

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

CENTRAL LOUISIANA ECONOMIC DEVELOPMENT ALLIANCE

AND

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

THIS COOPERATIVE ENDEAVOR AGREEMENT (this “**Agreement**”), made and entered into this 22 day of October, 2026 (the “**Effective Date**”), by and between **Central Louisiana Economic Development Alliance**, a Louisiana non-profit corporation (hereinafter referred to as “**Louisiana Central**”), and **England Economic and Industrial Development District**, a political subdivision of the State of Louisiana (hereinafter referred to as the “**EEIDD**” (each a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, EEIDD was created by the legislature of the State of Louisiana (the “**State**”) for the object and purpose of accepting title from the United States of America to any or all real and personal property and improvements included in England Air Force Base and utilizing that and other property (collectively, the “**England Airpark**”), and all assistance available from the United States government and all other sources, to replace and enhance the economic benefits generated by the former air base with diversified activities, including, but not limited to, activities and planned land uses to foster creation of new jobs, economic development, industry, health care, commerce, manufacturing, tourism, relocation of people and businesses to the area, aviation, military, warehousing, transportation, offices, recreation, housing, and conservation, the acquisition of land and improvements, and the construction, operation, and maintenance of facilities, improvements and infrastructure (each a “**Public Purpose**”); and

WHEREAS, the EEIDD has transformed the England Airpark into a highly competitive industrial park with the infrastructure, business climate, communications, quality of life, and a strategic location in the heart of Louisiana for businesses to grow and succeed; and

WHEREAS, the EEIDD currently has obtained certifications for multiple industrial sites ranging in size from ten (10) to seven hundred forty (740) acres; and

WHEREAS, to successfully recruit, maintain, and grow high impact jobs and capital investment, it is critical the region possess a major industrial park operated by an entity that possesses the experience, knowledge, and subject matter expertise necessary to ensure an industrial park meets the high standards expected from companies operating nationally and internationally, all of which the EEIDD has developed; and

WHEREAS, in addition to operating England Airpark and in furtherance of its Public Purposes, the State has determined that the exercise by the EEIDD Board of the Commissioners of the powers conferred by the EEIDD's enabling legislation (La. R.S. 33:130.351 - 359) shall be deemed and held to be essential governmental functions of the State, and that the exercise of the powers granted hereby will be in all respects for the benefit of the people of the State, for the increase of their commerce and prosperity, and for the improvement of the people of the State's health and living conditions (La. R.S. 33:130.354), and in furtherance of same, has granted the EEIDD authority to utilize various common economic development tools throughout the Parish of Rapides, including the authority to enter into Payment-in-Lieu of Tax agreements (a **"PILOT"**) and provide performance-based grants (a **"PBG"**) (collectively, the **"ED Tools"**); and

WHEREAS, Louisiana Central is the designated regional economic development organization whose mission includes recruiting new high impact jobs and capital investment to the region while simultaneously assisting existing businesses with opportunities to grow; and

WHEREAS, to succeed in the national and international competition to recruit, maintain, and grow high impact jobs and capital investment for the benefit of the region, Louisiana Central has developed the experience, knowledge, and subject matter expertise necessary for: (1) spotting economic and market trends, (2) cultivating relationships with site selectors and consultants advising major companies, (3) coordinating with utility companies, various local governments and taxing entities (collectively, "local governments"), Louisiana Economic Development, State permitting agencies and private sector stakeholders, (4) identifying and developing project sites, (5) professionally structuring, documenting and providing long term administration of economic development programs and incentives, and (6) providing guidance to policymakers on public policy related to economic development success; and

WHEREAS, to build and sustain the confidence of companies and site selectors, it is common for regional economic development organizations to partner with governmental entities, such as the EEIDD, to provide for the professional marketing of the region and the implementation, structuring, documentation, and long-term administration of economic development programs and incentives, including PILOTs and PBGs (collectively, the **"ED Services"**); and

WHEREAS, the EEIDD has determined that engaging Louisiana Central, which possesses the knowledge, experience, subject matter expertise, infrastructure, and national relationships necessary to perform the ED Services, avoids the unnecessary duplication of services and the

inefficient expenditure of public funds and allows the EEIDD to concentrate its personnel, capital, and resources on the operation, management, growth and development of England Airpark and the EEIDD's other industrial and commercial properties – activities in which the EEIDD possesses unique experience and expertise – and the EEIDD has further determined that engaging Louisiana Central is in the best interest of the EEIDD and serves a valid and beneficial public purpose; and

WHEREAS, Louisiana Central desires to cooperate with the EEIDD in marketing and recruiting new high impact jobs and capital investment to the England Airpark and the wider Parish in order to diversify the local economy, redevelop vacant or blighted property, increase tax revenue, increase job opportunities, and to provide for other economic development benefits to England Airpark and the Parish (collectively, the **“Economic Benefit”**); and

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with ... any public or private association, corporation, or individual”; and

WHEREAS, this Agreement is entered into pursuant to the Constitution and the England Economic and Industrial Development District Law (Subpart B-13 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended) (the **“EEIDD Law”**) and other statutory authority supplemental thereto, with the expectation and belief that the Economic Benefit to the public will exceed any costs incurred by the EEIDD.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used in this Agreement, and in any document, certificate, report or agreement furnished in connection with this Agreement, unless the context clearly requires otherwise.

Section 1.02. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

“Capital Cost” means that portion of the cost of acquiring, constructing, installing and equipping a project that is, or would be with a proper election, capitalizable for federal income tax purposes, and is or could be used in the calculation of cost basis, capital gains or losses, and/or depreciation under federal income tax laws and regulations.

“ED Services” shall have the meaning ascribed to it in the recitals hereto.

“ED Tools” shall have the meaning ascribed to it in the recitals hereto.

“EEIDD Law” shall have the meaning ascribed to it in the recitals hereto.

“Parish” means the Parish of Rapides, State of Louisiana.

“PILOT” means a Payment-in-Lieu of Tax agreement entered into pursuant to the authority of the EEIDD under the EEIDD Law and other statutory and constitutional authority.

“PILOT Documents” means, collectively, all legal documents necessary to implement a PILOT, including, but not limited to, the PILOT lease, resolutions, term sheet, act of conveyance, and all related instruments.

“PBG Documents” means, collectively, all legal documents necessary to implement a PBG, including, but not limited to the cooperative endeavor agreement, resolutions, term sheet, and any related instruments.

“Project” means any proposed economic development project within the Parish for which a PILOT and/or PBG is being considered or has been approved.

“Project Documents” means the PBG Documents and the PILOT Documents, collectively or individually, as the context may require.

“Term Sheet” means a written summary of the proposed commercial terms of a PILOT or PBG for a Project.

ARTICLE II

AUTHORITY TO ENTER INTO AGREEMENT

Section 2.01. Louisiana Central. Louisiana Central has provided to the EEIDD a copy of its articles of incorporation, a certificate of good standing from the Louisiana Secretary of State, a resolution, and other such documents collectively demonstrating the authority of Louisiana Central to enter into this Agreement to carry out the commitments made herein and the authority of the undersigned to execute this Agreement on behalf of Louisiana Central, which documents are attached hereto as **Exhibit A**.

Section 2.02. EEIDD. The EEIDD is granted authority, pursuant to the Constitution, the EEIDD Law, and other statutory authority supplemental thereto, to enter into cooperative endeavor agreements with public and private associations or corporations or with the State or State agencies, public entities, or political subdivisions of the State for a public purpose. This Agreement is entered into pursuant to the Constitution and the EEIDD Law and with the expectation and belief that the Economic Benefit to the public will exceed the applicable obligations of England Airpark.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Louisiana Central Representations. As a material inducement to the EEIDD to enter into this Agreement, without which it would not have entered into this Agreement, Louisiana Central makes the following representations:

(A) Louisiana Central is a duly and legally organized non-profit corporation, in good standing under the laws of Louisiana and authorized to do business in the State, with all powers and governmental licenses, authorizations, qualifications, consents, and approvals required to carry on its business in the State as now conducted and to be conducted in accordance with this Agreement.

(B) Louisiana Central has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the person signing this Agreement on behalf of Louisiana Central has the authority to execute this Agreement as the authorized representative and to bind Louisiana Central to the terms of this Agreement.

(C) This Agreement has been duly authorized, executed and delivered by Louisiana Central and constitutes a legal, valid and binding obligation of Louisiana Central, enforceable in accordance with its terms.

Section 3.02. EEIDD Representations. As a material inducement to Louisiana Central to enter into this Agreement, without which it would not have entered into this Agreement, the EEIDD makes the following representations:

(A) The EEIDD, is a statutorily created economic development district, established by the EEIDD Law, in good standing and authorized to do operate in the State, with all powers, authorizations, qualifications, consents and approvals required to carry on its operations in the State as now conducted and to be conducted in accordance with this Agreement.

(B) The EEIDD has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the person signing this Agreement has the authority to execute this Agreement and to bind the EEIDD to the terms of this Agreement.

(C) This Agreement has been duly authorized, executed and delivered by the EEIDD and constitutes a legal, valid and binding obligation of the EEIDD, enforceable in accordance with its terms.

(D) The execution of this Agreement, as well as the performance by the EEIDD of its obligations hereunder, are within the powers of the District and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to the EEIDD.

ARTICLE IV

OBLIGATIONS OF THE PARTIES

Section 4.01. Louisiana Central Obligations. Louisiana Central shall undertake the following obligations in furtherance of the ED Services:

- (A) Working in coordination with the EEIDD, market and promote economic development sites within the EEIDD and the Parish to recruit high impact jobs and capital investment into the England Airpark and the Parish;
- (B) Identify, cultivate, and respond to leads and inquiries from companies, site selectors, and consultants regarding potential economic development projects in the Parish which may require the use of ED Tools;
- (C) Develop and present to the EEIDD proposed Term Sheets for PILOTs and/or PBGs for the purpose of incentivizing businesses to locate or expand in the England Airpark or the Parish;
- (D) Prepare all PILOT Documents and PBG Documents necessary to implement any PILOT or PBG approved by the EEIDD, subject to the EEIDD's review and approval;
- (E) Following execution of PILOT Documents, administer and manage the ongoing compliance and monitoring obligations associated with each PILOT on behalf of the EEIDD, including without limitation annual compliance reports, preparation of annual notices and invoices to companies, preparation of annual compliance summaries for the EEIDD and coordination and reporting to all local governments directly impacted by a PILOT;
- (F) Following execution of PBG Documents, administer and manage the ongoing compliance and monitoring obligations associated with each PBG on behalf of the EEIDD, including without limitation annual compliance reports, preparation of annual notices and invoices to companies, and preparation of annual compliance summaries for the EEIDD;
- (G) Perform such other administrative tasks as are reasonably requested by the EEIDD in connection with the ED Services.

Louisiana Central's compensation for performing the foregoing obligations is set forth in Section 5.02.

Section 4.02. Decision-Making Authority of the EEIDD. For the avoidance of doubt, the role of Louisiana Central under this Agreement is to provide the ED Services as described herein, and the EEIDD retains all decision-making authority with respect to the approval or denial of any Term Sheet, PILOT or PBG. No PILOT or PBG shall be executed or become effective without the express approval and authorization of the EEIDD's governing body.

Section 4.03. EEIDD Obligations. The EEIDD shall undertake the following obligations in furtherance of this Agreement:

- (A) Promptly refer to Louisiana Central all leads and inquiries received by the EEIDD related to proposed projects located in the Parish outside of the England Airpark, or such leads and inquiries located anywhere in the Parish that could reasonably be considered to require one or more ED Tools, so that Louisiana Central may evaluate and respond to such leads in a coordinated and timely manner;
- (B) Provide information, reports, documentation, and access to EEIDD records as reasonably requested by Louisiana Central in order for Louisiana Central to carry out its obligations under this Agreement;
- (C) Consider in good faith all PILOT and/or PBG Term Sheets presented by Louisiana Central, and act upon such proposals within a reasonable time;
- (D) Cooperate with Louisiana Central in the administration and monitoring of PILOTs and other PBGs approved by the EEIDD.

ARTICLE V

FEES AND REPORTING

Section 5.01. Coordination of ED Tools. The Parties acknowledge that the consistent and professional structuring, documentation, and administration of PILOTs and PBGs throughout the Parish is essential to maintaining the confidence of the business community and the citizens of the Parish and to the long-term success of the EEIDD's economic development program. To that end, the Parties agree to coordinate their respective efforts with respect to any proposed use of the ED Tools in the Parish. In the event the EEIDD receives a project inquiry or proposal directly from a third party that can reasonably be expected to include a request for an economic development incentive, the EEIDD shall refer such inquiry or proposal to Louisiana Central for evaluation and, if appropriate, for the development of a Term Sheet in accordance with this Agreement.

Section 5.02. Administrative Fees. It is customary for companies receiving an economic development incentive to pay application fees, closing fees, and annual administrative fees in connection with a PILOT or PBG (the "**Administrative Fees**"). The Administrative Fees for each Project shall be established in the Project Documents. The EEIDD shall be entitled to receive Sixty Percent (60%) of the application and closing fees associated with any PILOT or PBG approved by the EEIDD Board and administered under this Agreement. In addition, the EEIDD shall be entitled to receive Forty Percent (40%) of any Administrative Fees associated with any PILOT or PBG approved by the EEIDD board in calendar year 2026, and shall be entitled to receive Fifty Percent (50%) of any Administrative Fees associated with any PILOT or PBG approved by the EEIDD board in calendar year 2027 or beyond and administered under this Agreement. The Administrative Fees shall be collected by Louisiana Central, and the portion provided for in this Section shall be

remitted to the EEIDD upon receipt. The balance of the Administrative Fees (after remittance of the EEIDD's portion) shall be retained by Louisiana Central as compensation for the ED Services performed under this Agreement, and the Parties acknowledge and agree that, except for reimbursement of out-of-pocket expenses as may be expressly approved in writing by the EEIDD, Louisiana Central's retained portion of the Administrative Fees constitutes the sole compensation payable to Louisiana Central hereunder, and no other fee, salary, or payment shall be owed by the EEIDD to Louisiana Central for the ED Services.

Section 5.03. Reporting. Louisiana Central shall provide during the term of this Agreement the EEIDD with a quarterly report (not later than March 31st, June 30th, September 30th, and December 31st of each calendar year) summarizing the following information related to projects which received a PILOT or PBG approved and administered under this Agreement: (a) the ED Services provided during the preceding calendar year; (b) the status of all active PILOTs and PBGs, including compliance summaries; (c) any new leads, inquiries, or projects under consideration; (d) aggregate sales tax collections (as reported by the Rapides Parish Sheriff or other third parties), and (e) the total capital investment and job growth for the previous year and since project inception. Following the expiration or termination of this Agreement, Louisiana Central shall provide the EEIDD with a final report containing the above information within sixty (60) days of such expiration or termination. In addition to the above, Louisiana Central shall, during the term of this Agreement, maintain at its cost a publicly accessible website depicting the information Louisiana Central is required to include in its reports under this Section, except for that contained in subparagraph 5.03(c) related to new leads, inquiries, or projects under consideration.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Default. Subject to the right to cure as provided in Section 6.02 and Force Majeure as provided in Section 6.05, the occurrence of any of the following actions during the term of this Agreement shall constitute a Default:

- (A) Failure of a Party to satisfy any of the material obligations of said Party under this Agreement.
- (B) With respect to Louisiana Central, commencement of bankruptcy (whether liquidation or reorganization) or dissolution proceedings by or against Louisiana Central, or the entry of a final, non-appealable judgment or order that materially impairs Louisiana Central's ability to perform its obligations under this Agreement.
- (C) With respect to the EEIDD, the dissolution, abolition, or insolvency of the EEIDD, the appointment of a fiscal administrator over the EEIDD under La. R.S. 39:1351, et seq., or the entry of a final, non-appealable judgment or order that materially impairs the EEIDD's ability to perform its obligations under this Agreement.

Section 6.02. Default Remedies. Upon the occurrence of a Default:

(A) The non-defaulting Party shall provide the defaulting Party with written notice specifying the Default (a “**Notice of Default**”);

(B) The defaulting Party shall have a thirty (30) day period from the date of its receipt of such written notice within which to cure the Default; provided that if such Default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be deemed in Default if it commences good faith efforts to cure within such period and thereafter diligently pursues such cure to completion; and

(C) Either Party may seek to mediate a dispute concerning a Default by notifying the other within thirty (30) days of the Notice of Default.

After such written notice and, if applicable, expiration of the cure period without correction of the Default, or the failure of mediation within a sixty (60) day period following the written Notice of Default, the non-defaulting Party may terminate this Agreement for cause as of the date of the written Notice of Default.

Section 6.03. No Consequential Damages. Neither of the Parties shall have the right to recover consequential, punitive, special, or other damages such as those claimed to arise from pain, suffering or mental anguish from any other Party.

Section 6.04. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to any Party to this Agreement upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring.

Section 6.05. Force Majeure.

(A) “**Force Majeure Event**” means any event or circumstance beyond the reasonable control of the affected Party that prevents or materially delays the performance of its obligations under this Agreement, including, without limitation: acts of God; flood, fire, earthquake, hurricane, or other natural disaster; epidemic, pandemic, or public health emergency; war (declared or undeclared), invasion, hostilities, terrorist threats or acts, riot, civil unrest, or governmental action; embargoes or sanctions; national or regional emergency; labor strikes or work stoppages (other than involving the affected party’s own employees); interruption or failure of utilities or communications; and any law, order, rule, or regulation, or other action taken by a governmental authority that makes performance illegal or impracticable.

(B) Upon occurrence of a Force Majeure Event, either Party shall have the right, but not the obligation, to declare a Force Majeure period by giving written notice of such event and declaration to the other Party within thirty (30) days after the affected Party becomes aware (or reasonably should have become aware) that the event constitutes or is reasonably

likely to constitute a Force Majeure Event. Time being of the essence, the declaring Party shall make every reasonable effort to give such written notice as soon as reasonably practicable.

(C) The Force Majeure period shall continue from the date of such written notice until the effects of such Force Majeure Event are removed, remedied, repaired or otherwise no longer prevent performance of the declaring Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended. No Force Majeure period arising from a single event shall be deemed to exist for longer than one (1) year from the date of such notice, and the aggregate Force Majeure period during the Term of this Agreement shall not exceed two years.

(D) The declaring Party must proceed with due diligence to undertake efforts to remedy or mitigate the effects of a Force Majeure Event, and within sixty (60) days of the occurrence of the Force Majeure Event shall provide the non-declaring Party with a report showing the efforts made and to be made to remedy or mitigate the effects and a timetable to return to full performance.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, director, agent or employee of any Party hereto (hereafter, **"Representative"**) in his or her individual capacity. No person executing this Agreement shall be personally liable with respect to this Agreement or by reason of execution and delivery of this Agreement.

Section 7.02. Indemnification.

(A) Louisiana Central hereby agrees to protect, defend, indemnify, save, and hold harmless the EEIDD, and its officers, directors, employees, contractors, and agents (collectively, **"EEIDD Indemnified Parties"**), from and against any and all claims (even if such claims are groundless, false or fraudulent), liability, losses, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which may occur or in any way arise out of any act or omission relating to this Agreement of Louisiana Central, or its officers, directors, employees, contractors or agents, except for those claims, demands, expenses and liability arising out of the gross negligence, willful misconduct, or fraud of the EEIDD Indemnified Parties; and provided further that Louisiana Central's indemnity obligations under this Section 7.02(A) shall not extend to indirect, consequential, punitive, or special damages.

(B) The EEIDD hereby agrees to protect, defend, indemnify, save, and hold harmless Louisiana Central, and its officers, directors, employees, contractors, and agents, including volunteers (collectively, “**Louisiana Central Indemnified Parties**”), from and against any and all claims (even if such claims are groundless, false or fraudulent), liability, losses, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys’ fees) which may occur or in any way arise out of any act or omission relating to this Agreement of the EEIDD, or its officers, directors, employees, contractors or agents, except for those claims, demands, expenses and liability arising out of the gross negligence, willful misconduct, or fraud of the Louisiana Central Indemnified Parties.

Section 7.03. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, the aggregate liability of Louisiana Central to the EEIDD for direct claims brought by the EEIDD against Louisiana Central under this Agreement shall not exceed the aggregate Administrative Fees actually retained by Louisiana Central under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim; provided that (i) the foregoing limitation shall not apply to liability arising out of the gross negligence, willful misconduct, or fraud of Louisiana Central, and (ii) Louisiana Central’s aggregate liability for third-party claims subject to indemnification under Section 7.02 shall not exceed three (3) times the aggregate Administrative Fees actually retained by Louisiana Central under this Agreement during the twenty-four (24) months immediately preceding the event giving rise to the claim, except that no cap shall apply to claims arising out of the gross negligence, willful misconduct, or fraud of Louisiana Central.

Section 7.04. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 7.05. Jurisdiction and Venue. The Ninth Judicial District Court for the Parish of Rapides, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 7.06. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered by one of the following means:

- (A) hand-delivered by courier, with signed receipt;
- (B) mailed through the United States Postal Service, first-class, with return receipt requested;

- (C) delivered by private, commercial carrier, such as Federal Express, with signature for delivery; or
- (D) sent by electronic mail or other similar form of rapid transmission confirmed by the recipient via the same method.

All communications shall be delivered to the designated representative at the address set forth below, or to such other person and address as may be subsequently designated in writing.

To Louisiana Central:

Louisiana Central
Attn: Chris Masingill, President & CEO
1302 Murray St.
Alexandria, LA 71301
cmasingill@louisiana-central.com

With a copy to:

Butler Snow LLP
Attn: Mike Busada
PO Box 118
Shreveport, LA 71101
Mike.Busada@butlersnow.com

To EEIDD:

England Economic and Industrial Development District
Ralph Hennessy, Executive Director
1611 Arnold Dr.
Alexandria, LA 71303
rhennessy@englandairpark.org

With a copy to:

Keiser & Nowlin, Attorneys at Law
Attn: Matt Nowlin
4615 Parliament Dr Suite 102
Alexandria, LA 71303
mnowlin@nowlinlaw.net

Section 7.07. Termination.

(A) Termination for Cause. Either Party may terminate this Agreement for cause in accordance with the procedures set forth in Article VI..

(B) Termination for Convenience. Either Party may terminate this Agreement at any time by giving ninety (90) days written notice to the other Party.

(C) Effect of Termination. Upon termination, the Parties' respective obligations shall cease, except for obligations that expressly or by their nature survive termination, including Section 7.08 regarding work in process and transition.

Section 7.08. Work in Process and Transition.

(A) Louisiana Central shall have the right to elect to continue any or all work in process through the execution and delivery of PILOT or PBG Documents for any Project for which a Term Sheet has been approved by the EEIDD prior to the effective date of termination.

(B) With respect to PILOTs and PBGs that have been fully executed as of the effective date of termination, Louisiana Central shall continue to administer such PILOTs and PBGs for a transition period of not less than one hundred eighty (180) but not more than three hundred and sixty five (365) days following termination, during which time the Parties shall cooperate in good faith to ensure an orderly transition, unless otherwise agreed to by the Parties.

Section 7.09. Ownership of Records. All records, reports, documents and other materials related to the ED Services shall be the property of the EEIDD. Upon termination or expiration, Louisiana Central shall return or make available all such materials to the EEIDD. Louisiana Central shall be entitled to retain copies for its own files.

Section 7.10. Nonassignability. Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party, which consent shall not be unreasonably withheld. Notice of any such assignment or transfer shall be furnished promptly to the other Party.

Section 7.11. Term. This Agreement shall begin on the Effective Date and continue for a period of five (5) years (the “**Initial Term**”) and shall automatically renew for successive five (5) year periods unless either Party gives the other Party written notice of non-renewal not less than ninety (90) days prior to the expiration of the then-current term.

Section 7.12. 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 any remaining provisions of this Agreement; and to this end the terms and conditions of this Agreement are declared severable.

Section 7.13. Ambiguous Terms. Any rule of construction that ambiguous terms are construed against the drafter shall not be applicable to this Agreement.

Section 7.14. 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 7.15. Amendment. This Agreement may be amended only upon the written consent and approval of all Parties.

Section 7.16. Electronic Signatures. In accordance with La. R.S. 9:2605 B(1) & (2), the Parties hereto each agree that this transaction, as well as any amendments to this Agreement, may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the “Louisiana Uniform Electronic Transactions Act”, LA. R.S. 9:2601 through 9:2621.

Section 7.17. Captions. Captions in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

Section 7.18. Entire Agreement. This Agreement, together with any exhibits and attachments specifically incorporated herein by reference, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the date first written above.

CENTRAL LOUISIANA ECONOMIC DEVELOPMENT ALLIANCE

By: _____

Name: _____

Title: _____

Date: _____

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

By: _____

Name: Ralph Hennessy, C.M.

Title: Executive Director

Date: _____