proceeds of the Taxes as security and/or payment for bonds, notes, debentures, certificates, receipts or other obligations ("Project Obligations") of the Developer issued to fund the costs of the Project ("Project Costs"). The proceeds of the Taxes will be used to fund any such Project Obligations, including, but not limited to, costs related to planning, financing, constructing, furnishing, expanding, operating and equipping of the Project and all professional fees and expenses necessary therefor, as may be more specifically set forth in the Cooperative Endeavor Agreement by and among the District, City/Parish, and Developer (the "CEA"), substantially in the form attached hereto as Exhibit B, subject to changes approved by counsel to the parties; and

WHEREAS, the proceeds of the Taxes may be pledged and assigned by the District to the Developer pursuant to a Pledge and Assignment Agreement (the "Pledge"), substantially in the form attached hereto as Exhibit C, subject to changes approved by counsel to the parties thereto; and

WHEREAS, the collection of the Taxes will be handled on behalf of the District by the Tax Administrator of the City/Parish pursuant to a Collection Agreement between the City/Parish and the District (the "Collection Agreement"), substantially in the form attached hereto as Exhibit D, subject to changes approved by counsel to the parties thereto; and

WHEREAS, the District has reviewed and desires to approve the Development Plan in the form attached hereto as Exhibit E;

NOW, THEREFORE, BE IT RESOLVED by the Metropolitan Council of the Parish of East Baton Rouge and the City of Baton Rouge that:

Section 1. The Development Plan in the form attached hereto as Exhibit E is hereby approved.

Section 2. The following offices of the Metropolitan Council shall hold the offices of the District as set forth below:

President Pro-Tempore of Metropolitan Council	Chairman
Council Member, District 3	Vice Chairman
Council Administrator-Treasurer	Secretary-Treasurer

Section 3. The District shall have no seal and all documents of the District shall be valid when executed by a duly authorized officer or officers.

Section 4. The District shall have a fiscal year that shall begin on the 1st day of January and end on the 31st day of December of each year.

Section 5. The domicile of the Governing Authority shall be 222 Saint Louis Street, Room 364, Baton Rouge, Louisiana 70802.

Section 6. The regular meetings of the Governing Authority will be open to the public and will be held annually at such times as the Governing Authority may determine.

Section 7. The posted written notice and agenda of the public meeting of the District, pursuant to Chapter 1 of Title 42 of the Louisiana Revised Statutes of 1950, as amended (the "Open Meetings Law"), is hereby ratified by the Governing Authority.

Section 8. The District hereby introduces the Ordinance, substantially in the form attached hereto as Exhibit A, subject to changes approved by counsel to the District, to be considered for adoption after a public hearing is held by the District on the question thereof at the next meeting of the Governing Authority of the District, to be held at the offices of the Metropolitan Council, at 222 Saint Louis Street, Room 364, Baton Rouge, Louisiana 70802 on September 9, 2020, in accordance with the requirements of Chapter 27 of Title 33 and Section 19.1 of Title 42 of the Louisiana Revised Statutes of 1950, as amended. The District hereby approves the form of Notice of Public Hearing and shall cause said Notice of Public Hearing, substantially in the form attached hereto as Exhibit F, to be published in *The Advocate*, the official journal of the District, as required by statute.

Section 9. The District has received and will review the form of, and the Chairman, Vice Chairman, and Secretary-Treasurer of the District are hereby authorized to take any and all actions convenient or necessary to facilitate the Project and to execute the CEA, the Pledge, and the Collection Agreement, substantially in the forms attached hereto as Exhibit B, Exhibit C and Exhibit D, respectively, subject to changes approved by counsel to the parties, for the purpose of performing all actions necessary to levy and collect the Taxes and providing the proceeds of such Taxes as security and/or payment for the Project Obligations, as defined therein. The Chairman of the District is hereby empowered, authorized, and directed to execute, for and on behalf of the District, the CEA, Pledge and the Collection Agreement.

Section 10. Any specific resolutions that may be required to have been adopted by the District in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Chairman, Vice Chairman, and Secretary-Treasurer of the District, or any of them acting individually, as the District's duly authorized representatives, be, and hereby is, authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto.

Section 11. Any past actions by the Chairman, Vice Chairman, or Secretary-Treasurer of the District with respect to any of the matters described herein, including but not limited to any of the documents or instruments described hereinabove, are hereby ratified and confirmed as the acts and deeds of this District.

The foregoing resolution shall become effective immediately following its adoption. The foregoing resolution, having been submitted to a vote, was declared adopted this 2nd day of September, 2020, by the following vote:

Yeas: Councilwoman Amoroso, Councilwoman Banks, Councilman Cole, Councilman Hudson, Councilman Loupe, Councilwoman Racca, Councilman Watson, Councilwoman Wicker, and Councilman Wilson

Nays: None

Absent: Councilwoman Collins-Lewis, Councilwoman Green, and Councilman Welch

SIGNATURE PAGE TO
RESOLUTION
OF
HARVESTON DEVELOPMENT DISTRICT

METROPOLITAN COUNCIL,
Governing Authority of the District

By: _____
Name: _____
Its: Chairman

By: _____
Name: _____
Its: Vice Chairman

By: _____
Name: _____
Its: Secretary-Treasurer

EXHIBIT A

Form of Ordinance Introduced for Public Hearing on September 9, 2020

The Metropolitan Council of the City of Baton Rouge and Parish of East Baton Rouge, State of Louisiana (the "Metropolitan Council"), acting as the governing authority of the Harveston Economic Development District (the "District") met on September 9, 2020 at 4:00 p.m. in an open and public session and held a public hearing at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, with a notice and agenda for such public session posted in advance in accordance with the Louisiana Open Meetings Laws, to hear any objections to the adoption of an Ordinance introduced by the Metropolitan council on September 2, 2020 at 4:00 p.m. in an open and public session at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, with a notice and agenda for such public session also posted in accordance with the Louisiana Open Meetings Laws. With no objection, the following Ordinance was brought up for final passage on the motion of Councilman Loupe and seconded by Councilman Watson:

AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF SALES AND HOTEL OCCUPANCY TAXES WITHIN THE BOUNDARIES OF THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT; PROVIDING FOR THE ASSESSMENT, COLLECTION, PAYMENT AND DEDICATION OF SUCH TAXES AND THE PURPOSES FOR WHICH THE PROCEEDS OF SAID TAXES MAY BE EXPENDED; PROVIDING FOR THE EFFECTIVE DATE OF SUCH TAXES PURSUANT TO SECTION 9038.39 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the District was formed by the Metropolitan Council, acting as the governing authority of the Parish of East Baton Rouge, State of Louisiana (the "Parish"), pursuant to Metropolitan Council Ordinance 17212 adopted on December 11, 2019 (the "Creation Ordinance"); and

WHEREAS, the purpose of the District is to provide for cooperative economic development among the City of Baton Rouge/Parish of East Baton Rouge, State of Louisiana (the "City/Parish"), SLP Development LLC, a Louisiana limited liability company and the developer of property within the District (the "Developer"), and the District, in order to provide for the development of, and dramatic improvement to, the property within the District into a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases (the "Project") as set forth on the site and economic development plan (the "Development Plan") and as authorized by Section 30 of Article VI and Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (La. R.S. 33:9020 through 33:9040, inclusive), as amended (the "Act"); and

WHEREAS, pursuant to the Act, the District has and exercises all the powers and authority of a political subdivision necessary or convenient for the carrying out of its objects and purposes; and

WHEREAS, pursuant to the Act, the District is authorized to levy and collect up to two percent (2%) of sales taxes and up to two percent (2%) of hotel occupancy taxes within the District; and

WHEREAS, pursuant to the Act, the taxes authorized thereunder shall be imposed by ordinance adopted by the District, acting by and through its governing authority, the Metropolitan Council; and

WHEREAS, in compliance with the aforesaid statutory authority, it is the desire of the Metropolitan Council to levy the taxes authorized under the Act within the boundaries of the District and provide for the collection thereof and other matters in connection therewith as hereinafter provided in this ordinance; and

WHEREAS, the Metropolitan Council met in an open and public session and held a public hearing at the offices of District on September 2, 2020, at 4:00 p.m. (the "Intro Meeting"), after

first posting an advance notice and agenda for such public meeting in accordance with the Louisiana Open Meetings Law; and

WHEREAS, at the Intro Meeting, the Metropolitan Council announced its intent to levy and collect the District Sales Tax and introduced this ordinance (this “Ordinance”) for adoption, as set forth on the agenda for the Intro Meeting; and

WHEREAS, subsequent to the Intro Meeting, the Metropolitan Council, acting as the governing authority of the District, met again in an open and public session and held a public hearing at the offices of the District on September 9, 2020 at 4:00 p.m. (the “Public Meeting”), after first posting an advance notice and agenda for such public hearing in accordance with the Louisiana Open Meetings Law, for the purposes of, among other things, hearing any objections to the adoption of this Ordinance; and

WHEREAS, after hearing no objection, this Ordinance was brought up for final passage on the motion of Councilman Loupe and seconded by Councilman Watson, and was passed upon the affirmative vote of the members of the Metropolitan Council;

NOW, THEREFORE, BE IT ORDAINED by the Metropolitan Council, acting as the governing authority of the District for all purposes:

SECTION 1. Definitions. Capitalized terms not otherwise defined herein shall have the following prescribed meanings:

“City/Parish” shall mean the City of Baton Rouge/Parish of East Baton Rouge, State of Louisiana.

“Collection Agreement” shall mean that certain Collection Agreement by and between the City/Parish and the District providing for the collection of the Taxes within the District Boundaries and disposition of proceeds thereof.

“Cooperative Endeavor Agreement” shall mean that certain Cooperative Endeavor Agreement by and between the District, City/Parish, and Developer.

“Creation Ordinance” shall mean Metropolitan Council Ordinance 17212 adopted on December 11, 2019.

“Developer” means SLP Development LLC, a Louisiana limited liability company, and any one or more former or subsequent developer of all or a portion of the Development Property, and its or their respective successors and assigns.

“Development Property” shall mean the property located within the District Boundaries that is to be developed by the Developer.

“District Boundaries” shall be as described in the Creation Ordinance.

“District Occupancy Tax” shall mean a tax upon the occupancy of hotel and motel rooms located within the District.

“District Sales Tax” shall mean a tax upon the sale at retail, the use, the consumption, the distribution and storage, and the lease or rental of tangible personal property and the sale of services within the District.

“Person” shall have the same definition as that contained in Section 301(8) of Chapter 2 of Title 47 of the La. Revised Statutes of 1950, as amended.

“Project” shall mean the development and construction of a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases.

“Project Costs” shall mean all costs incurred by Developer in connection with the acquisition, renovation, expansion, restoration, development, operation and equipping of the Development Property, including but not limited to costs related to planning, financing,

constructing, furnishing, operating and equipping of the Development Property and all professional fees, hard costs, soft costs and expenses incurred from time to time in connection with the same, whether past, present or future costs and expenses, which costs and expenses shall include those incurred by Developer in connection with the Project.

“Project Obligations” shall mean bonds, notes, debentures, assignments, certificates, debt instruments, costs, expenses, receipts, leases or other obligations issued, paid or incurred by or on behalf of Developer or the District to finance or refinance all or a portion of the Project Costs, including, but not limited to, interim financing, permanent financing, one or more refinancing, senior and subordinated liens and various series of such obligations.

“Taxes” shall mean, collectively, the District Sales Tax and the District Occupancy Tax levied and collected within the District Boundaries pursuant to this Ordinance in order to provide funds for the purposes of the District.

“Tax Collector” shall mean the Tax Administrator of the City/Parish.

SECTION 2. Levy. Pursuant to the Act, there be, and there is hereby levied, the Taxes within the District beginning on the date of adoption of this Ordinance and terminating on the earlier to occur of either the (i) date that is one year after the date all Project Obligations and all loans, bonds, notes, or other evidences of indebtedness of the District, including, but not limited to, refunding bonds, secured in whole or part by the Taxes are paid in full as to both principal and interest (but not with respect to any one or more refinancings), or (ii) date that is forty (40) years from the date on which the Taxes are first levied and collected within the District Boundaries, for the aforementioned purposes, all in the manner and subject to the provisions and terms of those provisions of the Act applicable to the District, which Taxes shall be levied and collected at the rates set forth in Section 3, below.

SECTION 3. Tax Rates.

(a) District Sales Tax Rate. The District Sales Tax is hereby levied at a rate of two percent (2%). The District Sales Tax is levied under the authority of Louisiana Revised Statute 33:9038.39 and is to be collected in addition to any other sales taxes in existence or permitted to be in existence within the District.

(b) District Occupancy Tax Rate. The District Occupancy Tax is hereby at a rate of two percent (2%). The District Occupancy Tax is levied under the authority of Louisiana Revised Statute 33:9038.39 and is to be collected in addition to any other sales taxes in existence or permitted to be in existence within the District.

SECTION 4. Collection.

(a) The Taxes shall be paid to the Developer or its agent(s) or designee(s) by the persons who pay taxes within the District Boundaries.

(b) Pursuant to the Collection Agreement, the proceeds of the Taxes collected within the District Boundaries shall be paid by the Developer to the Tax Collector, upon forms prescribed, prepared and furnished by the Tax Collector, and the District’s portion of the proceeds of the Taxes shall thereafter be remitted to the Developer or its designee, all in accordance with and subject to the terms and provisions of the Collection Agreement, as it may be amended from time to time.

SECTION 5. Duties of Tax Collector.

Pursuant to the Collection Agreement, the Tax Collector shall prepare and furnish the necessary forms for the collection of the proceeds of the Taxes collected within the District Boundaries attributable to the District and shall have the duty to collect such portion of the Taxes from the Developer or its designee and remit the proceeds thereof as directed therein, and may use all statutory provisions available to collect taxes.

SECTION 6. Tax Financing.

The District may pledge and assign up to the full amount of the Taxes to which it is entitled as payment of, and/or security for, Project Obligations, provided that the proceeds of such Taxes pledged and collaterally assigned as payment of, and/or security for, Project Obligations shall consist of the net proceeds after payment of collection expenses to the City/Parish pursuant to the Collection Agreement.

SECTION 7. Cooperative Endeavor Agreement and Pledge and Collateral Assignment Agreement.

Pursuant to Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (R.S. 33:9020 through 33:9040, inclusive), as amended, the District shall enter into one or more cooperative endeavor agreements with the City/Parish and the Developer in order to provide for the proceeds of the Taxes to be pledged and assigned as payment of, and/or security for, the Project Obligations. The District may also enter into a Pledge and Collateral Assignment Agreement with the Developer in order to provide for the proceeds of the Taxes to be pledged and assigned as security and/or payment for the Project Obligations.

SECTION 8. Powers of Secretary-Treasurer of District.

The Secretary-Treasurer of the Metropolitan Council is hereby authorized, empowered and directed to take any and all such action as may be necessary to carry into effect the provisions of this Ordinance.

SECTION 9. Effect of Ordinance.

This Ordinance shall be in full force and effect immediately upon its adoption, being an ordinance affecting the public peace, health and safety.

SECTION 10. Effect of Invalidity of Provision.

If any or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

SECTION 11. Publication of Ordinance.

The resolution of the Metropolitan Council, acting as the governing authority of the District, adopting this Ordinance shall be published at least twice in *The Advocate*, the official journal of the District, and recorded in the public records of the Clerk of Court and Recorder for the Parish of East Baton Rouge, State of Louisiana, following its adoption. Notice and agenda of the public hearing at the office of the District located at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, on September 9, 2020 at 4:00 p.m., substantially in the form attached hereto as **Exhibit A**, having been posted in accordance with Louisiana Revised Statute 42:19 and 42:19.1, and a hearing having been held this date, this Ordinance shall take effect immediately upon adoption.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

Yeas: Councilwoman Amoroso, Councilwoman Banks, Councilman Cole, Councilwoman Collins-Lewis, Councilwoman Green, Councilman Hudson, Councilman Loupe, Councilwoman Racca, Councilman Watson, Councilman Welch, Councilwoman Wicker, and Councilman Wilson

Nays: None

Absent: None

And the Ordinance was declared adopted on this 9th day of September, 2020.

HARVESTON ECONOMIC DEVELOPMENT DISTRICT

By: _____
Name: _____
Its: _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary-Treasurer of the Metropolitan Council of the City of Baton Rouge / Parish of East Baton Rouge, State of Louisiana (the "Metropolitan Council"), acting as the governing authority of the Harveston Economic Development District (the "District"), do hereby certify that the foregoing constitutes a true and correct copy of an ordinance adopted September 9, 2020 authorizing the Metropolitan Council, acting as the governing authority of the District, to proceed with the levying and providing for the collection, of a sales tax within the boundaries of the District; providing for the assessment, collection, payment and dedication of such sales tax and the purposes for which the proceeds of said sales tax may be expended; providing for the effective date of such sales tax pursuant to Section 9038.39 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters related thereto.

IN FAITH WHEREOF, witness my official signature at Baton Rouge, Louisiana, on this, the ____ day of _____, 2020.

By: _____
Name: _____
Its: Secretary-Treasurer

EXHIBIT A

NOTICE OF ORDINANCE AND PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Metropolitan Council of the City of Baton Rouge / Parish of East Baton Rouge, State of Louisiana (the "Metropolitan Council"), acting as the governing authority of the Harveston Economic Development District (the "District"), met in an open and public session and held a public hearing at the principal office of the District located at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, with a notice and agenda for such public session posted in accordance with Louisiana Revised Statute 42:19 and 42:19.1 on September 9, 2020 at 4:00 p.m., to hear any objections to the adoption of an Ordinance introduced by Metropolitan Council in an open and public session at hearing at the principal office of the District located at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, with a notice and agenda for such public session posted in accordance with Louisiana Revised Statute 42:19 and 42.19.1, on September 2, 2020 at 4:00 p.m., entitled as follows:

AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF SALES AND HOTEL OCCUPANCY TAXES WITHIN THE BOUNDARIES OF THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT; PROVIDING FOR THE ASSESSMENT, COLLECTION, PAYMENT AND DEDICATION OF SUCH TAXES AND THE PURPOSES FOR WHICH THE PROCEEDS OF SAID TAXES MAY BE EXPENDED; PROVIDING FOR THE EFFECTIVE DATE OF SUCH TAXES PURSUANT TO SECTION 9038.39 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

A copy of the resolution of the District authorizing this Ordinance shall be published twice in the official journal of East Baton Rouge Parish pursuant to La. Revised Statute 33:9038.39.

EXHIBIT B

Form of Cooperative Endeavor Agreement

COOPERATIVE ENDEAVOR AGREEMENT

by and among

HARVESTON ECONOMIC DEVELOPMENT DISTRICT
(the “District”)

and

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA
(the “City/Parish”)

and

SLP DEVELOPMENT LLC (the “Developer”)

Dated as of September 9, 2020

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (herein this “*Agreement*”) dated as of September 9, 2020 (the “*Effective Date*”), is made among the HARVESTON ECONOMIC DEVELOPMENT DISTRICT (the “*District*”), a political subdivision of the State of Louisiana, the CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA (the “*City/Parish*”), and SLP DEVELOPMENT LLC, a Louisiana limited liability company (the “*Developer*”).

RECITALS:

A. SLP Limited Liability Company, a Louisiana limited liability company (“*SLP*”), and SLP II LLC, a Louisiana limited liability company (“*SLPII*” and, together with SLP, collectively, the “*Owner*”) is the current owner of certain currently undeveloped real estate located in the Parish of East Baton Rouge, State of Louisiana (the “*Parish*”) at and near the intersection of Nicholson Drive and Bluebonnet Boulevard, as more particularly described in Exhibit A (the “*Property*”).

B. The Developer is an affiliate of the Owner and has the right to acquire all or any portion of the Property in one or more transactions.

C. The Developer intends to develop the Property through the construction of a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases (the “*Project*”), as more particularly described in the site and economic development plan attached hereto as Exhibit B (the “*Development Plan*”). The Project will generate much needed economic activity within the area that will benefit the entire City/Parish, including, but not limited to, bringing new commerce to the area, creating the opportunity for a large amount of new permanent jobs for the citizens of the City/Parish, generating new income taxes as a result of the new jobs, and significantly increasing the property and sales taxes to be collected within the area, which will result in a substantial Economic Benefit (as defined herein) to the entire City/Parish.

D. According to the report by Dr. James A. Richardson (the “*Economic Benefit Report*”), the Economic Benefit occurring as a result of the performance of the District’s obligations hereunder is estimated to exceed the value of the District’s obligations hereunder.

E. The Project will also generate a large number of permanent jobs, which will be a driving force behind economic development, job creation and growth in the City/Parish, and a direct benefit to currently unemployed and low-income residents of the City/Parish.

F. Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the “*Act*”), allows local governmental subdivisions to create economic development districts and also allows them and other tax recipient entities to use certain of their sales tax receipts attributable to new developments within the boundaries of such economic development districts in excess of their sales tax receipts received from within such districts over a prior base year’s tax collections for the development of economic development projects (as defined in the Act), as well as any and all projects suitable to any industry determined by the local governmental subdivision or an economic development district created by the local governmental subdivision to create economic

development.

G. Pursuant to the Act, the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge (the “**Council**”), acting as the governing authority of the Parish, adopted Ordinance No. 19-01286 (#17212) (the “**Creation Ordinance**”), attached hereto as **Exhibit C**, creating the Harveston Economic Development District (the “**District**”), designating the boundaries of the District, establishing the members of the Council as the governing authority of the District (the “**Board**”), and pledging the incremental revenues generated by the two percent (2%) sales and use tax levied and collected by the Parish (the “**Parish Tax**”) to be collected within the District for the benefit of the Developer in completing and operating the Project.

H. By Resolution No. 20-00906 (#55140), attached hereto as **Exhibit D**, adopted by the Board on September 2, 2020, the Board approved the Development Plan.

I. By the Creation Ordinance, attached hereto as **Exhibit C**, the Council approved the form of this Agreement and authorized the Mayor-President to sign this Agreement on behalf of the City/Parish in connection with the creation of the District and the partial financing of the construction and development of the Project on the Property in accordance with Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and the Act.

J. By Resolution No. 20-00906 (#55140), attached hereto as **Exhibit D**, adopted by the Board on September 2, 2020, the Board approved the form of this Agreement and authorized the Chairperson to sign this Agreement on behalf of the District.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the District, the City/Parish, and the Developer hereby covenant and agree with each other as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

“**Act**” shall mean collectively Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended and Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (La. R.S. 33:9020 through 33:9040, inclusive), as amended.

“**Administrative Costs**” shall mean all reasonable annual administrative expenses or professional fees incurred by the District relating to the Project or the financing thereof.

“**Agreement**” shall mean this Cooperative Endeavor Agreement and any amendments or modifications hereto.

“**Annual Parish Tax Base**” shall mean the amount of the Parish Tax collected from taxpayers within the geographic area comprising the District in the fiscal year most recently completed prior to the establishment of the District as certified by the Finance Director of the

City/Parish, or Zero and 00/100 Dollars (\$0.00).

“Annual Parish Tax Collection” shall mean the Parish Tax collected by the Parish from taxpayers within the geographic area comprising the District attributable to any Year during the Term.

“Annual Parish Tax Increment” shall mean the amount by which the Parish Tax collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual Parish Tax Base.

“Annual Pledged Parish Tax Increment” shall mean the Annual Parish Tax Increment pledged and dedicated hereunder.

“Base Year” shall mean the fiscal year for the City/Parish ending December 31, 2018.

“Board” shall mean the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge, acting as the governing authority of the District.

“Business Day” shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State of Louisiana.

“City/Parish” means, collectively, the City of Baton Rouge and the Parish of East Baton Rouge.

“Developer” shall mean SLP Development LLC, a Louisiana limited liability company, and/or its successors and assigns hereunder, as applicable.

“Development Plan” shall mean the site and economic development plan for the Project attached hereto as **Exhibit B**, as amended and/or supplemented from time to time.

“District” shall mean the Harveston Economic Development District.

“District Tax” shall mean a new sales tax, if any, upon the sales at retail, the use, lease or rental, the consumption and storage for use or consumption of tangible personal property and on sales of services in the District and/ or the occupancy of a hotel room, levied by the District from time to time and collected pursuant to the Act in order to provide funds for the purposes of the District.

“Economic Benefit” shall mean the impact on the economy of the City/Parish of the Project proposed pursuant to this Agreement resulting from the ongoing fulfillment of the obligations hereunder.

“Economic Benefit Report” shall mean that certain report by Dr. James A. Richardson attached hereto as **Exhibit E**.

“Goals and Objectives” shall mean the cooperative economic development between the

City/Parish, the District, and the Developer in order to provide for the construction and development of the Project on the Property.

“Month” shall mean a calendar month.

“Monthly Parish Tax Base” shall mean Zero and 00/100 Dollars (\$0.00).

“Monthly Parish Tax Collection” shall mean the Parish Tax collected by the Parish from taxpayers within the geographic area comprising the District attributable to any Month during the Term.

“Monthly Parish Tax Increment” shall mean the amount by which the Monthly Parish Tax Collection exceeds the corresponding Monthly Parish Tax Base.

“Monthly Pledged Parish Tax Increment” shall mean, with respect to any Month, the portion of the Annual Pledged Parish Tax Increment collected and attributable to such Month, such that the sum of the Monthly Pledged Parish Tax Increment for any Year equals the Annual Pledged Parish Tax Increment for such Year.

“Owner” shall mean, collectively, SLP Limited Liability Company, a Louisiana limited liability company, and SLP II LLC, a Louisiana limited liability company, and/or their successors and assigns hereunder, as applicable.

“Parish Tax” shall mean, the two percent (2%) sales and use tax levied and collected by the Parish in the District pursuant to Article VI, Section 6 of the Louisiana Constitution of 1974, as amended, Subpart A of Part II of Chapter 2-D of Title 47 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 47:337.5.1 *et seq.*) and constitutional and statutory authority supplementary thereto.

“Project” shall mean the construction of a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases as set forth in the Development Plan. It is anticipated that the Project will be constructed in multiple phases, including but not limited to drainage, sewer, streets, utilities, buildings and other costs, from time to time.

“Project Costs” shall mean all costs incurred by the Developer relating to the Project authorized to be included in the costs of an economic development project pursuant to the Act.

“Project Obligation” shall mean bonds, notes, debentures, certificates, leases or other obligations issued by the District, if any, or, alternatively, issued directly by the Developer or by a conduit issuer, or any other indebtedness incurred by the Developer in relation to the financing of the Project, and secured by a pledge of the Annual Parish Tax Increment and the District Tax receipts, if any, to finance all or a portion of Project Costs, including interim financing. Project Obligations may be issued and/or incurred, and may therefore increase and decrease, from time to time during the life of the Project.

“Property” shall mean the property located at and near the intersection of Nicholson Drive

and Bluebonnet Boulevard in the Parish of East Baton Rouge, Louisiana, as more fully described in **Exhibit A** attached hereto and made a part hereof.

“*Year*” shall mean a calendar year.

Section 1.2 Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II AUTHORITY OF DISTRICT AND CITY/PARISH; SCOPE OF AGREEMENT

Section 2.1 Authority of District. The District and the City/Parish are granted the authority, pursuant to the Act, to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements which may require the use of state funds, provided legal guidelines are met and the Economic Benefit is demonstrated to be commensurate to or greater than the District’s or City/Parish’s investment of funds.

ARTICLE III REPRESENTATIONS

Section 3.1 Representations of the Developer. As a material inducement to the District and the City/Parish to enter into this Agreement, without which the District and the City/Parish would not have entered into this Agreement, the following representations are being made to the District and the City/Parish:

(a) *Economic Benefit*. The Developer has relied on the Economic Benefit Report in providing the estimate of the Economic Benefit of the Project. The Economic Benefit Report is attached as **Exhibit E** hereto. Pursuant to the Economic Benefit Report, the Economic Benefit occurring as a result of the performance of the District’s obligations hereunder is estimated to exceed the value of the District’s obligations hereunder by 2.835:1, with the present value of the Economic Benefit estimated to be \$195,600,000 and the estimated present value of the District’s obligations totaling \$69,000,000.

(b) *Duly Organized*. The Developer is a Louisiana limited liability company, validly existing under the laws of the state of Louisiana, qualified to do business and in good standing under the laws of the State of Louisiana, and has all powers and all governmental licenses, authorizations, qualifications, consents and approvals required to carry on its business as now conducted and necessary to the ownership, use, operation or maintenance of its properties.

(c) *Requisite Power*. The Developer has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof under applicable law including, without limitation, the Act, in all matters related to such actions of the Developer as are contemplated by this Agreement, which constitute valid and legally binding obligations of the Developer.

(d) *Compliance.* The Developer is in full compliance with all of the terms and conditions of this Agreement and no default hereunder has occurred and is continuing, and no event, act or omission has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute such a default.

(e) *No Ultra Vires Act.* The execution and delivery of, and performance by the Developer of its obligations hereunder and any and all instruments or documents required to be executed in connection herewith were and are within the powers of the Developer and will not violate any provisions of any law including, without limitation, the Act, regulation, decree or governmental authorization, applicable to the Developer or any agreements of the Developer with any of its creditors.

(f) *Authorizations.* All authorizations which are required to be obtained by the Developer under any applicable law in connection with the execution, delivery and performance by the Developer of its obligations under or in connection with this Agreement have been received and all such authorizations are in full force and effect.

(g) *Litigation.* Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the Developer, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency which could reasonably be expected to result in a material adverse change in the financial condition or operations of the Developer or which could reasonably be expected to materially adversely affect the ability of the Developer to comply with its obligations hereunder or in connection with the transactions contemplated by this Agreement.

(h) *Accuracy of Statements.* There is no fact or circumstance known to the Developer which the Developer has not disclosed in writing to the District which materially adversely affects or, so far as the Developer can now reasonably foresee, will materially adversely affect the condition of the Developer or the ability of the Developer to perform its obligations hereunder. All representations made herein by the Developer are true and accurate and remain in full force and effect.

(i) *Full Capabilities to Perform.* The Developer has full capabilities to complete all obligations hereunder in accordance with all terms, conditions, and time periods required thereunder, and the Developer has no knowledge of any obligation of the Developer under the Project documents which the Developer cannot fulfill in a timely manner as required hereby.

Section 3.2 Representations of the District. The District makes the following representations to the Developer and the City/Parish, in order to enable the District, the Developer and the City/Parish to enter into the Agreement and the Developer to undertake the Project:

(a) *Scope of Project.* The Project is within the scope of the Act.

(b) *Public Hearing.* The formation of the District is valid and the approval and execution of this Agreement have been the subject of public meetings and hearings held in

accordance with the Act.

(c) *District Authority.* The District has all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the District is a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of its charter, as amended, or by-laws, as amended.

(d) *Public Purpose.* The District anticipates that the Project will result in the creation of jobs, stimulate economic development and increase sales and use tax receipts within the geographic area comprising the District in excess of the value of the District's obligations hereunder, thus, serving an integral public purpose.

(e) *Validity of District Obligation.* This Agreement constitutes a valid and legally binding obligation of the District.

(f) *No Litigation.* Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the District, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the District or that might adversely affect the ability of the District to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

(g) *Payment of Parish Tax.* The District hereby agrees that the governmental and/or tax-exempt status of the District notwithstanding, any and all sales of materials, equipment and other items relating to the construction and equipping of the Project shall be subject to the payment of Parish Tax and under no circumstances will any portion of the Parish Tax be distributed to the District or the Developer during the construction period of the Project. In addition, any contract or other agreement relating to the Project and providing for the provision of materials and/or equipment entered into by any entity, including, without limitation, the Developer, shall contain language to the effect that any and all sales of materials, equipment and other items relating to the construction and equipping of the Project shall be subject to the payment of the Parish Tax. In no event shall any contractor or other entity be deemed an agent of the District for the purpose of purchasing construction materials and/or equipment in connection with the Project. This subsection shall not preclude the Developer from applying for additional economic benefits and/or incentives, including but not limited to sales tax rebates under the Enterprise Zone Program, Opportunity Zone funding, the pledge and dedication by the State of Louisiana of undedicated state sales taxes to the payment of Project Costs, and for applying for benefits under any other program for which the Developer, Owner, or the Project may qualify.

Section 3.3 Representations of the City/Parish. The City/Parish makes the following representations to the Developer and the District, in order to enable the District, the City/Parish, and the Developer to enter into the Agreement, for the Developer to undertake the Project:

(a) *Authority.* The City/Parish has been authorized by the Council to enter into this Agreement.

(b) *Collections; Calculation.* The City/Parish hereby represents that the current internal collection processes of the Finance Department of the City/Parish are adequate for the purpose of collecting, classifying, reconciling and calculating the Annual Pledged Parish Tax Increment and the Monthly Pledged Parish Tax Increment, provided that such systems may be changed by the City/Parish as they pertain to its collection processes relative to this Agreement. Not later than the twentieth (20th) Business Day of each Month, the City/Parish shall deposit with the Developer, as directed in writing by the Developer, the Monthly Pledged Parish Tax Increment collected during the preceding Month. In the event the Developer has assigned a portion of its rights to another party to facilitate the implementation of the Project, the process of collecting, classifying, reconciling and calculating the Annual Pledged Parish Tax Increment shall be adjusted accordingly. Any assignee of Developer shall be required to join in this Agreement and to give necessary assurances to the City/Parish to allow for the efficient implementation of the intent of this Agreement.

(c) *Annual Pledge.* The City/Parish hereby acknowledges the pledge by the Parish of the Annual Pledged Parish Tax Increment for the payment of Project Costs.

(d) *Base Year Collections.* The City/Parish hereby covenants and represents the Annual Parish Tax Collection and the Monthly Parish Tax Collection within the boundaries of the District for the Base Year were zero. The Base Year Collections shall remain unchanged and shall not be adjusted as additional phases of the Project are implemented.

ARTICLE IV COOPERATIVE ENDEAVOR OBLIGATIONS

Section 4.1 Obligations of the Developer. The Developer hereby certifies that it will fulfill its obligations with respect to the Project and agrees that it will construct and develop the Project in accordance herewith. The Developer agrees that it shall use the funds received by it pursuant to this Agreement solely to pay the Project Costs, or to reimburse itself for such Project Costs incurred prior to the receipt of such funds as provided in Section 4.2 below and to perform its other obligations hereunder. Any contractor, subcontractor, joint-venturer or assign of the Developer shall agree to be fully bound by the obligations of the Developer and shall be *in solido* therewith.

Section 4.2 Obligations of the District.

(a) The District hereby directs the City/Parish to transfer the Monthly Pledged Parish Tax Increment directly to the Developer and shall perform all actions necessary to levy and collect any District Tax which it may levy in its own name pursuant to La. R.S. 33:9038.39 and that such District Tax shall be so levied upon the sales and use of personal property, sales of services and/or occupancy of hotel rooms, motel rooms, and overnight camping facilities within the District.

(b) The District agrees that the Developer shall use said the Monthly Pledged Parish Tax Increment to fulfill its obligations as set forth in Section 4.1 hereof to pay Project Costs for the accomplishment of the goals of this Agreement in accordance with the provisions hereof.

Section 4.3 Interim Financing. The parties hereto expressly consent to interim financing by the Developer prior to payment of the District obligation hereunder and the use of funds provided by the District pursuant to Section 4.2 hereof to pay Project Costs. The parties hereto agree that the Developer may take such actions as necessary to secure interim financing and such interim financing shall be considered a Project Obligation.

Section 4.4 Obligations of City/Parish. The City/Parish hereby agrees to act as agent of the District commencing the on the effective date of this Agreement, for the sole purpose of collecting the Monthly Pledged Parish Tax Increment. The Developer shall provide to the City/Parish the name, address and transfer information relative to the payment of the Monthly Pledged Parish Tax Increment. Such agency shall continue from the effective date of this Agreement until the last day of the term of this Agreement, or as otherwise provided by amendment or addendum to this Agreement. The City/Parish hereby further agrees that it shall additionally take all reasonable and customary enforcement procedures necessary in connection with the collection of the Monthly Pledged Parish Tax Increment, as applicable.

Section 4.5 Transfer of Funds. It shall be the continuing duty of the City/Parish to deposit the Monthly Pledged Parish Tax Increment for the preceding Month with the Developer (or its assigns) no later than the twentieth (20th) Business Day of each Month next succeeding the Month of collection.

Section 4.6 Calculations.

(a) The City/Parish and the District hereby agree that the Monthly Pledged Parish Tax Increment shall be calculated for each Month during the term of this Agreement. Such calculations shall be made by the City/Parish and the calculation shall be provided to the District and the Developer. A re-calculation of the Monthly Pledged Parish Tax Increment for any Month or Months shall be made at any time upon reasonable notice upon the request of any party hereto. Collections of Parish Taxes by the City/Parish shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged Parish Tax Increment, regardless of when such Parish Taxes are deemed due and owing.

(b) If it is determined that for any period of time fewer monies have been transferred to the Developer than were due, or more funds have been transferred than were due, for whatever reason, the City/Parish shall direct an adjustment in the Monthly Pledged Parish Tax Increment paid to the Developer in order that the shortfall or over collection for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment; provided that the City/Parish shall not be obligated to use any funds for adjustments other than from Parish Tax collected from within the District.

Section 4.7 Effective Date of Monthly Pledged Parish Tax Increment. The Monthly

Pledged Parish Tax Increment shall be pledged as of the Effective Date of this Agreement. It shall be the responsibility of the City/Parish to transfer the Monthly Pledged Parish Tax Increment directly to the Developer as provided herein.

Section 4.8 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the City/Parish is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of Parish Tax in the geographic area comprising the District in the same manner as Parish Taxes are currently being collected or authorized to be collected as of the Effective Date.

Section 4.9 Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior execution and delivery thereof by all parties hereto.

Section 4.10 Indemnification. To the extent permitted by law, the District agrees to indemnify and hold the City/Parish and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable counsel fees) whatsoever incurred by the City/Parish arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the City/Parish. The City/Parish shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by the City/Parish in connection with such defense, including reasonable attorneys' fees, shall be paid by the District, but only from proceeds of the Monthly Pledged Parish Tax Increment, to the City/Parish except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the City/Parish. The Developer agrees that any such payment owed may be deducted by the City/Parish from the Monthly Pledged Parish Tax Increment.

Section 4.11 Compensation. It is hereby agreed that that the Finance Director of the City/Parish is authorized to deduct from the Monthly Pledged Parish Tax Increment the greater of (i) Five Hundred Dollars (\$500.00) and (ii) one percent (1%) of the Monthly Pledged Parish Tax Increment, to be retained as a monthly collection fee by the City/Parish for the purpose of defraying the costs of collecting the Parish Tax and maintaining all necessary records.

Section 4.12 Conditions Precedent.

(a) The Developer, the District and the City/Parish hereby acknowledge and agree that no Monthly Pledged Parish Tax Increment shall be transferred by the City/Parish to the District for the purpose described herein, unless and until all of the following conditions have been satisfied by the Developer and/or the District:

(i) The Developer shall commence planning, permitting, and construction of the various elements of the Project on or before December 31, 2021, and shall pursue completion of the Project with reasonable diligence, *provided, however*, that planning, permitting, and construction that may be delayed by force majeure events or financial impossibility created by

general market conditions may extend beyond such date. The Developer and the City/Parish acknowledge that the Development Plan contains numerous components, and Developer shall be in compliance with its obligations under this Agreement to pursue completion of the Project for so long as it has implemented any portion of the Development Plan. The Development Plan shall be considered abandoned only if, within a five (5) year period from the last date of construction of the Project, no permit by a governmental agency for the commencement of work has been issued to implement any portion of the Development Plan.

(ii) The District and/or the Developer must provide the City/Parish sufficient evidence demonstrating that the authorized Monthly Pledged Parish Tax Increment shall only be used to pay approved Project Costs.

(iii) Prior to the distribution by the City/Parish to the Developer on behalf of the District of the Monthly Pledged Parish Tax Increment, the District and/or the Developer must provide the City/Parish sufficient evidence that funds necessary to complete the scope of work for the portion of the Development Plan to be implemented have been irrevocably committed and all material documentation related thereto has been finalized. For avoidance of doubt, if the scope of work is to install drainage infrastructure, the Developer need only demonstrate financial capacity to install drainage infrastructure and need not provide evidence of funding for the entirety of the Project.

(b) The Developer shall certify to the City/Parish and the District that the conditions precedent set forth in Section 4.2(a) have been met prior to the distribution of the Monthly Pledged Parish Tax Increment, which certification may be updated on an annual basis at the request of the City/Parish and/or the District.

ARTICLE V AUDIT MATTERS AND REPORTING

Section 5.1 Audit. The District shall arrange for an annual audit by an independent certified public accountant of all books and records of the District related to this Agreement, and shall make such audit, books and records available to the Legislative Auditor of the State of Louisiana during reasonable business hours as required by La. R.S. 24:513, and shall retain such books and records for three (3) years after the close of the year in which the books and records were created or generated, provided that such Administrative Costs shall be payable by the Developer out of the proceeds of the Monthly Pledged Parish Tax Increment.

ARTICLE VI ASSIGNMENT

Section 6.1 Assignment. The parties hereto may transfer or assign its rights under this Agreement, in whole or in part, provided, however, the party making such transfer or assignment shall advise the other of such transfer or assignment, and no such transfer or assignment of any or all of their rights or any delegation of any or all of their duties hereunder shall relieve such party from its responsibilities under this Agreement without the consent of each of the other parties to this Agreement, which consent shall not be unreasonably conditioned, withheld, delayed, or

denied, *provided, however*, that the Developer may pledge and assign its rights hereunder to receive from the District and/or City/Parish the payments required by Article IV hereof; provided further, that the District expressly consents to any future assignment of rights hereunder by the Developer to its successors, assigns, and/or lender(s); and provided further that Administrative Costs shall be payable by the Developer out of the proceeds of the Monthly Pledged Parish Tax Increment, not to exceed \$2,500 per year.

ARTICLE VII TERM

Section 7.1 Term. This Agreement shall be effective upon the Effective Date after execution by all parties hereto and shall terminate one (1) year after the date on which all Project Obligations have been paid in full as to both principal and interest (but excluding refinancings permitted by the District Act): *provided, however*, that in no event shall the term of this Agreement be more than forty (40) years from the date on which the District Tax is first levied and collected.

ARTICLE VIII AFFIRMATIVE COVENANTS

Section 8.1 Covenants. Until this Agreement terminates and all obligations of the Developer under or in respect to this Agreement are satisfied in full, the Developer will pursue with due diligence the Development Plan and the Goals and Objectives. In addition, the Developer will furnish or cause to be furnished to the District:

(a) As soon as available and in any event within one hundred eighty (180) days after the end of each fiscal year of the Developer, a copy of the annual financial report for such fiscal year for the Project certified by an independent certified public accountant and/or financial system reports prepared by the certified public accountant of Developer that are acceptable to the lender for the Project;

(b) As promptly as practicable, written notice of all litigation filed against the Developer and all proceedings before any court or governmental authority which, if adversely determined, would materially adversely affect the operations or the financial condition of the Developer with respect to the Property; and

(c) Such other information regarding the performance of the Developer as the District may reasonably request from time to time.

ARTICLE IX MISCELLANEOUS

Section 9.1 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 9.2 No Personal Liability of the Parties. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any party hereto in his individual capacity, and neither the officers of any party hereto nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent provided by law.

Section 9.3 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 9.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 9.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.6 Further Assurances. From time to time hereafter, the Developer shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the District may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 9.7 Addresses for Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in written notice to the other party.

If to the District: Harveston Economic Development District
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802
Attention: Chairman

If to the Developer: SLP Development LLC
4171 Essen Lane, Suite 450
Baton Rouge, Louisiana 70809
Attention: Milford Wampold III, Manager

Both, with a copy to: Phelps Dunbar LLP

400 Convention Street, Suite 1100
Baton Rouge, Louisiana 70802-5618
Attention: Randy P. Roussel

If to the City/Parish: Parish of East Baton Rouge, City of Baton Rouge
Department of Finance Administration Division
P.O. Box 1471
Baton Rouge, Louisiana 70821
Attention: Finance Director

Section 9.8 Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to the District upon any breach by the Developer under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

Section 9.9 Venue. The Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of in connection with, or by reason of this Agreement.

Section 9.10 Tax Liability. The Developer agrees that the responsibility for payment of taxes from the funds received directly by it under this Agreement shall be the obligation of the Developer and identified under the following Federal Tax ID number: 85-2477139.

Section 9.11 Public Liability. The Developer hereby agrees to protect, defend, indemnify, save and hold harmless the District, its commissioners, officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act or omission of the Developer, its agents, servants, and employees or any and all costs, expenses, and/or reasonable attorney fees incurred by the District as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence or willful misconduct of the District, its commissioners, agents, representatives, and/or employees. The Developer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

Section 9.12 Discrimination Clause. The Developer agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended, by the Equal Opportunity Act of 1972, Federal Executive Order 11146, the Federal Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. In addition, the Developer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Developer agrees not to discriminate against participants due to race, color, religion, sex, disabilities or national origin.

The Developer agrees to ensure that all services will be delivered without discrimination due to race, color, religion, sex, national origin or disabilities. The Developer shall not discriminate on the basis of sexual orientation in any matter relating to employment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

This Agreement has been executed by the parties on the dates indicated but effective as of September 9, 2020, in the presence of the undersigned witnesses.

HARVESTON ECONOMIC DEVELOPMENT DISTRICT

By: _____
Name: _____
Its: Chairperson

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

BE IT KNOWN, that on this ___ day of _____, 2020, before me, the undersigned Notary Public, duly commissioned and qualified in and for the for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared _____ appearing herein in her capacity as Chairperson of the Harveston Economic Development District (“*District*”) who being by me first duly sworn, declared and acknowledge to me, Notary, that he/she executed the above and foregoing instrument on behalf of the District with full authority of the District and that the instrument is the free act and deed of the District and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgement in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

Name: _____

Name: _____

Name: _____

Bar Roll / Notary: _____

My commission expires _____

This Agreement has been executed by the parties on the dates indicated but effective as of September 9, 2020, in the presence of the undersigned witnesses.

CITY/PARISH OF EAST BATON ROUGE

By: _____

Name: Sharon Weston Broome

Its: Mayor-President

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

BE IT KNOWN, that on this ___ day of _____, 2020, before me, the undersigned Notary Public, duly commissioned and qualified in and for the for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Sharon Weston Broome, appearing herein in his capacity as Mayor-President of the City of Baton Rouge and Parish of East Baton Rouge, Louisiana (the “*City/Parish*”) who being by me, first duly sworn, declared and acknowledge to me, Notary, that she executed the above and foregoing instrument on behalf of the City/Parish with full authority of the City/Parish and that the instrument is the free act and deed of the City/Parish and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgement in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

Name: _____

Name: _____

Name: _____

Bar Roll / Notary: _____

My commission expires _____

This Agreement has been executed by the parties on the dates indicated but effective as of September 9, 2020, in the presence of the undersigned witnesses.

SLP DEVELOPMENT LLC

By: _____

Name: Milford Wampold III

Its: Manager

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

BE IT KNOWN, that on this ____ day of _____ 2020, before me, the undersigned Notary Public, duly commissioned and qualified in and for the for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Milford Wampold III, appearing herein in his capacity as the Manager of SLP Development LLC (“*Developer*”) who being by me first duly sworn, declared and acknowledge to me, Notary, that he executed the above and foregoing instrument on behalf of Developer with full authority of Developer and that the instrument is the free act and deed of Developer and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgement in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

Name: _____

Name: _____

Name: _____

Bar Roll / Notary: _____

My commission expires _____

EXHIBIT A

BOUNDARIES OF HARVESTON ECONOMIC DEVELOPMENT DISTRICT

The Harveston Economic Development District ("*District*") encompasses the entirety of the following described immovable property located in East Baton Rouge Parish, Louisiana, more particularly described as follows:

(A) A certain tract or parcel of land, being designated as Tract A – East of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 50, 51 and 52, being the northeastern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the eastern line of section 52 South 05 degrees 05 minutes 05 seconds West a distance of 1000.97 feet to a point and corner; thence, South 85 degrees 04 minutes 03 seconds West for a distance of 4782.99 feet to the eastern right of way line of Selene Parkway; thence, along a curve to the left on said right of way line, said curve having a radius of 2068.00 feet, an arc length of 627.89 feet, and whose long chord bears North 72 degrees 39 minutes 29 seconds West for a distance of 625.48 feet; thence, along the said right of way line North 81 degrees 21 minutes 24 seconds West for a distance of 717.78 feet to the beginning of a curve; said curve turning to the right on the said right of way line, having a radius of 707.00 feet, an arc length of 737.57 feet, and whose long chord bears North 51 degrees 28 minutes 12 seconds West for a distance of 704.58 feet; thence, along the said right of way line North 21 degrees 35 minutes 00 seconds West for a distance of 100.23 feet to the northern line of section 52; thence, along the said section line North 85 degrees 04 minutes 20 seconds East for a distance of 6773.75 feet to the Point of Beginning; (B) A certain tract or parcel of land, being designated as Tract A – West of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 45 & 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, and being the northwestern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the northern line of section 52 North 85 degrees 04 minutes 20 seconds East for a distance of 731.75 feet to the western right of way line of Selene Parkway; thence, along the said right of way line South 21 degrees 35 minutes 00 seconds East for a distance of 140.92 feet; thence, along a curve to the left on said right of way line, said curve having a radius of 843.00 feet, an arc length of 879.45 feet, and whose long chord bears South 51 degrees 28 minutes 12 seconds East for a distance of 840.11 feet; thence, along the said right of way line South 81 degrees 21 minutes 24 seconds East for a distance of 717.77 feet to the beginning of a curve; Said curve turning to the right on the said right of way line, having a radius of 1932.00 feet, an arc length of 331.17 feet, and whose long chord bears South 76 degrees 26 minutes 44 seconds East for a distance of 330.76 feet to a point and corner; thence, departing said right of way line South 85 degrees 04 minutes 03 seconds West for a distance of 333.09 feet to a point on a line; thence, South 84 degrees 48 minutes 09 seconds West for a distance of 2599.53 feet to a point on a line; thence, South 84 degrees 51 minutes 06 seconds West for a distance of 3709.09 feet to a point and corner along a 4' chain link fence; thence, along the said fence North 21 degrees 38 minutes 52 seconds West for a distance of

675.40 feet to a point and corner; thence, South 83 degrees 28 minutes 54 seconds West for a distance of 497.31 feet to a point on a line; thence, South 67 degrees 57 minutes 54 seconds West for a distance of 489.01 feet to the eastern right of way line of Louisiana Highway 30 (Nicholson Drive); thence, along the said right of way line North 22 degrees 24 minutes 10 seconds West for a distance of 202.19 feet to a point and corner of fence; thence, North 68 degrees 04 minutes 54 seconds East for a distance of 489.33 feet; thence, North 05 degrees 20 minutes 06 seconds West for a distance of 135.25 feet to the northern line of section 52; thence, along the said section line North 84 degrees 28 minutes 19 seconds East for a distance of 5001.03 feet to the Point of Beginning; (C) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, thence, along the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) South 22 degrees 14 minutes 25 seconds East for a distance of 487.71 feet to the Point of Beginning; Thence, North 68 degrees 07 minutes 35 seconds East for a distance of 489.26 feet to a point; Thence, North 83 degrees 38 minutes 35 seconds East for a distance of 497.31 feet to a point; Thence, South 21 degrees 29 minutes 11 seconds East for a distance of 671.90 feet to a point; Thence, South 85 degrees 04 minutes 08 seconds West for a distance of 1004.21 feet to a point; thence North 22 degrees 14 minutes 25 seconds West for a distance of 512.30 feet to the Point of Beginning; (D) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, being the Point of Beginning; Thence, North 84 degrees 38 minutes 00 seconds East for a distance of 552.81 feet to a point; Thence, South 5 degrees 10 minutes 25 seconds East for a distance of 135.25 feet to a point; Thence, South 68 degrees 14 minutes 35 seconds West for a distance of 489.33 feet to a point; Thence, North 22 degrees 14 minutes 25 seconds West for a distance of 285.62 feet to the Point of Beginning; (E) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard) being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 22°25'02" West a distance of 1644.70 feet to a Point; thence continue North 68°27'46" East a distance of 1975.68 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to a Point; thence continue South 84°28'02" West a distance of 2021.86 feet to the Point of Beginning; (F) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 2021.86 feet to a Point, being the Point of Beginning; From the

POINT OF BEGINNING; thence continue South $84^{\circ}28'02''$ East a distance of 3391.97 feet to a Point; thence continue North $21^{\circ}21'26''$ West a distance of 3137.20 feet to a Point; thence continue South $68^{\circ}27'46''$ West a distance of 3263.44 feet to a Point; thence continue South $21^{\circ}21'26''$ East a distance of 2201.98 feet to the Point of Beginning; (G) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South $84^{\circ}28'02''$ East a distance of 5413.83 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue North $84^{\circ}28'02''$ East a distance of 609.05 feet to a Point; thence continue 1343.08 feet along a curve to the left through a central angle of $42^{\circ}31'55''$, said curve having a radius of 1809.29 feet a chord direction of North $63^{\circ}12'05''$ East and a chord length of 1312.45 feet; thence continue South $85^{\circ}03'19''$ West a distance of 830.77 feet to a Point; thence continue North $22^{\circ}02'46''$ West a distance of 737.83 feet to a Point; thence continue North $21^{\circ}05'55''$ West a distance of 725.10 feet to a Point; thence continue North $21^{\circ}22'07''$ West a distance of 459.06 feet to a Point; thence continue South $68^{\circ}26'04''$ West a distance of 12.79 feet to a Point; thence continue North $20^{\circ}47'04''$ West a distance of 972.92 feet to a Point; thence continue South $68^{\circ}27'33''$ West a distance of 20.33 feet to a Point; thence continue North $21^{\circ}21'26''$ West a distance of 52.76 feet to a Point; thence continue South $68^{\circ}27'46''$ West a distance of 1066.51 feet to a Point; thence continue South $21^{\circ}21'26''$ East a distance of 3137.20 feet to the Point of Beginning; and (H) A certain tract or parcel of land, being designated as Tract Y-1, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44 & 51, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South $84^{\circ}28'02''$ West a distance of 5554.33 feet to a Point; thence continue North $22^{\circ}25'02''$ West a distance of 311.95 feet to a Point; thence continue North $32^{\circ}31'16''$ East a distance of 68.79 feet to a Point; thence continue North $84^{\circ}28'02''$ East a distance of 5926.11 feet to a Point; thence continue 259.46 feet along a curve to the left through a central angle of $7^{\circ}41'08''$ said curve having a radius of 1934.29 feet a chord direction of North $80^{\circ}37'28''$ East and a chord length of 259.27 feet; thence continue South $66^{\circ}53'53''$ East a distance of 45.20 feet to a Point; thence continue South $21^{\circ}28'56''$ East a distance of 370.29 feet to a Point; thence continue South $85^{\circ}04'22''$ West a distance of 723.72 feet to the Point of Beginning.

EXHIBIT B

DEVELOPMENT PLAN

The Project consists of the construction of a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases as shown on the attached Illustrative Plan dated January 10, 2020 by LRK and CSRS, attached, which Illustrative Plan may be amended and/or supplemented from time to time. It is anticipated that the Project will be constructed in multiple phases, including but not limited to the following components:

Component	Description
Earthwork	Site work and grading of approximately 545.21 acres, including but not limited to the excavation, hauling, and placement of rock and soil, as necessary to prepare the Project site for development and comply with the Uniform Development Code
Installation of Drainage Infrastructure	Installation of drainage infrastructure for approximately 545.21 acres as shown on the Illustrative Plan (typically shown in blue)
Installation of Road Infrastructure	Installation of road infrastructure as shown on the Illustrative Plan, including but not limited to approximately 55,620 linear feet of standard road, 10,000 linear feet of upgraded road, 4,000 linear feet of high end road, and two (2) roundabouts, as shown on the Illustrative Plan and as required by / in compliance with the Uniform Development Code
Streetscape / Curbscape	Construction of streetscape / curbscape as shown on the Illustrative Plan and as required by / in compliance with the Uniform Development Code
Town Square / Public space	Construction of a town square and public space as shown on the Illustrative Plan
Parking Structure	Construction of parking structures and spaces as provided in the Illustrative Plan and as required by / in compliance with the Uniform Development Code

Estimated Project Costs total \$242,000,000.

EXHIBIT C

ORDINANCE NO. 19-01286 (#17212); CREATION ORDINANCE

**ADOPTED
METROPOLITAN COUNCIL**

DEC 11 2019


COUNCIL ADMINISTRATOR TREASURER

19-01286

The following Ordinance was previously introduced in written form at a regular meeting of the Metropolitan Council on November 26, 2019, a Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District was published twice in the Parish's official journal, and the Ordinance was offered by Councilman Chandler Loupe and seconded by Councilman LaMont Cole.

The Ordinance was thereupon signed by the President Pro Tempore, attested by the Council Administrator and declared to be adopted. The Ordinance provides as follows:

ORDINANCE *17212*

AN ORDINANCE CREATING THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT AND DEFINING THE BOUNDARIES THEREOF FROM WHICH AREA PARISH SALES TAX INCREMENTS WILL BE DETERMINED AND USED TO FUND A PORTION OF THE COSTS OF AN ECONOMIC DEVELOPMENT PROJECT AS DESCRIBED HEREIN, ALL IN ACCORDANCE WITH AND AUTHORIZED BY CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; DESIGNATING THE GOVERNING AUTHORITY OF THE DISTRICT; PLEDGING AND DEDICATING TWO PERCENT OF INCREMENTAL SALES TAX COLLECTED BY THE PARISH WITHIN THE BOUNDARIES OF THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT TO BE USED TO FINANCE SAID ECONOMIC DEVELOPMENT PROJECT COSTS; REQUIRING THE INITIAL ANNUAL BASELINE SALES TAX AND MONTHLY COLLECTION RATES IN THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT TO BE CERTIFIED BY THE PARISH'S FINANCE DIRECTOR; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the governing authority of any parish in the State of Louisiana may create an economic development district composed of territory wholly within a parish pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, inclusive (the "EDD Act"); and

WHEREAS, the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge (the "Metropolitan Council"), acting as governing authority of the Parish of East Baton Rouge, State of Louisiana (the "Parish") has been requested to create an economic development district whose boundaries begin at the intersection of Section 50, 51 and 52, being the northeastern corner of Section

52; and

WHEREAS, the Metropolitan Council introduced this Ordinance in written form on November 26, 2019 and a Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District was published twice in *The Advocate*, a newspaper of general circulation within the Parish, and is the official journal of the Parish; and

WHEREAS, it is the desire of the Metropolitan Council to create the Harveston Economic Development District (the "**District**"), all in accordance with and pursuant to the provisions of the EDD Act; and

WHEREAS, the Metropolitan Council shall serve as the governing authority of the District pursuant to Section 33:9038.32 of the EDD Act; and

WHEREAS, it is the desire of the Metropolitan Council to pledge and dedicate the incremental revenues generated by the Parish's two percent (2%) sales and use tax now being levied and collected by the Parish pursuant to La. R.S. 47:337.5.1 (the "**Parish Tax**") within the boundaries of the Harveston Economic Development District to finance said economic development project costs; and

WHEREAS, it is the desire of the Metropolitan Council to require the baseline sales tax collection rate in the Harveston Economic Development District to be certified by the Parish's Finance Director as required under Section 33:9038.34 of the EDD Act;

NOW, THEREFORE, BE IT ORDAINED by the Metropolitan Council of the Parish of East Baton Rouge and the City of Baton Rouge that:

Section 1. The Metropolitan Council introduced this

Ordinance in written form on November 26, 2019 and a Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District was published twice in *The Advocate*, a newspaper of general circulation within the Parish, and is the official journal of the Parish, whereas such notice was substantially in the form of the Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District annexed hereto as **EXHIBIT A** and incorporated herein by reference, to the same extent as if it were set forth in full.

Section 2. Pursuant to the provisions of the EDD Act, the Metropolitan Council hereby creates the "**Harveston Economic Development District**" comprised of the following territory located wholly within the Parish:

A certain tract or parcel of land, being designated as Tract A - East of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 50, 51 and 52, being the northeastern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the eastern line of section 52 South 05 degrees 05 minutes 05 seconds West a distance of 1000.97 feet to a point and corner; thence, South 85 degrees 04 minutes 03 seconds West for a distance of 4782.99 feet to the eastern right of way line of Selene Parkway; thence, along a curve to the left on said right of way line, said curve having a radius of 2068.00 feet, an arc length of 627.89 feet, and whose long chord bears North 72 degrees 39 minutes 29 seconds West for a distance of 625.48 feet; thence, along the said right of way line North 81 degrees 21 minutes 24 seconds West for a distance of 717.78 feet to the beginning of a curve; said curve turning to the right on the said right of way line, having a radius of 707.00 feet, an arc length of 737.57 feet, and whose long chord bears North 51 degrees 28 minutes 12 seconds West for a distance of 704.58 feet; thence, along the said right of way line North 21 degrees 35 minutes 00 seconds West for a distance of 100.23 feet to the northern line of section 52; thence, along the said section line North 85 degrees 04 minutes 20 seconds East for a distance of 6773.75 feet to the Point of Beginning; (B) A certain tract or parcel of land, being designated as Tract A - West of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 45 & 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described

as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, and being the northwestern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the northern line of section 52 North 85 degrees 04 minutes 20 seconds East for a distance of 731.75 feet to the western right of way line of Selene Parkway; thence, along the said right of way line South 21 degrees 35 minutes 00 seconds East for a distance of 140.92 feet; thence, along a curve to the left on said right of way line, said curve having a radius of 843.00 feet, an arc length of 879.45 feet, and whose long chord bears South 51 degrees 28 minutes 12 seconds East for a distance of 840.11 feet; thence, along the said right of way line South 81 degrees 21 minutes 24 seconds East for a distance of 717.77 feet to the beginning of a curve; Said curve turning to the right on the said right of way line, having a radius of 1932.00 feet, an arc length of 331.17 feet, and whose long chord bears South 76 degrees 26 minutes 44 seconds East for a distance of 330.76 feet to a point and corner; thence, departing said right of way line South 85 degrees 04 minutes 03 seconds West for a distance of 333.09 feet to a point on a line; thence, South 84 degrees 48 minutes 09 seconds West for a distance of 2599.53 feet to a point on a line; thence, South 84 degrees 51 minutes 06 seconds West for a distance of 3709.09 feet to a point and corner along a 4' chain link fence; thence, along the said fence North 21 degrees 38 minutes 52 seconds West for a distance of 675.40 feet to a point and corner; thence, South 83 degrees 28 minutes 54 seconds West for a distance of 497.31 feet to a point on a line; thence, South 67 degrees 57 minutes 54 seconds West for a distance of 489.01 feet to the eastern right of way line of Louisiana Highway 30 (Nicholson Drive); thence, along the said right of way line North 22 degrees 24 minutes 10 seconds West for a distance of 202.19 feet to a point and corner of fence; thence, North 68 degrees 04 minutes 54 seconds East for a distance of 489.33 feet; thence, North 05 degrees 20 minutes 06 seconds West for a distance of 135.25 feet to the northern line of section 52; thence, along the said section line North 84 degrees 28 minutes 19 seconds East for a distance of 5001.03 feet to the Point of Beginning; (C) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, thence, along the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) South 22 degrees 14 minutes 25 seconds East for a distance of 487.71 feet to the Point of Beginning; Thence, North 68 degrees 07 minutes 35 seconds East for a distance of 489.26 feet to a point; Thence, North 83 degrees 38 minutes 35 seconds East for a distance of 497.31 feet to a point; Thence, South 21 degrees 29 minutes 11 seconds East for a distance of 671.90 feet to a point; Thence, South 85 degrees 04 minutes 08 seconds West for a distance of 1004.21 feet to a point; thence North 22 degrees 14 minutes 25 seconds West for a distance of 512.30 feet to the Point of Beginning; (D) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish,

Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, being the Point of Beginning; Thence, North 84 degrees 38 minutes 00 seconds East for a distance of 552.81 feet to a point; Thence, South 5 degrees 10 minutes 25 seconds East for a distance of 135.25 feet to a point; Thence, South 68 degrees 14 minutes 35 seconds West for a distance of 489.33 feet to a point; Thence, North 22 degrees 14 minutes 25 seconds West for a distance of 285.62 feet to the Point of Beginning; (E) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard) being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 22°25'02" West a distance of 1644.70 feet to a Point; thence continue North 68°27'46" East a distance of 1975.68 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to a Point; thence continue South 84°28'02" West a distance of 2021.86 feet to the Point of Beginning; (F) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 2021.86 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" East a distance of 3391.97 feet to a Point; thence continue North 21°21'26" West a distance of 3137.20 feet to a Point; thence continue South 68°27'46" West a distance of 3263.44 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to the Point of Beginning; (G) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 5413.83 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 84°28'02" East a distance of 609.05 feet to a Point; thence continue 1343.08 feet along a curve to the left through a central angle of 42°31'55", said curve having a radius of 1809.29 feet a chord direction of North 63°12'05" East and a chord length of 1312.45 feet; thence continue South 85°03'19" West a distance of 830.77 feet to a Point; thence continue North 22°02'46" West a distance of 737.83 feet to a Point; thence continue North 21°05'55" West a distance of 725.10 feet to a Point; thence continue North

21°22'07" West a distance of 459.06 feet to a Point; thence continue South 68°26'04" West a distance of 12.79 feet to a Point; thence continue North 20°47'04" West a distance of 972.92 feet to a Point; thence continue South 68°27'33" West a distance of 20.33 feet to a Point; thence continue North 21°21'26" West a distance of 52.76 feet to a Point; thence continue South 68°27'46" West a distance of 1066.51 feet to a Point; thence continue South 21°21'26" East a distance of 3137.20 feet to the Point of Beginning; and (H) A certain tract or parcel of land, being designated as Tract Y-1, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44 & 51, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" West a distance of 5554.33 feet to a Point; thence continue North 22°25'02" West a distance of 311.95 feet to a Point; thence continue North 32°31'16" East a distance of 68.79 feet to a Point; thence continue North 84°28'02" East a distance of 5926.11 feet to a Point; thence continue 259.46 feet along a curve to the left through a central angle of 7°41'08" said curve having a radius of 1934.29 feet a chord direction of North 80°37'28" East and a chord length of 259.27 feet; thence continue South 66°53'53" East a distance of 45.20 feet to a Point; thence continue South 21°28'56" East a distance of 370.29 feet to a Point; thence continue South 85°04'22" West a distance of 723.72 feet to the Point of Beginning.

Section 3. The District shall be known as the "**Harveston Economic Development District**," and, as such, shall enjoy all powers and privileges granted to economic development districts under the Louisiana Constitution of 1974, as amended (the "**Louisiana Constitution**"), particularly Article VI, Section 30 of the Louisiana Constitution, and the laws of the State of Louisiana, particularly the provisions of the EDD Act, and shall be a political and legal subdivision of the State of Louisiana within the meaning of the Louisiana Constitution.

Section 4. Pursuant to the provisions of the EDD Act, particularly Section 33:9038.32 thereof, the Metropolitan Council shall be the governing authority of the District and the Treasurer of the Parish shall be the Treasurer of the District.

Section 5. The Metropolitan Council hereby pledges and dedicates the incremental revenues generated by the Parish Tax

collected within the boundaries of the District to finance economic development project costs in the District, as such term is defined in Section 33:9038.36 of the EDD Act. Such dedication and pledge also constitutes a designation of the local sales taxes which are to be used in determining the sales tax increments and the initial annual baseline collection rate for the sales tax area, which shall be the amount of such designated sales taxes collected in the sales tax area in the fiscal year of the local governmental subdivision most recently completed prior to the establishment of the sales tax area, all as defined in Section 33:9038.34(C) of the EDD Act.

Section 6. The Metropolitan Council hereby directs the Parish's Finance Director to determine the initial baseline sales tax collection rate and the monthly baseline sales tax collection rate in the District as described by Section 33:9038.34 of the EDD Act. The Metropolitan Council further directs the Finance Director to cause such certification to be included EXHIBIT A annexed hereto. As provided by Section 33:9038.34 of the EDD Act, if the amounts of the initial annual baseline collection rate and the monthly baseline collection rate are not contested within thirty (30) days after the said publication, then such amounts shall be conclusively presumed to be valid, and no court shall have any jurisdiction to alter or invalidate the designation of the amount of either the initial annual baseline collection rate or the monthly baseline collection rate.

Section 7. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not

been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

Section 8. Upon adoption, this Ordinance shall be published in full in one (1) issue of *The Advocate* and shall be recorded in the mortgage records of the East Baton Rouge Parish Clerk of Court.

Section 9. That the Mayor-President and Council Administrator/Treasurer are hereby further authorized and directed, for and on behalf of the Parish and the District, empowered and directed to take any and all such action as may be necessary to carry into effect the provisions of this Ordinance.

Section 10. This Ordinance shall immediately take effect upon adoption.

[Remainder of this page intentionally left blank]

This Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: Councilwoman Denise Amoroso, Councilwoman Chauna Banks, Councilman LaMont Cole, Councilwoman Donna Collins-Lewis, Councilwoman Barbara Freiberg, Councilwoman Erika Green, Councilman Dwight Hudson, Councilman Chandler Loupe, Councilwoman Matt Watson, Councilwoman Tara Wicker

NAYS:

ABSTAIN:

ABSENT: Councilman Tree Welch, Councilman Scott Wilson

Done, Approved and adopted on this, the 11th day of December, 2019.

/s/ Ashley Beck
Council Administrator

/s/ Scott Wilson
President Pro Tempore

in accordance with Section 2.15 of Chapter 2
of the Plan Of Government, I certify this to be the
original ordinance adopted by the Metropolitan
Council at a Regular meeting on
December 11, 2019
Council Administrator.

APPROVED:

SNB
Mayor - President

DISAPPROVED:

Mayor - President

Received from the Mayor - President on the 11th
day of December, 2019
Ashley Beck
Council Administrator

EXHIBIT A

REQUISITION 11297106

OFFICIAL PUBLIC NOTICE
OF THE
METROPOLITAN COUNCIL
OF THE
PARISH OF EAST BATON ROUGE
AND THE
CITY OF BATON ROUGE

PUBLIC NOTICE

NOTICE OF BOUNDARIES OF PROPOSED ECONOMIC DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN of the boundaries of a proposed economic development district which has been proposed to be created by an ordinance of the Metropolitan Council of the City of Baton Rouge, Parish of East Baton Rouge (the "Council") on December 11, 2019 at 4:00 pm in the Metropolitan Council Chambers, located on the third floor of City Hall, 222 St. Louis Street, Baton Rouge, LA. At a regular meeting of the Council held on November 26, 2019, an ordinance proposing to create the Harveston Economic Development District (the "District"), defining the boundaries thereof and providing for other related matters was introduced for public hearing. The boundaries of the proposed District are comprised of the following described tracts of land: (A) A certain tract or parcel of land, being designated as Tract A - East of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 50, 51 and 52, being the northeastern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the eastern line of section 52 South 05 degrees 05 minutes 05 seconds West a distance of 1000.97 feet to a point and corner; thence, South 85 degrees 04 minutes 03 seconds West for a distance of 4782.99 feet to the eastern right of way line of Selene Parkway; thence, along a curve to the left on said right of way line, said curve having a radius of 2068.00 feet, an arc length of 627.89 feet, and whose long chord bears North 72 degrees 39 minutes 29 seconds West for a distance of 625.48 feet; thence, along the said right of way line North 81 degrees 21 minutes 24 seconds West for a distance of 717.78 feet to the beginning of a curve; said curve turning to the right on the said right of way line, having a radius of 707.00 feet, an arc length of 737.57 feet, and whose long chord bears North 51 degrees 28 minutes 12 seconds West for a distance of 704.58 feet; thence, along the said right of way line North 21 degrees 35 minutes 00 seconds West for a distance of 100.23 feet to the northern line of section 52; thence, along the said section line North 85 degrees 04 minutes 20 seconds East for a distance of 6773.75 feet to the Point of Beginning; (B) A certain tract or parcel of land, being designated as Tract A - West of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 45 & 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, and being the northwestern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the northern line of section 52 North 85 degrees 04 minutes 20 seconds East for a distance of 731.75 feet to the western right of way line of Selene Parkway; thence, along the said right of way line South 21 degrees 35 minutes 00 seconds East for a distance of 140.92 feet; thence, along a curve to the left on said right of way line, said curve having a radius of 843.00 feet, an arc length of 879.45 feet, and whose long chord bears South 51 degrees 28 minutes 12 seconds East for a distance of 840.11 feet; thence, along the said right of way line South 81 degrees 21 minutes 24 seconds East for a distance of 717.77 feet to the beginning of a curve; Said curve turning to the right on the said right of way line, having a radius of 1932.00 feet, an arc length of 331.17 feet, and whose long chord bears South 76 degrees 26 minutes 44 seconds East for a distance of 330.76 feet to a point and corner; thence, departing said right of way line South 85 degrees 04 minutes 03 seconds West for a distance of 333.09 feet to a point on a line; thence, South 84 degrees 48 minutes 09 seconds West for a distance of 2599.53 feet to a point on a line; thence, South 84 degrees 51 minutes 06 seconds West for a distance of 3709.09 feet to a point and corner along a 4' chain link fence; thence, along the

said fence North 21 degrees 38 minutes 52 seconds West for a distance of 675.40 feet to a point and corner; thence, South 83 degrees 28 minutes 54 seconds West for a distance of 497.31 feet to a point on a line; thence, South 67 degrees 57 minutes 54 seconds West for a distance of 489.01 feet to the eastern right of way line of Louisiana Highway 30 (Nicholson Drive); thence, along the said right of way line North 22 degrees 24 minutes 10 seconds West for a distance of 202.19 feet to a point and corner of fence; thence, North 68 degrees 04 minutes 54 seconds East for a distance of 489.33 feet; thence, North 05 degrees 20 minutes 06 seconds West for a distance of 135.25 feet to the northern line of section 52; thence, along the said section line North 84 degrees 28 minutes 19 seconds East for a distance of 5001.03 feet to the Point of Beginning; (C) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, thence, along the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) South 22 degrees 14 minutes 25 seconds East for a distance of 487.71 feet to the Point of Beginning; Thence, North 68 degrees 07 minutes 35 seconds East for a distance of 489.26 feet to a point; Thence, North 83 degrees 38 minutes 35 seconds East for a distance of 497.31 feet to a point; Thence, South 21 degrees 29 minutes 11 seconds East for a distance of 671.90 feet to a point; Thence, South 85 degrees 04 minutes 08 seconds West for a distance of 1004.21 feet to a point; thence North 22 degrees 14 minutes 25 seconds West for a distance of 512.30 feet to the Point of Beginning; (D) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, being the Point of Beginning; Thence, North 84 degrees 38 minutes 00 seconds East for a distance of 552.81 feet to a point; Thence, South 5 degrees 10 minutes 25 seconds East for a distance of 135.25 feet to a point; Thence, South 68 degrees 14 minutes 35 seconds West for a distance of 489.33 feet to a point; Thence, North 22 degrees 14 minutes 25 seconds West for a distance of 285.62 feet to the Point of Beginning; (E) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard) being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 22°25'02" West a distance of 1644.70 feet to a Point; thence continue North 68°27'46" East a distance of 1975.68 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to a Point; thence continue South 84°28'02" West a distance of 2021.86 feet to the Point of Beginning; (F) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 2021.86 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" East a distance of 3391.97 feet to a Point; thence continue North 21°21'26" West a distance of 3137.20 feet to a Point; thence continue South 68°27'46" West a distance of 3263.44 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to the Point of Beginning; (G) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 5413.83 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 84°28'02" East a distance of 609.05 feet to a Point; thence continue 1343.08 feet along a curve to the left through a central angle of 42°31'55", said curve having a radius of 1809.29 feet a chord direction of North 63°12'05" East and a chord length of 1312.45 feet; thence continue South 85°03'19" West a distance of 830.77 feet to a Point; thence continue North 22°02'46" West a distance of 737.83 feet to a Point; thence continue North 21°05'55" West a distance of 725.10 feet to a Point; thence continue North

21°22'07" West a distance of 459.06 feet to a Point; thence continue South 68°26'04" West a distance of 12.79 feet to a Point; thence continue North 20°47'04" West a distance of 972.92 feet to a Point; thence continue South 68°27'33" West a distance of 20.33 feet to a Point; thence continue North 21°21'26" West a distance of 52.76 feet to a Point; thence continue South 68°27'46" West a distance of 1066.51 feet to a Point; thence continue South 21°21'26" East a distance of 3137.20 feet to the Point of Beginning; and (H) A certain tract or parcel of land, being designated as Tract Y-1, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44 & 51, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" West a distance of 5554.33 feet to a Point; thence continue North 22°25'02" West a distance of 311.95 feet to a Point; thence continue North 32°31'16" East a distance of 68.79 feet to a Point; thence continue North 84°28'02" East a distance of 5926.11 feet to a Point; thence continue 259.46 feet along a curve to the left through a central angle of 7°41'08" said curve having a radius of 1934.29 feet a chord direction of North 80°37'28" East and a chord length of 259.27 feet; thence continue South 66°53'53" East a distance of 45.20 feet to a Point; thence continue South 21°28'56" East a distance of 370.29 feet to a Point; thence continue South 85°04'22" West a distance of 723.72 feet to the Point of Beginning.

EXHIBIT D

RESOLUTION NO. 20-00906 (#55140)
BOARD APPROVAL OF DEVELOPMENT PLAN, AGREEMENT AND
AUTHORIZATION FOR CHAIRPERSON TO SIGN AGREEMENT

[TO BE ATTACHED]

EXHIBIT E

ECONOMIC BENEFIT REPORT

Analysis of Economic District for Harveston for East Baton Rouge Parish

Page 1

Analysis of Economic Development District for Harveston in East Baton Rouge Parish

Prepared by Dr. James A. Richardson, Alumni Professor of Economics and Public Administration at Louisiana State University¹

Economic Development District for East Baton Rouge Parish (Harveston): An Economic

Development District with Tax Incremental Financing (TIF) of the 2% sales tax belonging to the EBR Parish for net new sales associated with the new retail stores to be constructed in the Harveston EDD with the TIF being in force the shorter of 12 months after the date all expenses and debt of the EDD have been paid in full or 40 years from the date on which EBR Parish sales taxes have been levied and collected.

Tax Increment Financing: Tax Increment Financing (TIF) is a mechanism by which public decisions regarding the use of public resources can be expressed via use of the tax system. The City/Parish is declaring that a particular project, or in this case, the development of Harveston is an important commitment for the City/Parish to make for the long-term development of the City/Parish. Hence, the City/Parish is prepared to support public investment, via a TIF, to this project over a number of years. The public investment is the foregone 2% sales taxes that would have been received by the City/Parish over the time period as stated above.

Proposed Activity at Harveston EDD:

(1) Estimated \$347.744 million of commercial, special use, hotel, senior living, and office construction over a 10-year period;

(2) estimated \$65.269 million for the dedication of open land for roads, a school, and open areas;

(3) estimated \$176.975 million for infrastructure investment of roads, bridges, roundabouts, utilities, and offsite connections; the development of Town Square, streetscapes, walking and bike paths, and parking structure with all these investments; and engineering/legal/landplanning costs with these investments being made over a three-year period;

(4) total construction activity being an estimated \$524.720 million; and,

(5) estimated retail sales at the Harveston EDD of \$137.630 million with overall sales tax collections being an estimated \$7,878,050 per year for all parish entities and \$2,752,600 per year for the City/Parish. The 2% TIF only applies to the City/Parish sales tax.

(6) retail sales will reach 33% of estimated total retail sales by 2024; 50% by 2026; 67% by 2028; 88% by 2030; and 100% by 2031 with all sales estimates being in 2020 dollars.

¹ The analysis represents solely the findings and opinion of Dr. Richardson and none of the other organizations

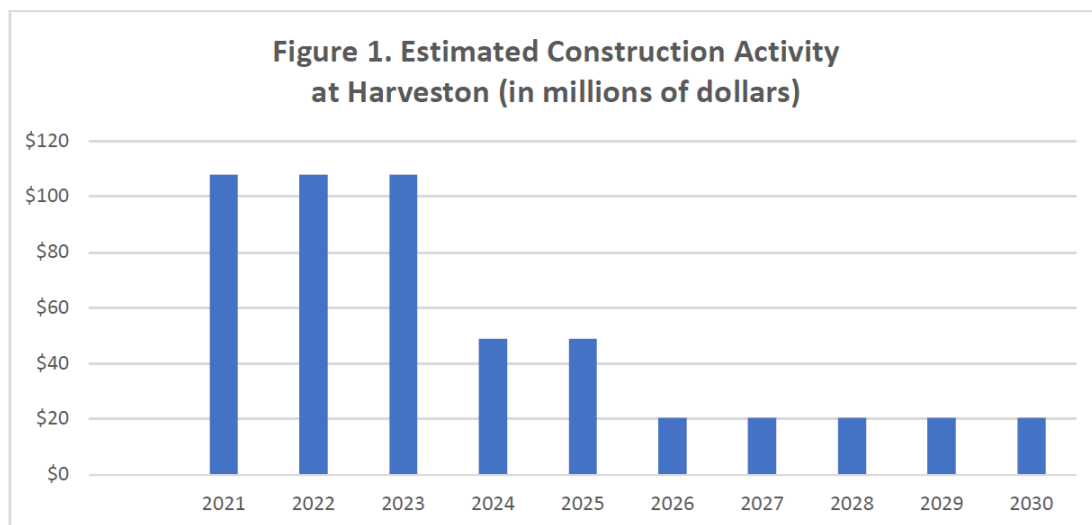
with which he is affiliated.

Analysis of Economic District for Harveston for East Baton Rouge Parish

Page 2

Economic Impact of Construction Activity: Estimated Construction Activity of \$524.72 million

over a ten-year period as shown in Figure 1 leads to additional employment in the Baton Rouge area of 1,000 jobs with personal earnings of around \$54.5 million per year the first three years; about 475 jobs with earnings of \$25 million the next two years; and about 200 jobs with earnings of just over \$10 million the last five years of the construction work. This generates about \$10 million of local taxes for all local governments over the three-year period with about \$3 million going to the parish government.



Cost of TIF to the City/Parish: The City/Parish is assigning the 2% sales tax on retail sales to the

Harveston Economic Development District to provide payment for the development of the infrastructure. The present value with a 1.5% discount rate over a forty-year time period that the parish will dedicate for the community construction activity at Harveston is an estimated \$69.0 million.

Benefits of the activity at Harveston: The investment in the infrastructure is estimated to be

\$176.975 million (including interest expense over a ten-year period). In addition to the infrastructure the City/Parish will also gain the additional economic gains from the construction activity over the ten years as indicated above in the Economic Impact of the Construction Activity. The present value of the total benefits come to \$195.6 million.

Benefit:Cost Ratio: The benefit-cost ratio from the perspective of the parish is estimated to be 2.835 with the present value of the benefits as defined above is \$195.6 million and the estimated value of the costs to the City/Parish being \$69 million.

LIST OF EXHIBITS

- EXHIBIT A: Boundaries of the District; the Property.
- EXHIBIT B: Development Plan.
- EXHIBIT C: Ordinance No. 19-01286 (#17212); Creation Ordinance.
- EXHIBIT D: Resolution No. 20-00906 (#55140); Approval of Development Plan and Agreement and Authorization for Chairperson to sign Agreement.
- EXHIBIT E: Economic Benefit Report.

EXHIBIT C

Form of Pledge and Assignment Agreement

PLEDGE AND ASSIGNMENT AGREEMENT

BE IT KNOWN THAT, BEFORE the undersigned Notaries Public and in the presence of the undersigned witnesses, personally came and appeared **HARVESTON ECONOMIC DEVELOPMENT DISTRICT**, with its principal office located at be 222 Saint Louis Street, Room 364, Baton Rouge, Louisiana 70802, represented herein by Scott Wilson, its Chairman, duly authorized by a resolution adopted on September 2, 2020 (together with its successors and assigns, the “District” or “Pledgor”), and **SLP DEVELOPMENT LLC**, a Louisiana limited liability company, having its principal place of business located at 4171 Essen Lane, Suite 450, Baton Rouge, Louisiana 70809, represented herein by Milford Wampold, III, its duly authorized Manager (together with its successors and assigns, “Developer” or “Pledgee”), who, intending to be legally bound, hereby make the following declarations:

RECITALS:

A. Pledgor is a political subdivision of the State of Louisiana (the “State”) created to provide for cooperative economic development among the City of Baton Rouge/Parish of East Baton Rouge (the “City/Parish”), the Developer, and the District in order to provide for the construction of a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases within the District located in the City/Parish(the “Project”), as more specifically provided Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the “Act”).

B. Pursuant to the Act, in order to provide funds for the purposes of the District, Pledgor, acting by and through the Metropolitan Council of the City of Baton Rouge/Parish of East Baton Rouge, acting as its governing authority, is authorized to levy and collect sales and hotel occupancy taxes within the (the “Taxes”). Pursuant to the Act, the Taxes shall be levied by an ordinance adopted by the District, and the tax rate for such Taxes shall be as set forth in such ordinance.

C. Pledgor exercises all the powers of a political subdivision necessary or convenient for the carrying out of its objects and purposes including, but not limited to, entering into contracts and agreements of cooperative endeavors for the public purposes of the District with the State and its political subdivisions or political corporations, and with any public or private association, corporation, business entity, or individual.

D. Pledgor has adopted an ordinance, substantially in the form attached hereto as **Exhibit A** (the “Ordinance”), providing for the levy and collection of the Taxes.

E. Pledgor is entering into this Pledge and Assignment Agreement (this “Agreement”) for the security and/or payment of the Project Obligations of the District (as such term is defined in the CEA) and to reimburse Developer for the Project Costs (as such term is defined in the CEA) pursuant to that certain Cooperative Endeavor Agreement among Pledgor, Pledgee, and the City/Parish (the “CEA”), substantially in the form attached hereto as **Exhibit B**, subject to such changes as approved by counsel to the parties thereto, wherein Pledgor agrees to levy and collect the Taxes and pay the proceeds thereof to Pledgee or its designee.

NOW THEREFORE, be it agreed, by and between the parties hereto, for and in consideration of the premises and their mutual covenants and agreements set forth herein, that:

1. Capitalized Terms. All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the CEA.

2. Pledge and Assignment. Pledgor hereby pledges, transfers, assigns and delivers to Pledgee, who hereby accepts this pledge, transfer, assignment and delivery, all of Pledgor's right, title and interest in and to any and all revenues generated by the Taxes now or in the future, as security for and/or payment and reimbursement of the Project Obligations of the District, including, without limitation, its obligation to pay or reimburse all of the Project Costs paid or incurred by Developer, whether past, present or future. Pledgor acknowledges, consents to, and approves any pledge or assignment by Pledgee of its rights hereunder and the proceeds of the Taxes to any financial institution or other creditor designated by Pledgee in connection with the issuance of, security for, or payment of, any and all indebtedness incurred by Pledgee for Project Costs from time to time, and without further approval. The District hereby acknowledges and agrees that it is obligated to pay the Taxes to Pledgee as reimbursement for all Project Costs incurred by or on behalf of Developer to date in connection with the Project, and as security for the payment of all Project Costs to be incurred in connection with the Project, until such time as all Project Obligations of the District and Project Costs are paid in full, as to both principal and interest.

3. Notices. Any and all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered, overnight or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, three (3) days after the date of deposit in the United States mail, or if express-mailed, one (1) business day after delivery to a reputable overnight express mail courier, as follows:

If to Pledgee: SLP Development LLC
4171 Essen Lane, Suite 450
Baton Rouge, Louisiana 70809

If to Pledgor: Harveston Economic Development District
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802
Attention: Chairman

Any party may by notice given in accordance with this Section to the other parties designate another address or person for receipt of notices hereunder.

4. Further Assurances. Pledgor agrees to execute all additional documents, instruments and agreements that Pledgee may deem to be necessary and proper, within its reasonable discretion, to keep this Agreement in effect, to better reflect the true intent of this Agreement, and to consummate fully all of the transactions contemplated hereby.

5. Successors and Assigns. This Agreement will inure to the benefit of Pledgee, its successors and assigns, and will bind Pledgor's successors and assigns.

6. Waivers. No waiver of a default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof. No provision of this Agreement can be waived unless such waiver is expressed in writing and signed by the party or parties making waiver.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

8. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Signatures by facsimile shall be considered valid and binding on the parties hereto.

9. Incorporation of Recitals. The recitals set forth above shall be a part of this Agreement and are fully incorporated herein.

IN WITNESS WHEREOF, this Agreement has been signed on the ____ of _____, 2020, in Baton Rouge, Louisiana, in the presence of the undersigned witnesses and Notary Public, but intending to be effective as of the 9th day of September, 2020.

WITNESSES:

Print Name: _____

Print Name: _____

PLEDGOR:

**HARVESTON ECONOMIC
DEVELOPMENT DISTRICT**

By: _____

Name: Scott Wilson

Its: Chairman

NOTARY PUBLIC

[COUNTERPART SIGNATURE PAGE FOLLOWS]

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COUNTERPART SIGNATURE PAGE TO
PLEDGE AND ASSIGNMENT AGREEMENT
BY AND BETWEEN
HARVESTON ECONOMIC DEVELOPMENT DISTRICT
AND SLP DEVELOPMENT LLC

IN WITNESS WHEREOF, this Agreement has been signed on the ___ day of _____, 2020, in Baton Rouge, Louisiana, in the presence of the undersigned witnesses and Notary Public, but intending to be effective as of the 9th day of September, 2020.

WITNESSES:

Print Name: _____

Print Name: _____

PLEDGEE:

SLP DEVELOPMENT LLC

By: _____
Name: Milford Wampold, III
Its: Manager

NOTARY PUBLIC

EXHIBIT A

Form of Ordinance

EXHIBIT B

Form of Cooperative Endeavor Agreement

EXHIBIT D

Form of Collection Agreement

COLLECTION AGREEMENT

THIS COLLECTION AGREEMENT (this "Agreement"), executed on the dates set forth below the parties' respective signatures hereto, but intending to be effective as of the 9th day of September, 2020, is entered into by and between **HARVESTON ECONOMIC DEVELOPMENT DISTRICT** (hereinafter referred to as the "DISTRICT"), herein represented by Scott Wilson, its Chairman, duly authorized, and **CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE** (hereinafter referred to as "CITY/PARISH"), herein represented by _____, its _____, duly authorized, who, intending to be legally bound, hereby agree as follows:

RECITALS:

A. Pursuant to an ordinance properly adopted by the DISTRICT and dated September 9, 2020 (the "Ordinance"), the DISTRICT has begun, as of the date provided in the Ordinance, levying and collecting sales and hotel occupancy taxes within the boundaries of the DISTRICT; and

B. The DISTRICT is charged with the duty to provide for the development of, and dramatic improvement to, the property within the District into a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases all of such property being located in the boundaries of the DISTRICT as described in the Ordinance; and

C. The CITY/PARISH is serving as the sole collector of sales and hotel occupancy taxes in the City of Baton Rouge/Parish of East Baton pursuant to applicable law.

NOW THEREFORE, be it agreed, by and between the parties hereto, for and in consideration of the premises and their mutual covenants and agreements set forth there, that:

1. The CITY/PARISH is hereby appointed the agent of the DISTRICT to administer the collection and enforcement of the taxes levied pursuant to the Ordinance adopted by the DISTRICT in accordance with the provisions of Section 9038.39 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), which taxes shall be at the rates authorized by and set forth in the Ordinance of the DISTRICT to be collected within the boundaries of the DISTRICT as established by the Act (the "Taxes").

2. The Tax Administrator of the CITY/PARISH, and his duly authorized agents (the "Tax Administrator"), are hereby authorized to assist the Metropolitan Council of the CITY/PARISH, acting as the governing authority of the DISTRICT, in the collection of said Taxes; and the Tax Administrator shall have all of the power and authority of the DISTRICT which enacted said Taxes, pursuant to the Ordinance, a copy of which is attached hereto as **Exhibit A**, and the Tax Administrator is hereby designated by the CITY/PARISH as the CITY/PARISH officer to serve

as the agent of the DISTRICT for the purpose of collecting and administering the collection of the Taxes levied by the DISTRICT, including the institution and prosecution of any legal action in connection therewith.

3. The CITY/PARISH shall bear all of the costs involved in collecting and enforcing the collection of the Taxes, but shall retain, as reimbursement for the expense of collecting said Taxes, the greater of (i) Five Hundred Dollars (\$500.00) and (ii) one percent (1%) of the Monthly Pledged Parish Tax Increment (as defined in that certain Cooperative Endeavor Agreement by and among the DISTRICT, the CITY/PARISH, and SLP Development LLC), to be retained as a monthly collection fee by the City/Parish for the purpose of defraying the costs of collecting the Taxes and maintaining all necessary records

4. Within twelve (12) Business Days (as defined below) following the last day of each month during the term of this Agreement, the CITY/PARISH shall remit to the DISTRICT, or any financial institution designated by written order of the DISTRICT, monthly proceeds of the Taxes, including interest and penalties collected by it for the DISTRICT, less the amount to be retained pursuant to Section 3 of this Agreement, which the CITY/PARISH is hereinabove authorized to retain. For purposes of this Agreement, the term “Business Day” shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State of Louisiana.

5. The Tax Administrator is to collect the Taxes on the same basis, and pursuant to the same rules and regulations, under which he collects the sales and use taxes levied by the CITY/PARISH under the Code of Ordinances of the CITY/PARISH.

6. This Agreement shall remain in full force and effect until terminated by expiration or termination of the Taxes.

7. Any and all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered, overnight or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, three (3) days after the date of deposit in the United States mail, or if express-mailed, one (1) business day after delivery to a reputable overnight express mail courier, as follows:

If to the DISTRICT: Harveston Economic Development District
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802
Attention: Chairman

If to the CITY/PARISH: City of Baton Rouge/Parish of East Baton Rouge
Finance Department/Revenue Division
Attn: Revenue Manager
222 St. Louis, 3rd Floor
Baton Rouge, Louisiana 70802

Any party may by notice given in accordance with this Section to the other parties designate another address or person for receipt of notices hereunder.

8. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Louisiana.

9. The recitals set forth above shall be a part of this Agreement and are fully incorporated herein.

10. No waiver of a default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof. No provision of this Agreement can be waived unless such waiver is expressed in writing and signed by the party or parties making waiver.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, partners, principals, employees, heirs, executors, successors, devisees and assigns.

12. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Signatures by facsimile shall be considered valid and binding on the parties hereto. This Agreement, including the attached schedules and exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all parties to this Agreement.

[COUNTERPART SIGNATURE PAGES FOLLOW]

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COUNTERPART SIGNATURE PAGE TO COLLECTION AGREEMENT

THUS DONE AND SIGNED in quadruplicate originals on the date set forth below, but intending to be effective as of September 9, 2020, in the presence of the undersigned competent witnesses.

WITNESSES TO THE SIGNATURE OF
HARVESTON ECONOMIC
DEVELOPMENT DISTRICT

**HARVESTON ECONOMIC
DEVELOPMENT DISTRICT**

Name: _____

By: _____

Name: Scott Wilson

Its: Chairman

Date: _____

Name: _____

WITNESSES TO THE SIGNATURE OF
CITY OF BATON ROUGE/PARISH OF
EAST BATON ROUGE

**CITY OF BATON ROUGE/PARISH OF
EAST BATON ROUGE**

Name: _____

By: _____

Name: _____

Its: _____

Date: _____

Name: _____

EXHIBIT A

Copy of the Ordinance

EXHIBIT E

Development Plan





EXHIBIT F

Form of Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Metropolitan Council of the City of Baton Rouge / Parish of East Baton Rouge, State of Louisiana (the “Metropolitan Council”), acting as the governing authority of the Harveston Economic Development District (the “District”), met in an open and public session and held a public hearing at the principal office of the District located at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, with a notice and agenda for such public session posted in accordance with Louisiana Revised Statute 42:19 and 42:19.1 on September 9, 2020 at 4:00 p.m., to hear any objections to the adoption of an Ordinance introduced by Metropolitan Council in an open and public session at hearing at the principal office of the District located at 222 St. Louis Street, Room 364, Baton Rouge, Louisiana 70802, with a notice and agenda for such public session posted in accordance with Louisiana Revised Statute 42:19 and 42.19.1, on September 2, 2020 at 4:00 p.m., entitled as follows:

AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF SALES AND HOTEL OCUPANCY TAXES WITHIN THE BOUNDARIES OF THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT; PROVIDING FOR THE ASSESSMENT, COLLECTION, PAYMENT AND DEDICATION OF SUCH TAXES AND THE PURPOSES FOR WHICH THE PROCEEDS OF SAID TAXES MAY BE EXPENDED; PROVIDING FOR THE EFFECTIVE DATE OF SUCH TAXES PURSUANT TO SECTION 9038.39 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

A copy of the resolution of the District authorizing this Ordinance shall be published twice in the official journal of East Baton Rouge Parish pursuant to La. Revised Statute 33:9038.39.