

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
NORTHSHORE COMMUNITY FOUNDATION
(Lease of Justice Center Property)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into as of the last date of execution herein below (the "Effective Date") by and among the following:

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

NORTHSHORE COMMUNITY FOUNDATION, a non-profit corporation of the State of Louisiana, whose mailing address is 610 Hollycrest Boulevard, Covington, Louisiana 70433, represented by and through Susan Bonnett, its President and CEO, duly authorized (sometimes hereinafter referred to as "NCF").

Parish and NCF are each singularly referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

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

WHEREAS, Sections 1-04, 3-01 and 3-09 of the St. Tammany Parish Home Rule Charter further authorize the Parish, acting through the Parish President, to enter into cooperative endeavor agreements with public and private entities for a public purpose, including agreements which may require the use of public funds or Parish property, provided legal guidelines are met;

WHEREAS, Northshore Community Foundation is a Louisiana not-for-profit corporation exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986 (the "Code"), as amended or the corresponding provisions of any future United States internal revenue law, as a public charity described in Code section 501(c)(3) and as a Type I supporting organization described in Code section 509(a)(3);

WHEREAS, the "West 30s" Neighborhood occupies approximately 70 blocks on the north side of Covington, Louisiana and features a wide variety of land uses and conditions;

WHEREAS, NCF, in collaboration with the City of Covington, has recently completed the “West 30’s Neighborhood Revitalization Plan” (the “Plan”);

WHEREAS, the St. Tammany Parish Justice Center (the “Justice Center”) located at 701 North Columbia Street is included in the Plan area, which includes the surrounding core residential areas;

WHEREAS, one of the main goals of the plan is to ultimately provide safer neighborhoods, reduce crime, reduce perceptions of crime and improve residents’ quality of life;

WHEREAS, adjacent to the Justice Center, the Parish owns certain property bounded by North Jefferson Avenue, North Columbia Street, North Madison Street and West 28th Street in Covington, which are identified as Parcels A-F in Fractional Square 2801, Division of New Covington Subdivision (the “Property”);

WHEREAS, use of the Property by NCF would combat the negative impact of the Parish Jail located nearby;

WHEREAS, the Justice Center, as part of the “West 30’s” Neighborhood landscape, stands out as an enormous institutional structure;

WHEREAS, the Plan recommends the construction of a related adjacent mixed use development that transitions into the neighborhood’s scale;

WHEREAS, the Property was initially purchased to provide temporary parking during the construction of the Justice Center parking garage; now that the parking garage is complete, Parish must re-purpose the Property consistent with the overall theme of the Justice Center and which complements plans for the area;

WHEREAS, one key consideration of the recommendations for design is the concept of preventing crime through environmental design; property design and effective use of the built environment can reduce crime, reduce fear of crime and improve the quality of life;

WHEREAS, NCF wishes to lease, develop and use the Property in accordance with and in furtherance of the Plan by constructing an office building and conference center (the “Coatney Conference Center”) to provide administrative, conference and training facilities for non-profit organizations;

WHEREAS, the Coatney Conference Center would allow non-profit organizations to co-locate with NCF at various short and long term intervals,, thus developing a non-profit community hub at the Justice Center for benefit of both residents of the Parish and Justice Center agencies;

WHEREAS, the Coatney Conference Center would be instrumental in developing and assisting the 22nd JDC Court Foundation;

WHEREAS, the Coatney Conference Center would provide a collaboration connection among social service and economic stimulation entities through the use of intentionally shared workspaces, to create a sense of place, extend the reach and increase the impact on services to residents of St. Tammany Parish;

WHEREAS, the Parish considers the following items to be a burden of its government function and acknowledges that NCF's lease, development and use of the Property in accordance with and furtherance of the Plan will lessen the below named burdens of the Parish (collectively, "Burdens of Government"):

- i. Present underutilization of the Property;
- ii. Facilitating economic stimulation and social services made available to the public or otherwise carried on in the public interest;
- iii. Enhancing philanthropy in the State;
- iv. Creating a well-designed, safe environment for public use;
- v. Creating both permanent and temporary jobs for citizens;
- vi. Mitigating the condition of unemployment and underemployment for citizens;
- vii. Stimulating economic development;
- viii. Revitalizing blighted areas in the Parish.

WHEREAS, following proposed benefits (collectively, "Economic Development Benefits") may be received by the Parish for the benefit of its citizens as a result of the Property being developed and used in accordance with and furtherance of the Plan:

- i. the construction of the Coatney Conference Center at a cost estimated to exceed the value of the Property;
- ii. the maintenance of the Property and insurance associated therewith;
- iii. a rich and dynamic project, which at its core provides for the furtherance of the Plan;
- iv. creating an environment for collaborative connection among social service and economic stimulation entities;
- v. a well-designed, safe environment for private and public use;
- vi. the revitalization of a blighted portion of the Parish;
- vii. a successful model as a well-conceived, fully designed project;
- viii. the development of research within the City/Parish;
- ix. the creation of permanent, temporary and construction jobs for the Parish and State's residents;
- x. mitigation of the condition of unemployment or underemployment;
- xi. enhancing philanthropy in the State;
- xii. increase to the tax base for ad valorem taxation;
- xiii. increase in sales and use tax collections;
- xiv. retention, expansion and recruitment of businesses;
- xv. stimulating economic development on other properties in the area;

- xvi. enhancement of quality of life; and
- xvii. other ancillary financial and economic development benefits.

WHEREAS, to promote the public health, safety and welfare of the residents of the Parish, to reduce the Burdens of Government and to further the Economic Development Benefits, the Parish desires that the Property be developed and used in accordance with and furtherance of the Plan and is prepared to grant NCF, and NCF is prepared to enter into, this Agreement for lease of the Property pursuant to the terms and conditions set forth herein;

WHEREAS, the Parish further desires that NCF relocate to the Property to provide training and support to fellow non-profits and to place into action the recommendations of the West 30's Neighborhood Revitalization Plan; and

WHEREAS, the Parish and NCF hereby enter into this Agreement for the purpose of providing the Property for NCF's use to provide training and support to nonprofit organizations and to implement the recommendations of the West 30's Neighborhood Revitalization Plan;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The Parties to this Agreement acknowledge and agree that the public purposes of this Agreement are the provision and facilitation of revitalization efforts to the West 30's Neighborhood, the provision of training and support services to non-profit organizations and social service and economic stimulation entities of various functions benefitting citizens of St. Tammany Parish, and the support to Justice Center agencies and their functions. The Parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that the Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) the Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use.

2. **PROPERTY**

2.1 The Property consists of approximately eighty one thousand three hundred and three (81,303 sq. ft.) square feet of land bounded by North Jefferson Avenue, North Columbia Street, North Madison Street and West 28th Street in Covington, Louisiana, consisting of Parcels A-F in Fractional Square 2801, Division of New Covington Subdivision, all as more fully shown on Exhibit "A" attached hereto.

2.1.1 The Property shall also include all servitudes, rights of way, easements or other contractual arrangements affording means of ingress and egress between the Property and adjacent public streets, whether such property is owned by Parish or by third parties, regardless of whether presently existing or created subsequently (the "Access Easements").

2.2 NCF plans to construct upon the Property one or more building(s) and other related improvements (collectively, the "Facility").

2.3 In addition to the parking available on the Property, NCF may utilize the Parish's Justice Center parking lot for overflow parking as needed from time to time, as same is generally allowed by the public at large.

3. **TERM; OPTIONS TO RENEW**

3.1 The "Term" of this Agreement shall consist of the "Initial Term," the "Primary Term," and any "Renewal Terms," as all of such terms are defined herein. The Initial Term of this Agreement shall commence on the Effective Date and shall terminate immediately before the beginning of the "Commencement Date." The Commencement Date shall be the earlier to occur of (i) the date that NCF opens any portion of the Property for business to the public, or (ii) upon the expiration of the Inspection/Permit Period (defined below). The Primary Term of this Agreement shall commence on the Commencement Date and shall expire, unless sooner terminated or extended as herein provided, twenty (20) years after the Commencement Date.

3.2 NCF shall have the option to extend this Agreement for one (1) renewal term of fifteen (15) years and, thereafter, additional renewal terms of ten (10) years each (each a "Renewal Term"). NCF may exercise any Renewal Term by providing Parish written notice of its election to extend not less than one hundred eighty (180) days prior to the end of the then-current Term, and such exercise shall be effective only if at the time of the giving of such notice, there exists no event of default by NCF hereunder (taking into consideration the giving of any required notice and expiration of any applicable cure period). All terms and provisions of this Agreement shall continue in full force and effect during each Renewal Term. In no event shall the Term exceed ninety nine (99) years in total Primary Term and Renewal Terms.

4. **OBLIGATIONS OF NCF**

4.1 Use. The Property shall be used (hereinafter, collectively, the "Permitted Uses"):

4.1.1 for construction and operation of a facility to be known as the Coatney Conference Center;

4.1.2 for providing training and support to entities of various social service and/or economic stimulation functions benefitting citizens of St. Tammany Parish;

4.1.3 for providing training and support to the 22nd JDC Court Foundation and to various Justice Center agencies;

4.1.4 for providing a “collaborative connection” with various entities providing social service and/or economic stimulation functions through fee-based access to:

4.1.4.1 office space, conference rooms, and office equipment (i.e.: copier, fax, printers, etc.);

4.1.4.2 regular learning sessions addressing community-based needs and opportunities; and

4.1.4.3 physical proximity to other social service and economic stimulation colleagues;

4.1.5 for providing of revitalization to the West 30’s Neighborhood in accordance with the Plan, as same may be amended or restated from time to time.

4.2 Inspection/Permit Period. NCF may inspect the Property and conduct such tests, examinations and analyses of or relating to the Property as NCF determines necessary in its sole and absolute discretion, including, but not limited to, survey and/or title examination; tests or inspections related to geological, environmental, engineering, soil and compaction inspections; review of zoning or other legal matters; obtaining of all permits, licenses or other governmental approvals for the construction and operation of the Facility; analysis of means of ingress and egress to the Property; analysis of utilities and wastewater disposal; and consideration of any other matters relating to the construction of the Facility and/or the development or operation of the Property, during the period of time commencing on the Effective Date and terminating one hundred twenty (120) days thereafter (collectively, the “Inspection/Permit Period”). All such inspections, tests and/or permits shall be at NCF’s sole cost and expense. If, during the Inspection/Permit Period, NCF shall for any reason, or for no reason, in NCF’s sole discretion, disapprove or be dissatisfied with any aspect of the Property or any item examined by NCF pursuant to this Section, NCF shall be entitled to terminate this Agreement by giving written notice to Parish on or before the expiration of the Inspection/Permit Period.

4.3 Plan Submission/Review. During the Inspection/Permit Period, NCF shall provide to Parish the design development drawings for the Facility intended to be constructed on the Property, including without limitation elevations and exterior signage (the “Drawings”). The Drawings shall be subject to Parish’s prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Any failure by Parish to respond to NCF’s submission of Drawings or revisions thereto within fifteen (15) days of receipt shall be deemed to be approval of said Drawings. Any rejection by Parish shall include the reasons therefor along with suggestions as to changes or modifications necessary.

4.4 Construction. Following receipt of an appropriate building permit for construction of the Facility, NCF shall, at NCF’s sole cost and expense, commence and diligently pursue the construction of the Facility in accordance with the approved Drawings.

NCF will be responsible for obtaining the approval of any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the matter, to the extent required. NCF shall erect the Facility and all other improvements on the Property in a good, careful, proper and workmanlike manner in accordance with all provisions of law, restrictions and requirements of records and any and all permits and authorizations required by any ordinance, law, or public regulations or by any authority at any time having jurisdiction over the Property. The Facility will, when completed, comply with all applicable laws and regulations, federal state and municipal, and all matters of record.

4.5 Condition. NCF agrees to use diligent, commercially reasonable efforts to keep the Property in a clean, good quality, well cared for manner at all times throughout the Term, reasonable wear and tear excepted, and subject to the other provisions of this Agreement, for example without limitation those relating to condemnation, casualty and hazardous substances.

4.5.1 Parish and its authorized representatives shall have the right to enter the Property at all reasonable times to (a) determine whether the Property is in good condition, or (b) determine whether NCF is complying with its obligations under this Agreement, or (c) do any other thing that is reasonable in connection with Parish's interest in the Property or (d) engage in any testing, examination or inspection with respect to any aspect of the physical condition of the Property. Any such entry may occur upon forty-eight (48) hours notice by Parish to NCF, which notice may be oral and need not be in writing, except in the case of an emergency in which less or no notice may take place, and at all times during any such entry except in the case of an emergency Parish shall reasonably endeavor not to interfere with the conduct of NCF's use and operation of the Property.

4.6 Insurance. NCF agrees and obligates itself to maintain appropriate levels and types of insurance necessary to protect it, its agents and employees, its subcontractors, the Parish, and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the Term of this Agreement, as well as for any subsequent renewals and/or extensions. The insurance coverages shall include as applicable, but are not limited to: Property, Flood, Commercial General Liability, Commercial Auto Liability and Workers' Compensation/Employers Liability. NCF agrees to have St. Tammany Parish named as an additional insured on the insurance policies, and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish. NCF shall present evidence of said insurance to the Parish on or before the commencement of this Agreement.

4.7 Compliance. NCF shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

- 4.8 Environmental Compliance.** NCF shall comply with all environmental laws relative to NCF's use of the Property. Any hazardous material located on the Property, and arising out of the use or activities on the Property of NCF or any of NCF's contractors, employees, agents, or invitee's, shall be the responsibility of NCF. NCF shall have no liability to Parish with respect to any hazardous materials which were located in, on, or under the Property prior to the Commencement Date.
- 4.9 Taxes.** Any taxes arising from NCF's construction upon, use of or occupancy of the Property shall be payable by NCF.
- 4.10 Utilities.** NCF shall pay, at NCF's sole cost and expense, all charges for consumption or use of water, sewer, telephone, data, electricity, gas, trash or garbage collection and any similar utility service by or upon the Property.
- 4.11 Maintenance.** NCF is fully responsible, at the sole cost and expense of NCF, to provide as required for all other desired buildings, improvements, furniture, fixtures and equipment and installation thereof, upon and within the Property, and NCF acknowledges that Parish does not have any obligation to perform any construction, repairs, Property improvement work, finish-out work or other renovation or other work upon and within the Property.
- 4.12 Alterations.** It is expressly understood by the Parties that during the Term the NCF may, without the approval or consent of Parish, remove or demolish the Facility in any respect; erect, construct, remodel or otherwise alter the Facility in any respect; add or remove signs, install, remove or alter underground utilities, including storm water drainage; or make other changes to the Property subject to and within the Permitted Uses. Provided, however, that Parish's prior written consent, which consent shall not be unreasonably withheld or conditioned or delayed, shall be required in the event that (1) NCF removes or demolishes all or substantially all of the Facility and such removal or demolition is not part of an overall plan for the reconstruction thereof or (2) NCF proposes to engage in any structural change to the Facility; provided, however, that Parish's consent shall not be required for NCF to expand the Facility, in a manner complimentary to the then-existing Facility, to provide space for the Permitted Uses as required by this Agreement. If Parish does not respond (through the means specified elsewhere in this Agreement for the giving of written notice) to any request by NCF for Parish's prior written consent hereunder within thirty (30) days of such request, Parish shall be deemed to have given its consent. All communications between the Parties with respect to the consent process described in this Section must be given by one Party to the other in the manner provided elsewhere in this Agreement for the giving of written notice.
- 4.13 Mechanics and Materialman's Liens.** NCF shall not do or suffer anything to be done whereby the Property or any part thereof is encumbered by any mechanics or materialman's statutory lien arising as a result of the acts of NCF or any occupant

upon the Property by virtue of a consent, approval or rental agreement from NCF. If and when any mechanic's or materialman's lien is filed against the Property, or any part thereof, purporting to be for or on account of any labor or materials or service furnished to NCF or its occupants or anyone claiming by, through or under NCF, NCF shall promptly procure the release of the same, whether by payment and satisfaction or by being bonded over or released through some other similar procedure. Notwithstanding the above, NCF shall have the right to contest any such mechanics or materialman's lien or other lien claim filed against the Property or any part thereof if NCF notifies Parish in writing of its intention to do so, diligently prosecutes any such contest, and at all times effectively stays or prevents any judicial sale of the Property under execution or otherwise. Notwithstanding any other provision or terms set forth herein, NCF shall not have the right to bind Parish with respect to any work done or material supplied in respect of the Property by, for or under the authority of NCF or anyone claiming by, through or under NCF.

5. OBLIGATIONS OF PARISH

5.1.1 Subject to the terms, provisions and conditions of this Agreement, and in consideration of the duties, covenants and obligations hereunder, Parish does hereby lease, demise and let unto NCF, the Property.

6. CONDITION OF PROPERTY; AS-IS STATUS

6.1 NCF has had full opportunity to conduct, and has conducted, such investigations and examinations of the Property as NCF has deemed fit.

6.2 NCF, on behalf of itself and its successors and assigns and all agents, contractors, employees, officers, and directors of any of same, hereby (1) accepts the Property "as-is, where-is" in their present condition as of the Effective Date, (2) expressly waives all warranties under Louisiana law, including without limitation any warranties under civil code articles 2696 and 2697, that the Property are suitable for the purposes for which they are leased or that the Property are free of vices or defects that prevent their use for such purposes (including without limitation vices or defects in the Property that arise after the delivery of the Property to NCF) and (3) fully and forever releases, relieves, discharges and acquits Parish and all of their former or present or future officers, directors, contractors, agents, employees, customers, guests, invitees or representatives from any and all claims for any loss caused by or resulting from or arising out of or in connection with, directly or indirectly, in whole or in part, in any manner, any aspect of the past, present or future physical condition or state of the Property. The sole exceptions to the foregoing provisions are those representations and warranties of Parish, if any, specifically set forth elsewhere in this agreement and any limitations on the foregoing provisions that are imposed under applicable law.

6.3 Without limiting the generality of the matters provided in this section, the acknowledgment, waiver, release and assumption of risk expressed in this section shall

extend to the presence or adequacy of utility service to the Property, any matter pertaining to the application of the Americans with Disabilities Act to the Property, any matter pertaining to zoning or other applicable land use regulations or any other applicable law, or the presence or absence of any dangerous or hazardous material or substance, contaminant, or pollutant.

6.4 NCF acknowledges that this waiver of warranties has been called to its attention, that this waiver of warranties is essential to this Agreement, and that the Parish would not have entered into this Agreement without NCF agreeing to this waiver.

7. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

7.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

7.2 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

7.3 In the event that any one or more provisions of this Agreement are for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

7.4 If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the Party delayed in performing work or doing as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay.

7.5 If any term, provision or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

7.6 Any suit filed by a Party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

7.7 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

7.8 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

7.9 This Agreement may be amended only by mutual written consent of the Parties.

7.10 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

7.11 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

7.12 NCF agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of the NCF's use and/or operation of the Property, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

7.13 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. **ASSIGNMENT AND SUBLETTING.** NCF may sublet for fee-based usage of portion(s) of space comprising the Facility to one or more entities supported by NCF in compliance with this Agreement, namely the Permitted Uses contained in Section 4.1. Notwithstanding the foregoing, NCF shall not sublet substantially all of the improved space comprising the Facility to any one (1) entity without the prior written consent of Parish, in Parish's sole and absolute discretion. Further, NCF shall not assign this Agreement to any third party under any circumstances.

9. **EVENTS OF DEFAULT BY NCF; PARISH'S REMEDIES.**

- 9.1** NCF's failure to perform or observe any of its obligations under this Agreement shall constitute a default by NCF under this Agreement only if such failure shall continue for a period of thirty (30) days after written notice from Parish specifying the default, provided, however, that if the nature of the default is such that it cannot be cured within said thirty (30) day period, no default shall be deemed to exist if NCF commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion, not to exceed an aggregate of one hundred twenty (120) days, unless extended by the Parties in writing. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Agreement provision(s) containing the obligation(s). Upon the occurrence of any event of default, Parish shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:
- 9.1.1** Terminate this Agreement by giving notice thereof to NCF, in which event NCF shall immediately surrender the Property to Parish and if NCF fails so to do, Parish may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Property and expel or remove NCF and any other person who may be occupying the Property, or any part thereof, without being liable for prosecution or any claim of damages therefor.
- 9.1.2** Enter upon the Property without having any civil or criminal liability therefor and, whether or not such entry is necessary, do whatever NCF is obligated to do under the terms of this Agreement, and NCF agrees to reimburse Parish on demand for any reasonable expenses which Parish may incur in thus effecting compliance with NCF's obligations under this Agreement, and NCF further agrees that Parish shall not be liable for any damages resulting to NCF from such action, except to the extent caused by the gross negligence or willful misconduct of Parish or its agents.
- 9.1.3** No re-entry or taking possession of the Property by Parish shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention is given to NCF by Parish. Notwithstanding any such re-letting or re-entry to take possession, Parish may at any time thereafter elect to terminate this Agreement. No act or thing done by the Parish or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Property, and no agreement to accept a surrender of the Property shall be valid unless the same is made in writing by Parish.
- 9.1.4** Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, so long as there is no duplication of any recovery or remedy, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Parish by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver by Parish of any violation or breach of any of the terms, provisions, and covenants herein

contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained.

10. OWNERSHIP OF IMPROVEMENTS; SURRENDER OF PROPERTY.

10.1 During the Term, NCF shall have the sole and exclusive ownership of and right to depreciate NCF's costs and expenses of construction of Facility and/or any buildings and/or improvements upon the Property including any alterations, repairs or replacements of existing buildings or improvements thereon.

10.2 On the last day of the Term or upon the earlier termination of this Agreement, NCF shall (subject to the other provisions of this Agreement, for example without limitation those relating to condemnation, casualty, alterations and reasonable wear and tear as set forth herein) peaceably surrender the Property, clean and in good order, condition and repair. NCF may remove from the Property all movable furniture, trade fixtures, equipment, machinery, or unique, identifying marks or such other items of personal property which have been furnished and installed by NCF at NCF's (or any of NCF's occupants) expense. Any of NCF's property not so removed shall be deemed abandoned. Any damage caused by the removal of property by NCF shall be repaired by and at NCF's expense; provided, however, the foregoing shall not be construed to require NCF to repair bolt, screw or nail holes in any building or to repaint or redecorate the same.

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

12. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

12.1 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 corporate Party in his individual capacity, and neither of the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

13. NOTICES

13.1 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 pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid 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. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a Party in written notice to the other Party compliant with this section.

If to NCF:
Susan Bonnett, President and CEO
Northshore Community Foundation, Inc.
610 Hollycrest Boulevard
Covington, LA 70433
Fax: (985) 893-8759
Email: sbonnett@northshorefoundation.org

If to Parish:
President Patricia P. Brister
St. Tammany Parish Government
Post Office Box 628
Covington, LA 70433
Fax: (985) 898-5237
Email: pbrister@stpgov.org

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED as of May 15, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Anne Paestovich
Printed Name: Anne Paestovich
Amy Laborde
Printed Name: Amy Laborde

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED as of May 14, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Amanda McInnis
Printed Name: Amanda McInnis
Carla Mouton
Printed Name: Carla Mouton

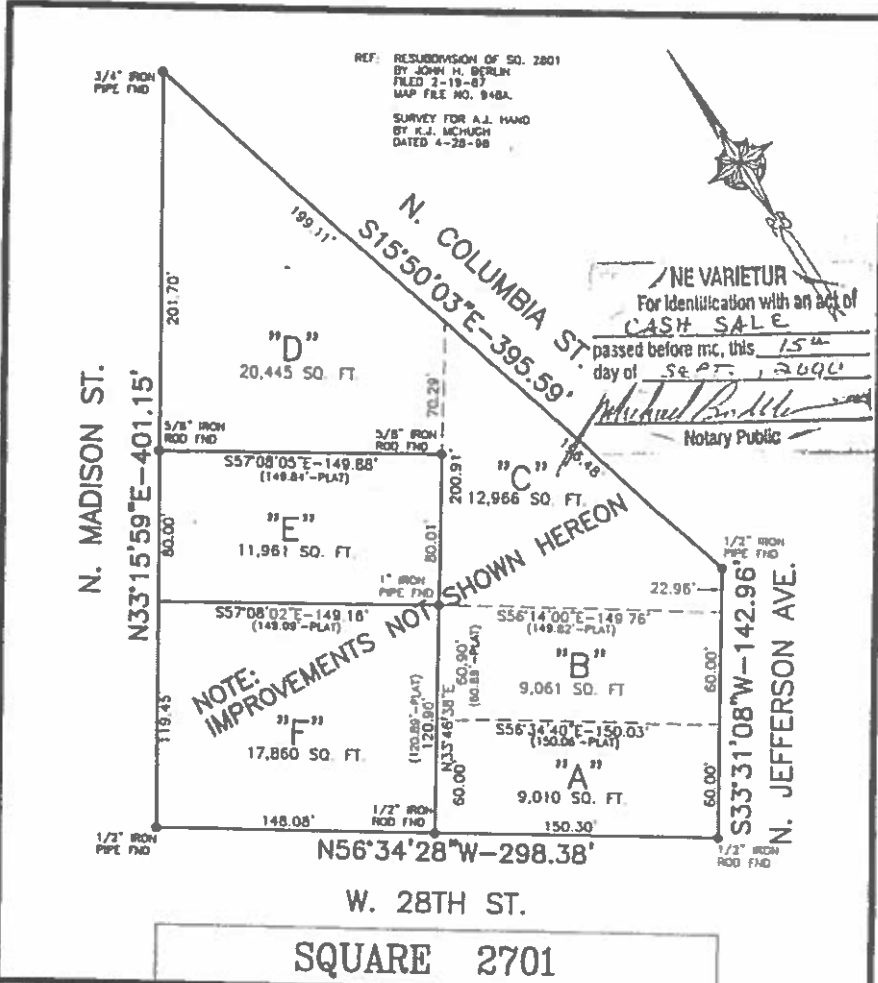
NORTHSHORE COMMUNITY FOUNDATION

BY: Susan Bonnett
Susan Bonnett
President and CEO

EXHIBIT "A"

PROPERTY

(See attached page)



REF: RESUBDIVISION OF SQ. 2801
 BY JOHN H. BERLIN
 FILED 2-18-67
 MAP FILE NO. 948A

SURVEY FOR A.J. HAWK
 BY R.J. MCHUGH
 DATED 4-28-98

NE VARIETUR
 For Identification with an act of
CASH SALE
 passed before me, this 15th
 day of Sept, 2000

Michael B. Little
 Notary Public

NOTE:
 IMPROVEMENTS NOT
 SHOWN HEREON

Survey of
 PARCELS A, B, C, D, E, & F, FRACTIONAL SQUARE 2801
 DIVISION OF NEW COVINGTON
 CITY OF COVINGTON
 ST. TAMMANY PARISH, LOUISIANA
 FOR
 ST. TAMMANY PARISH POLICE JURY

THE SURVEYS AND RECORDS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET
 FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL
 APPLICABLE RECORDS AND RECORDS ARE SHOWN HEREON. THE SURVEYOR HAS MADE
 NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY

SURVEYED IN ACCORDANCE WITH THE LOUISIANA
 "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS"
 FOR A CLASS C SURVEY.



Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Planners • Consultants
 228 W. Causeway App. Mandeville, LA 70448
 (504) 824-5388 FAX (504) 824-5309

Date: SEPTEMBER 13, 1999
 Survey No. 99718A
 Scale: 1"=60'
 Drawn By: AMH
 Reduced