

FORM OF
COOPERATIVE ENDEAVOR
AGREEMENT

Dated _____, 2024

by and among

The City of Shreveport, State of Louisiana,

Health Care & Technology Innovation District West, State of Louisiana

and

[Name of Economic Development Corporation]

relating to Economic Development in the
Health Care & Technology Innovation District West,
State of Louisiana

Exhibit B
to District Creation Ordinance

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* * * * *

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COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “*Agreement*”), which shall be dated as of _____, 2024, is by and among:

THE CITY OF SHREVEPORT, STATE OF LOUISIANA (the “*City*”), a political subdivision of the State of Louisiana, represented and appearing herein through the Mayor, who is duly authorized hereunto; and

HEALTH CARE & TECHNOLOGY INNOVATION DISTRICT WEST, STATE OF LOUISIANA (the “*District*”), a political subdivision of the State of Louisiana, represented and appearing herein through the Mayor of the City of Shreveport who is duly authorized hereunto;

WHO DECLARED that they desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.), by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth, and

[NAME OF ECONOMIC DEVELOPMENT CORPORATION] (the “*District Manager*”), a Louisiana nonprofit economic development corporation, appearing herein through its Chairperson or Vice Chairperson, both duly authorized individually hereunto by virtue of that certain resolution adopted by the District Manager on _____.

WITNESSETH

WHEREAS, the City, District and District Manager desire to develop the District into a nationally recognized hub for health care and technology innovation, research, and education; and

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.) (the “*Act*”) authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, pursuant to the Act, the governing authority of the City adopted Ordinance No. _____ on _____, 2024, creating the District (the “*Creation Ordinance*”), in accordance with La. R.S. 33:9038.32, with boundaries as set forth in **Exhibit A** hereto; and

WHEREAS, for the purposes of financing the costs of Economic Development projects within the District, the Act provides that the District shall have tax increment finance authority; and

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WHEREAS, the City currently levies and collects multiple sales and use taxes with a combined total of two and three quarters percent (2.75%) within the District (the ***“Existing Tax”***); and

WHEREAS, it is the desire of the District and the City to pledge and dedicate the revenues collected in excess of the Annual Local Base (defined below) generated by the City’s Existing Tax now being levied and collected by the City within the boundaries of the District (the ***“S&U Increment”***) to finance costs of the Economic Development, subject to the payment of the City’s obligations contained in the ordinances levying the respective sales and use taxes (the ***“Prior Levy Ordinances”***), including obligations to make payments to the police and fire retirement systems; and ; and

WHEREAS, the proceeds of the S&U Increment and any taxes that may be hereafter levied by the District, as provided for herein, will be paid into the Health Care & Technology Innovation District West Trust Fund established by the District pursuant to the Act and the Creation Ordinance (the ***“Trust Fund”***) and are dedicated and will be used to pay the costs of Economic Development; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) (the ***“Local Services Law”***), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement (including Economic Development), the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under the Local Services Law such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public developments or improvements; and

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, et seq.) (the ***“Cooperative Economic Development Law”***), provides that local governmental subdivisions (including municipalities) may cooperate or engage in cooperative endeavors providing for cooperative financing of Economic Development with other local governmental subdivisions or with any other private or public entity or person, for the purpose of

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aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

WHEREAS, the City and District wish to provide financial incentives to attract private investment within the District through the use of District Revenue (defined herein); and

WHEREAS, the City and the District expect that they will receive benefits from the development and execution of the District Development Plan (defined herein) equal to or exceeding any benefits provided by the City or the District, including the undertaking of the construction of District Development Projects (defined herein), in the form of increased job opportunities, increased economic growth, increased revenues, a growing technology sector, increased positive health outcomes, increased health care service offerings, increased educational and training opportunities, the enhanced ability to compete for top medical professionals, employees, residents, scientists, researchers and top technology developers, and the enhanced ability to attract patients from outside of the City and region, all as further set forth herein.

NOW, THEREFORE, the City, the District, and the District Manager each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants, and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“Agreement” shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

“Annual Local Base” shall mean the shall be the average amount of the Existing Tax collected by the City within the District during the three most recently completed Fiscal Years prior to the establishment of the District, which has been determined by the District to be _____ dollars (\$_____).

“Annual Local Increment” shall mean revenues collected in excess of the Annual Local Base and the Monthly Local Base.

“Annual Pledged Local Increment” shall mean a sum equal to one hundred percent (100%) of the Annual Local Increment after the payment by the City of the City’s Prior Payment Obligations.

“Authorizing Legislation” shall mean collectively, the Creation Ordinance and the Act.

“City” shall mean the City of Shreveport, State of Louisiana.

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“Existing Taxes” shall mean sales and use taxes levied and collected by the City equal to two and three quarters percent (2.75%) of each dollar of retail sales at the point of sale.

“Collector” shall mean the Caddo-Shreveport Sales and Use Tax Commission or such other person or entity that collects sales taxes on behalf of taxing authorities in the City.

“Creation Ordinance” shall mean that certain ordinance adopted by the Shreveport City Council on [_____, 2024], which, among other things, established the District and the Increment.

“District” shall mean the Health Care & Technology Innovation District West, State of Louisiana, the boundaries of which are shown on **Exhibit A** hereto.

“District Development Project” shall mean those projects that are:

- (a) Recommended by the District Manager, and
- (b) Meet the definition of Economic Development, as defined herein, and either
 - (i) directly provide for or support health care innovation, technology invocation, the provision of health care services or health care training and education,
 - (ii) provide for the enhancement of offerings available to employees, medical professionals, patients and/or patient visitors, or
 - (iii) enhance the usability and/or aesthetics of the District.

“District Development Plan” shall have the meaning provided for in the Creation Ordinance.

“District Manager” shall mean [Name of Economic Development Corporation] a Louisiana nonprofit economic development corporation comprised solely of three shareholders nominated and selected by the Nominating Entities and any successor provided for herein.

“District Revenue” shall mean the revenue generated by the Increment, by any additional sales and use tax and/or hotel occupancy tax levied by the District at any future point in time, as allowed by current or future law, and revenue generated from other sources at any point in time by the District, as allowed by current or future law.

“Economic Development” shall mean, without limitation, projects suitable to any industry determined by the City and the District to create economic development, including, without limitation, public works and infrastructure and projects to assist the following industries within the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- (a) Industrial, manufacturing, and other related industries.

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- (b) Housing and related industries.
- (c) Hotel, motel, conference facilities, and related industries.
- (d) Commercial, retail, and related industries.
- (e) Amusement, places of entertainment, theme parks, and any other tourism-related industry.
- (f) Transportation-related industries.
- (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory, and related industries.
- (h) Any other industry determined by the local governmental subdivision or issuer of revenue bonds, as appropriate, whose assistance will result in economic development.
- (i) Costs associated with the promotion of economic development in the District.

“Effective Date” shall mean the date of this Agreement as specified in the Preamble.

“Fiscal Year” means the City’s one-year accounting period as determined by the governing authority of the City, currently the year ending December 31 of each year.

“Force Majeure” means and shall be limited to: an event which is beyond the reasonable control of the District Manager and which causes a delay or failure to perform obligations hereunder, including without limitation acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, acts of civil or military authority, sabotage, terrorism, pandemics, endemics, floods, lightning, hurricanes, tornadoes, severe snow storms, uprisings, major equipment failure, utility disruption, failure of a major supplier to perform its obligation to the District Manager not arising out of or involving a failure toward such supplier by the District Manager, strikes, lockouts or other labor disputes with respect to which the District Manager has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices, or change in law or the interpretation thereof by a responsible authority which shall prohibit any material and essential component of any District Development Project or materially increase the costs of the foregoing beyond those foreseeable on the date hereof, so long as, in any such case (i) such events are beyond the reasonable control of, and should not in the exercise of reasonable caution have been foreseen and avoided or mitigated by, the District Manager and (ii) the District Manager is using its best reasonable efforts to remedy the effects thereof.

“Increment” shall mean revenues collected in excess of the Annual Local Base generated by the City’s two and three quarters percent (2.75%) sales and use tax now being levied and collected by the City within the boundaries of the District.

“Monthly Local Base” shall mean one twelfth (1/12) of the Annual Local Base, which has been determined by the District to be _____ (\$ _____).

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“Monthly Local Collection” shall mean the Existing Taxes collected within the District during each calendar month following the Effective Date.

“Monthly Local Increment” shall mean the amount by which the Monthly Local Collection exceeds the Monthly Local Base.

“Monthly Pledged Local Increment” shall mean a sum equal to one hundred percent (100%) of the Monthly Local Increment, after payment by the City of the City’s Prior Payment Obligations.

“Nominating Entities” shall mean Willis-Knighton Medical Center, and/or any related entities under common control with Willis-Knighton Medical Center.

“Permitted Investments” shall mean those certain securities, obligations or other instruments specifically set forth in La. R.S. 33:2955 as amended from time to time, or pursuant to any other constitutional or statutory authority, as being legal investments for political subdivisions of the State.

“Prior Payment Obligations” shall mean those amounts of Existing Taxes collected and required to be use for specific purposes as provided for under the ordinances levying said sales tax.

“State” shall mean the State of Louisiana.

“Term” shall mean the term of this Agreement as set forth in Section 2.09 hereof and shall include any Renewal Terms.

“Trust Fund” shall mean the Health Care & Technology Innovation District West Trust Fund established, held, and maintained by the District pursuant to La. R.S. 33:9038.34(O) and the Creation Ordinance, which constitutes a special trust fund for the furtherance of Economic Development, into which the District Revenue, including the Annual Local Increment, will be deposited and expended in furtherance of District Development Projects in the manner set forth herein.

SECTION 1.02. 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
REPRESENTATIONS AND WARRANTIES OF THE CITY AND THE DISTRICT

SECTION 2.01. City and District Authority. The City and the District have all requisite power pursuant to the Act, Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law, and the Cooperative Economic Development Law

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and have each independently taken the steps necessary to obtain authorization to enter into this Agreement and perform their obligations hereunder, including the adoption of the required resolutions and/or ordinances, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Collections. The District and the City both hereby represent that the current internal collection process of the City is adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the District Revenue.

SECTION 2.03. Accuracy of Base Collections. The City hereby covenants and represents that the Monthly Local Base and Annual Local Base as stated herein are accurate in all material respects.

SECTION 2.04. Availability of Funds. The City covenants and represents that the sources of funding for the Annual Local Increment are lawfully available to be utilized in the manner set forth herein.

SECTION 2.05. Scope of District Development. The District Development will require both significant public infrastructure and significant District Development Project costs that are within the scope of the definition of “Economic Development,” as defined in R.S. 33:9038.34(M) of the Act.

SECTION 2.06. Public Hearing. The City has (i) conducted a public hearing, (ii) created and designated the boundaries of the District in accordance with the Act and (iii) approved the execution of this Agreement.

SECTION 2.07. No Suits. To the current, actual knowledge of the City and District, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against or affecting the City or District respectively, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity of this Agreement or any agreement or instrument to which the City or District, respectively, is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.08. Agreement Not Intended to be Indebtedness. Although the District may issue bonds or other indebtedness relating to the District through the Northwest Louisiana Finance Authority, the essence of the undertakings of the City and the District hereunder are for the City, the District and the District Manager to work cooperatively for the payment of the costs of Economic Development, and specifically for the reimbursement of a portion of the cost of any District Development Projects to third party entities undertaking an approved Development District Project. The undertakings of the City and the District described herein do not represent and are not intended to create any indebtedness on the part of the City or the District, since such undertakings of the City and the District do not involve any loan of moneys or assets of the City or the District

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or vice versa, nor the issuance of any indebtedness by the City or the District, but rather provide solely for the cooperative use of the District Revenues for the purposes and under the conditions described herein.

SECTION 2.09. Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto (the “**Effective Date**”) for a term of twenty-five years (25) and shall automatically renew for additional fifteen (15) year terms (each a “**Renewal Term**”) unless terminated by any party with written notice to all other parties at least ninety (90) days prior to the date scheduled for termination. This Agreement shall also be subject to termination for cause upon: 1) a change in the number of shareholders of the District Manager, 2) a change in the makeup of the shareholders of the District Manager which does not result in each Nominating Entity having one nominated and selected person serving as a shareholder, or 3) a change in the ownership or control of any of the Nominating Entities. Notwithstanding the foregoing, the transfer of ownership interest by a Nominating Entity to a successor entity shall not constitute a change in ownership of a Nominating Entity for purposes of terminating this Agreement if such transfer is approved by the District’s Governing Authority, or upon such time as the District fails to exist.

ARTICLE III
COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement it is not the intent of the City or the District to enter into a gratuitous transfer of public funds because such parties acknowledge that the acquisition, construction and installation of District Development Projects shall be “Economic Development” within the meaning of La. R.S. 33:9038.34, and that they will each receive something of equal or greater value in return for the performance of their obligations hereunder, which is:

- (a) in the case of the City, promotion of Economic Development in the City, the development and elimination of blighted and vacant property, the improvement of the health and welfare of residents, the creation of jobs, the enhancement of tax revenues, the growth of the technology sector, the enhancement of health services available to residents of the City, enhanced health services to support attracting patients from outside of the City, to support attracting top medical professionals, residents, researchers and scientists, to support attracting top technology developers, and the generation of additional revenues for infrastructure and other necessary expenditures in the District for the City;
- (b) in the case of the District, promotion of Economic Development in the District, the development and elimination of blighted and vacant property, the improvement of the health and welfare of residents, the creation of jobs, the enhancement of tax revenues for the local taxing entities, the growth of the technology sector, the enhancement of health services available to residents of the City, enhanced health services to support attracting patients from outside of the City, and to support attracting top medical professionals, residents, researchers and scientists, to support

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attracting top technology developers, and the generation of additional revenues for infrastructure and other necessary expenditures in and for the District;

- (c) in the case of the District Manager, the enhancement of the District, the enhanced ability to attract patients from outside of the City and region, the ability to advance research and development, the ability to enhance available health care services, and the enhanced ability to recruit top medical professionals, employees, residents, scientists and researchers.

Additionally, the City, the District and the District Manager will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure, and use of the District Revenue.

Based on the representations and warranties contained in ARTICLE II herein, the City and the District further find and determine that (a) both the City and the District have the legal authority to enter into this Agreement, and (b) District Development Projects will be Economic Development projects within the meaning of the Act that create a public benefit, specifically the elimination of blighted and vacant property, increased job opportunities, increased economic growth, increased revenues, the growth of the technology sector, increased positive health outcomes, increased health care services, increased educational and training opportunities, the enhanced ability to compete for top medical professionals, employees, residents, scientists and researchers, the enhanced ability to attract top technology developers, the enhanced ability to attract patients from outside of the City and region, and an increase in the generation of revenues for infrastructure and other necessary expenditures in and for the City, all commensurate with the City and District's contributions to the District Development Projects.

ARTICLE IV
COLLECTION AND USE OF DISTRICT REVENUE

SECTION 4.01. Collection Process. The City shall (or shall cause the Collector) to classify and reconcile Monthly Local Increment receipts and the monthly receipts of any other District Revenue, that are collected within the District as promptly as practicable, and in any event no more than sixty calendar days after the close of the filing quarter, and shall transfer forthwith (or cause the Collector to transfer forthwith) the Monthly Local Increment and other District Revenue, if any, to the District for deposit into the Trust Fund. It shall be the continuing duty of the City to transfer forthwith (or cause the Collector to transfer forthwith) all Monthly Local Increments and other District Revenue, if any, collected within the District, to the District for deposit into the Trust Fund on at least a quarterly basis for the Term of this Agreement. The City and the District may provide for such amounts to be deposited directly into the Trust Fund by the City. In the event the total amount of funds transferred to the District from Monthly Local Increments exceed the Annual Local Increment for that particular year, the excess funds received by the District shall be credited against Monthly Local Increments due to the District in the following year.

SECTION 4.02. Calculations. Collections from the District received in any month as a result of audits shall be treated as current collections for such month for purposes of this Agreement.

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If it is determined that for any period of time less monies have been transferred than were due, for whatever reason, the City shall direct an adjustment to such amounts paid into the Trust Fund in order that the shortfall or over-collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District and City shall not be obligated to use any funds for adjustments other than funds constituting District Revenues.

SECTION 4.03. Use of District Revenue. The parties hereto hereby agree that District Revenue will only be used for the purposes authorized in this Agreement in furtherance of the District Development Projects which are considered Economic Development as defined herein.

SECTION 4.04. Scope and Specifications of District Development Projects. The parties hereto agree the District Development Projects will be in conformity with the District Development Plan. Notwithstanding any language to the contrary, the parties expressly acknowledge and agree that the District Development Projects shall be constructed in strict accordance with all applicable state and local requirements, codes, and standards/guidelines (hereinafter sometimes referred to, in globo, as “*Applicable Standards*”).

SECTION 4.05. Reserved.

SECTION 4.06. Disbursement of Monies From the Trust Fund.

(a) Funds deposited in the Trust Fund including, without limitation, District Revenue, shall be disbursed by the District from time to time to pay the costs of the District Development Projects, including reimbursement costs or the payment of debt service for such purposes.

(b) With regard to funds utilized for any District Development Project, said funds shall be disbursed pursuant to a requisition executed by the person or entity responsible for undertaking the particular District Development Project and delivered to the District. All requisitions submitted for funds must be in furtherance of the District Development Project and for use in conformity with this Agreement and the District Development Plan, and shall be in substantially the form as set forth on **Exhibit B** attached hereto, and shall be approved in writing by an authorized representative of the District.

SECTION 4.07. Investment of Monies in the Trust Fund. All or any part of the moneys in the Trust Fund shall, at the written request of the District, be invested in Permitted Investments in accordance with the provisions of the laws of the State, in which event all income derived from such investments shall be added to the Trust Fund.

SECTION 4.08. No Repeal of District Levy or Annual Local Increment. The City and the District pledge respectively not to reduce or repeal the Existing Tax producing the Annual Local Increment or any district levy which may hereafter be enacted, (other than on its scheduled termination date) or take any other action or fail to take any action that would impair any indebtedness obligations secured by or payable from the Annual Local Increment or any District Revenue.

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**ARTICLE V
MISCELLANEOUS**

SECTION 5.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof.

SECTION 5.02. Successors and Assigns.

The Parties hereto acknowledge that the District Manager may not assign any or all of its rights under this Agreement without the consent of the City by a two-thirds (2/3) vote of the governing authority of the City, and any such assignee (i) must be a non-profit corporation organized and fully existing under the laws of the State; (ii) must irrevocably and unconditionally assume by means of an instrument in writing all of the obligations of the District Manager herein arising from and after the date of such assignment; and (iii) whose shareholders shall be limited to three individuals each nominated and selected by a Nominating Entity or its successor, as further provided for in Section 2.9. Said instrument shall be furnished to the City and the District immediately upon execution.

SECTION 5.03. Notices. All reports, statements, notices, or communications required or advisable to be given hereunder shall be sent to the parties hereto at the addresses shown below or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other parties.

If to District Manager:

Attention: _____

If to District:

Attention: _____

If to City:

Attention: _____

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, such as Federal Express, or sent by email, fax or other similar form of rapid transmission confirmed by email

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confirmation from the recipient or confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private commercial carrier, such as Federal Express) at substantially the same time as such rapid transmission, or personal delivery to an officer of the receiving party.

SECTION 5.04. Further Assurances. From time to time hereafter, the City, the District, and the District Manager shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such party's knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches, or conditions); and (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures). Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 5.05. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the District, the City or the District Manager, in the 1st Judicial District Court, Caddo Parish, Louisiana or the Western District of Louisiana.

SECTION 5.06. Severability. 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 5.07. No Personal Liability. 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 the City or the District, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of the District Manager (disclosed or undisclosed) shall have any personal liability to the City or the District or any of their respective successors in interest with respect to the subject matter of this Agreement.

SECTION 5.08. 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.

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SECTION 5.09. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 5.10. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 5.11. Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto and in no event shall any such change, waiver, discharge, amendment or modification be effective without a certificate of the District setting forth a determination by the District that, taking into account all relevant facts and circumstances, including, if and to the extent the District deems appropriate, an opinion of counsel, such action will not result in a breach of any contracts or obligations related to District Development Projects.

SECTION 5.12. Limitation of Liability. It is the intent of the Parties hereto that the District Manager will not own and/or undertake the construction or operation of any District Development Project or receive any District Revenue, other than a reasonable administrative fee, if such fee is provided for by the District. As such, neither the District Manager, including any shareholder, officer, director, agent, contractor or consultant of the District Manager (disclosed or undisclosed), nor any entity which recommends or has a representative serving as a shareholder of the District Manager (a “*Nominating Entity*”) shall be liable for monetary damages absent its willful misconduct or fraud and in no event shall any recourse be had against District Manager or a Nominating Entity other than from the District Manager’s interest in a District Development Project.

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**Exhibit B
to District Creation Ordinance**

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts as of the date aforesaid, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the District and the District Manager.

**City of Shreveport,
State of Louisiana**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

**Health Care & Technology Innovation District
West, Shreveport, Louisiana**

By: _____

ATTEST:

By: _____
Secretary

WITNESSES:

**Exhibit B
to District Creation Ordinance**

[Name of Economic Development Corporation]

By: _____

Name:

Title:

WITNESSES:

EXHIBIT A
to Cooperative Endeavor Agreement

Map of
Health Care & Technology Innovation District West, City of
Shreveport

[Attached]

EXHIBIT B
to Cooperative Endeavor Agreement

FORM OF REQUISITION
NO ____

Date: ____, 20__

City of Shreveport,
State of Louisiana

Requisition Number: ____

I, the undersigned _____, pursuant to the Cooperative Endeavor Agreement, dated ____, 2024 (the “**CEA**”), by and among the City of Shreveport, State of Louisiana, the Health Care & Technology Innovation District West, City of Shreveport, State of Louisiana, and the [Name of Economic Development Corporation], hereby request a disbursement from the Trust Fund to be made pursuant to Section 4.06 of the CEA. Capitalized terms used herein shall have the meanings ascribed thereto in the CEA.

Amount of Disbursement: \$ _____

Authorized Purpose of Payment:

The aggregate amount of Disbursements made to date after giving effect to this Requisition
Amount: \$ _____

By: _____

Printed Name: _____

Title: _____

*Requisition must be accompanied by supporting documentation.

Approved:

By: _____

Printed Name: _____

Title: _____

Date Approved: _____

Date Paid: _____
