

AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT

This Amended and Restated Cooperative Endeavor Agreement (this "Agreement") is made and entered into effective as of the date of full execution by all parties hereto (the "Effective Date"), by and between the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana, 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as the "Parish"); and

HWY. 21 ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, formerly known as the Colonial Pinnacle Nord Du Lac Economic Development District (hereinafter referred to as the "District"); and

BSREP II CYPRESS COVINGTON OWNER, LLC, a Delaware limited liability company (hereinafter referred to as "Cypress").

WHEREAS, effective as of November 29, 2007, the Parish, District and CPNDL Joint Venture, a joint venture between Colonial Properties Trust and Robert B. Aikens Co. ("Colonial"), entered into a Cooperative Endeavor Agreement (the "Original CEA"), wherein the parties agreed to certain obligations with respect to the development and construction of the Project, collection of the Monthly Local Increment and satisfaction of the Reimbursement Obligation (as such terms are defined herein); and

WHEREAS, Colonial has sold the Project to Cypress pursuant to a Purchase and Sale Agreement with an effective date of May 2, 2014 (the "Purchase Agreement") between Colonial and Cypress. Under the terms of the Purchase Agreement, Colonial has assigned all of its right, title, benefit, privileges and interest in and to the Original CEA to Cypress (collectively, the "Assignment"), and Cypress has accepted the Assignment and has assumed and agreed to observe and perform all of the duties, obligations, terms, provisions and covenants of Colonial under the Original CEA from and after the date hereof; and

WHEREAS, the Parish and the District have consented to the Assignment as set forth herein; and

WHEREAS, the Parish, the District and Cypress (as assignee of Colonial) desire to amend and restate the Original CEA in its entirety to set forth the rights and obligations of such parties with respect to, among other things, the Project, the Monthly Local Increment and the Reimbursement Obligation; and

WHEREAS, the parties acknowledge that the foregoing recitals are hereby incorporated into the body of this Agreement as if fully written and stated herein.

NOW THEREFORE, the parties have agreed as set forth below:

ARTICLE 1

DEFINITIONS

SECTION 1.0 Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“Act” shall mean Part I-A of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, comprised of R.S. 33:9038.31 through 9038.42 inclusive.

“Affiliate” means, a person or entity that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, Cypress.

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

“Annual Local Base” shall mean the amount of Sales Tax collected for the benefit of the Parish of St. Tammany within the District using .75 percent of each dollar of retail sales at the point of sale during the most recently completed fiscal year, which results in the annual baseline collection rate of local sales taxes in the District of \$0.00.

“Annual Local Increment” shall mean the amount by which Sales Tax collected for the benefit of the Parish from taxpayers within the District attributable to any Fiscal Year during the Term exceeds the Annual Local Base.

“Annual Pledged Local Increment” shall mean a sum equal to one hundred percent (100%) of the Annual Local Increment.

“Buildings” shall mean the buildings identified as “A”, “H” and “J” on the aerial photograph attached hereto and incorporated herein as Exhibit “A.”

“Business Day” shall mean any day which is not (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.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Collection Start Date” shall mean January 1, 2008.

“Control” or any derivation thereof, when used with respect to a specified entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the

management or policies of such entity; provided that a person or entity may still have control of a specified entity notwithstanding that one or more third parties may have rights to participate in major decisions of the specified entity.

“Department” shall mean the St. Tammany Parish Department of Finance.

“Depository Bank” shall mean the bank into which the Department deposits Sales and Use Tax receipts of the State.

“District” shall mean the Hwy. 21 Economic Development District, formerly known as the Colonial Pinnacle Nord du Lac Economic Development District, State of Louisiana, having the geographical area designated pursuant to the Act as an economic development area by the Parish Council of the Parish by Ordinance.

“Extension Road” shall mean a four (4) lane boulevard with median to be constructed by Cypress and/or its assignees in a location commencing with a roundabout at Westshore Drive and running eastward, all as depicted on Exhibit “B” attached hereto and designated as “East West Road”.

“Fiscal Agent” shall mean the Parish’s fiscal agent bank designated to receive payments of the Sales Tax of the Parish.

“Fiscal Year” means each yearly period commencing on January 1 through and including the following December 31.

“Month” shall mean a calendar month.

“Monthly Local Base” shall mean the amount of Sales Tax collected for the benefit of the Parish from taxpayers within the District, which has been determined to be \$0.

“Monthly Local Collection” shall mean the Sales Tax collectable by the Parish from taxpayers within the District attributable to any Month during the Term.

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

“Monthly Pledged Local Increment” shall mean a sum equal to one hundred percent (100%) of the Monthly Local Increment effective the Collection Start Date.

“Ordinance” shall mean, collectively, the ordinances or resolutions of the Parish, the District or any other authorized entity adopted in connection with the creation of the District or the Reimbursement Obligation.

“Project” shall mean the (a) demolition of interior improvements and exterior repairs to the Buildings sufficient to bring such Buildings to “cold dark shell” condition and allow the

issuance of a shell certificate of completion or other similar designation from St. Tammany Parish, Louisiana; (b) the construction of the Extension Road; or (c) any other items expended within or for the benefit of the District and comprising one or more costs identified in the Act, as same may be amended and/or restated from time to time.

“Project Completion” shall mean the (a) issuance of a shell certificate of completion or other similar designation from St. Tammany Parish, Louisiana as to the Buildings, and (b) completion of construction of the Extension Road.

“Purchase Agreement” shall mean that certain Purchase and Sale Agreement with an effective date of May 2, 2014 between Colonial and Cypress.

“Reimbursement Obligation” shall mean the obligation of the Parish to reimburse Cypress for the costs of the Project from the Monthly Pledged Local Increment, as described in Article 7 hereof.

“Revenue Fund” shall mean the Colonial Economic Development fund held by the Parish’s Department of Finance for receipt of the Monthly Pledged Local Increment.

“Sales Tax” shall mean the net sales tax collected by the Parish on the sale at retail, the use, the lease or rental, the consumption and storage for use and consumption of tangible personal property and on sales and service, all defined in Section 301 et seq. of Title 47 of the Louisiana Revised Statutes of 1950, as amended, or any other appropriate provision of law.

“State” shall mean the State of Louisiana.

“Term” shall mean the term of this Agreement as set forth in Article 4 hereto.

Section 1.1 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 2

REPRESENTATIONS

Section 2.0 District Authority. The District has all requisite power pursuant to the Act and Article VII, Section 14 (c) of the Louisiana Constitution of 1974, as amended, to enter into this Agreement, and there are no contracts or outstanding bonds or other obligations in conflict herewith.

Section 2.1 Collections. The District and the Parish both hereby represent, in reliance upon advice of legal counsel and representations of the Department, that current law and the current internal collection process of the Parish is adequate for the purpose of collecting,

classifying, reconciling, calculating and remitting of the Annual Pledged Local Increment by doing so on a monthly basis by remitting the Monthly Pledged Local Increment.

Section 2.2 Annual Pledge. The District and the Parish hereby acknowledge that the Ordinance pledges the Annual Pledged Local Increment, and that it is the obligation of the Parish to collect and forward funds as required hereby to enable the District to fulfill its obligations.

Section 2.3 Pledge and Reimbursement Obligation. The District hereby acknowledges that the Monthly Pledged Local Increment and the Annual Pledged Local Increment are pledged for their intended purposes and any deviation by the District from the terms of this Agreement could result in a substantial impairment of the District's ability to perform its obligations or to pay the Reimbursement Obligation when due and payable. The District agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of all requirements of the pledge or the payment of the Reimbursement Obligation pursuant to Section 7.0 hereof.

Section 2.4 Scope of Project. The Project is within the scope of the Act.

Section 2.5 Public Hearing. The Parish has (i) conducted a public hearing, (ii) designated the District and (iii) on behalf of the Parish and the District, approved the execution of this Agreement.

Section 2.6 Project Necessity. The Project is necessary to promote economic development within the Parish and the amount of the Reimbursement Obligation shall not exceed the lesser of (i) Project expenditures made or caused to be made by Colonial and/or Cypress or (ii) seven million and no/100 (\$7,000,000.00) dollars.

Section 2.7 Validity of the District's and the Parish's Obligations. This Agreement constitutes a valid and legally binding obligation of the District and the Parish.

Section 2.8 No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the District and the Parish, there is no action, suit, investigation or proceeding pending or threatened against the District or the Parish, before any court, arbitrator, or administrative or governmental body of the District or the Parish or which might adversely affect the ability of the District or the Parish to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement and the Reimbursement Obligation.

Section 2.9 Accuracy of Statements. Neither this Agreement nor any other documents, certificates or statements furnished by or on behalf of the District or the Parish, contain any false or misleading statements with respect to the District, the Project, the Annual Local Base (including any collections or increments relating to or derived from the Annual Local Base), or the Revenue Fund.

ARTICLE 3

COOPERATIVE ENDEAVOR OBLIGATIONS

Section 3.0 Transfer of Funds. It shall be the continuing duty of the District and the Parish to deposit the Monthly Pledged Local Increment with the Fiscal Agent for transfer to the Parish Department of Finance for deposit to the Revenue Fund no later than the last Business Day of the Month following the Month such funds are available.

Section 3.1 Calculations. A re-calculation of the Monthly Pledged Local Increment for any Month or Months shall be made at any time upon the request of any party hereto. 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. If it is determined that for any period of time less monies have been transferred than were due, for whatever reason, the District shall direct an adjustment in the Monthly Pledged Local Increment paid to the Parish Department of Finance 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 (90) days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District shall not be obligated to use any funds for adjustments other than from Sales Tax collected from the District.

Section 3.2 Effective Date of Monthly Pledged Local Increment. The Monthly Pledged Local Increment shall be due by the District to the Fiscal Agent for Sales Tax collected on behalf of the District beginning on the Collection Start Date. It shall be the responsibility of the District to direct the Fiscal Agent to transfer the Monthly Pledged Local Increment to the Department as provided in the Ordinance.

Section 3.3 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the District 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 Sales Tax in the District in the same manner as Sales Taxes are currently being collected.

Section 3.4 Fees. The Depository Bank shall be allowed to charge the District for the costs of wire transfer of funds by the Depository Bank to the Department on an actual cost basis subject to the approval by the District.

Section 3.5 Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected parties hereto, as well as 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, and opinion of counsel as to legal matters and other consultants and advisors, such

action will not have a material adverse effect on the interest of Cypress or its assignee(s) in the Reimbursement Obligation.

Section 3.6 Consent to Assignment. The Parish and the District hereby (a) consent to the Assignment of the Original CEA from Colonial to Cypress as effected by the Purchase Agreement and (b) acknowledge and agree that Cypress has succeeded to and has been substituted for Colonial under the Original CEA with the same effect as if Cypress had been named therein originally as Colonial.

ARTICLE 4

TERM

Section 4.0 Term of Agreement. This Agreement shall be effective as of the Effective Date and shall terminate upon the first to occur of:

(a) Achievement of Project Completion by Cypress and/or its assigns and payment by Parish of the Reimbursement Obligation (in accordance with Article 7 below) in the total amount of seven million and no/100 (\$7,000,000.00) dollars; or

(b) December 31, 2018, but only if Project Completion has not been achieved by Cypress and/or its assigns on or prior to December 31, 2018.

Following termination of this Agreement, the collection of the 0.75% Sales Tax attributable to and otherwise treated as the Monthly Pledged Local Increment herein shall be disbursed to the Parish in its entirety for the Parish's utilization.

ARTICLE 5

UNDERTAKINGS ON THE PART OF THE PARISH

Section 5.0 Construction and Installation of Interchange. In order to facilitate ingress to and egress from the Project and for the further economic development of the Parish, the Parish has completed the construction and installation of an interchange at Interstate I-12 and Louisiana Highway 21 (the "Interchange").

ARTICLE 6

UNDERTAKINGS ON THE PART OF CYPRESS

Section 6.1 Construction and Installation of the Project. In consideration of the assistance of the Parish and the incentives provided, Cypress will cause the Project to achieve Project Completion on or before December 31, 2018.

Section 6.2 Expenditure of Funds in Anticipation of Reimbursement. Cypress shall construct and install the Project at its own expense in anticipation of the reimbursement of such costs from the proceeds of the Monthly Pledged Local Increment.

Section 6.3 Limited Source of Payment of Reimbursement Obligation. Cypress hereby recognizes, acknowledges and agrees that the sole source of reimbursement for the costs of the Project is limited to proceeds of the Monthly Pledged Local Increment. To the extent there is a deficiency in Monthly Pledged Local Increment to reimburse Cypress for the Reimbursement Obligation, there shall be no recourse against the Parish from any other sources whatsoever.

Section 6.4 Tenant Employment Information. Cypress shall use reasonable efforts to provide the following information to Parish for Parish's use in compiling economic development and/or employment statistics: (a) tenant identification and contact information; (b) square footage leased and length of term; and (c) number of employees. Cypress shall provide updated tenant information to Parish as such information is made available to Cypress and/or upon acquisition of new tenant(s). Notwithstanding any provision contained herein to the contrary, Cypress shall have no obligation to provide any information which any tenant refuses to deliver to Cypress and the Parish acknowledges that Cypress has no authority to compel any tenant to comply with the provisions of this Section 6.4.

ARTICLE 7

REIMBURSEMENT/DISBURSEMENT OBLIGATIONS OF PARISH

7.0 Reimbursement Obligation – Current Balance. Within (a) thirty (30) days of the Effective Date of this Agreement or (b) thirty (30) days following receipt of adequate documentation (i.e.: invoices, cancelled checks and/or other supporting documents) evidencing the Project expenditures required as per Section 7.3 below, whichever is later, the Parish shall disburse to Cypress one-half (1/2) of the then-current balance of the Revenue Fund and shall disburse to Parish the remaining one-half (1/2) then-current balance of the Revenue Fund. Notwithstanding the foregoing, the documented Project expenditures must equal or exceed the then-current balance of the Revenue Fund to effect the disbursements contemplated by this Section 7.0. The parties acknowledge and agree that the current balance of the Revenue Fund as of the Effective Date is \$3,039,465.55, which consists of all of the Monthly Local Increment collected since the Collection Start Date.

7.1 Reimbursement Obligation – Ongoing. From the Effective Date until this Agreement is terminated, one hundred percent (100%) of the Monthly Pledged Local Increment shall be disbursed to Cypress on a monthly basis, subject to Articles 7.2 and 7.3 below; provided, however, that the total amount of the payments made to the Cypress pursuant to this Agreement shall not exceed seven million and no/100 (\$7,000,000) dollars. Notwithstanding the foregoing, the documented Project expenditures must equal or exceed any disbursements of the Monthly Pledged Local Increment to Cypress as contemplated by this Section 7.1.

7.2 Tax Matters.

(a) To the extent that Cypress is entitled to receive payments under either Article 7.0 or Article 7.1 hereof (the “Distributed Amount”), the Parish shall deposit into escrow an amount in cash equal to the Distributed Amount with an escrow agent selected by the Parish and on such terms as shall be mutually agreed upon by Cypress, the Parish and the escrow agent. The payment or deposit into escrow of the Distributed Amount pursuant to this section Article 7.2(a) shall be made at the time the Parish is obligated to pay Cypress such amount pursuant to Article 7.1.

(b) The escrow agreement shall provide that the Distributed Amount in escrow or any portion thereof shall not be released to Cypress, or an Affiliate of Cypress, at Cypress’ discretion, unless the escrow agent receives a letter from Cypress authorizing the release of the Distributed Amount, or a portion thereof to Cypress (an “Authorization Notice”), or an Affiliate of Cypress, at Cypress’ discretion,, in an amount to be determined by Cypress in its sole discretion. The escrow agreement shall also provide that any portion of the Distributed Amount remaining in escrow may be assigned to the purchaser of all or a portion of the Project to be included in the purchase price thereof. Any costs and expenses of the escrow agent shall be borne solely by Cypress.

7.3 Reiteration of Reimbursement Obligation. Notwithstanding the payment obligations contained in Articles 7.0 and 7.1 above, Cypress shall provide Parish with written documentation of Project expenditures, whether incurred by Cypress or Colonial, evidencing costs, proofs of payment and other supporting documentation, prior to any disbursement by Parish to Cypress or to escrow. At no time may the total amount of payments made to Cypress pursuant to this Agreement exceed the amount of Project expenditures expended.

ARTICLE 8

MISCELLANEOUS

Section 8.0 Audit. The Legislative Auditor of the State may audit any and all books of the District or the Parish related to the Department and this Agreement, and the District or the Parish shall make such books, records and expenses available to the Legislative Auditor for such audit.

Section 8.1 Notices. All reports, statements or notice required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO THE DISTRICT:

Colonial Pinnacle Nord du Lac Economic
Development District
Attn: Parish President
21490 Koop Drive
Mandeville, La 70471

TO THE PARISH:

St. Tammany Parish Government
Attn: Parish President
21490 Koop Drive
Mandeville, LA 70471

TO CYPRESS:

BSREP II Cypress Covington Owner, LLC
8343 Douglas Avenue, Suite 200
Dallas, TX 75225

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 addresses or numbers as shall be designated by such party in a written notice to the other party.

Section 8.2 Further Assurances. From time to time hereafter, the District 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 its obligations hereunder.

Section 8.3 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought, if against the District or the Parish, in the 22nd Judicial District Court, St. Tammany Parish, Louisiana, which shall have exclusive venue and jurisdiction for any such action.

Section 8.4 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 8.5 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 Parish or the District, in their 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.

Section 8.6 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 8.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall be deemed one and the same Agreement.

Section 8.8 Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

Section 8.9 Public Purpose. The parties hereto represent that the Project will serve a public purpose, consisting of infrastructure and improvements needed to fuel economic development and growth.

Section 8.10 No Impairment of Tax. For so long as the Reimbursement Obligation is unsatisfied, the Parish pledges not to reduce or repeal the taxes pledged to the Reimbursement Obligation or take any other action for fail to take any action that would impair the Reimbursement Obligations set forth hereunder.

(Signature page follows.)

THUS DONE AND SIGNED in multiple original counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

**ST. TAMMANY PARISH
GOVERNMENT**

BY: *Patricia P. Brister*
Patricia P. Brister, Parish President
Date: 12-12-16

**HWY. 21 ECONOMIC
DEVELOPMENT DISTRICT,
STATE OF LOUISIANA**

BY: *Patricia P. Brister*
Patricia P. Brister, Parish President
Date: 12-12-16

**BSREP II CYPRESS COVINGTON
OWNER, LLC**

BY: *Brian C. Pardo*
Brian C. Pardo, Authorized Signatory
Date: 12-1-16

**Exhibit A
Buildings**

(attached)

Exhibit B
Extension Road

(attached)

