

rec'd 12/28/23 HAF

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New Orleans, Louisiana 70113

Telephone (504) 524-0206
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Henry Kinney
hkinney@kinneylaw.com

December 20, 2023

Via email to FedEx certified mail:

Mr. Tony Ligi
Executive Counsel for the Office of State Treasurer
900 North Third St., Third Floor
Baton Rouge, LA 70802

Re: Henry W. Kinney v The BioDistrict New Orleans CDC No: 2023-13361

Dear Mr. Ligi,

Enclosed please find certified true copies of documents regarding Henry W. Kinney v The BioDistrict New Orleans filed in Civil District Court with No: 2023-13361.

If there is anything else needed, please don't hesitate to contact our offices.

Sincerely,



Henry W. Kinney

HWK/hp
Enclosure

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Section 7

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA**

NO:

DIVISION:

HENRY W. KINNEY

VS.

THE BIODISTRICT NEW ORLEANS

FILED: _____

DEPUTY CLERK

**MOTION FOR JUDGMENT TO DECLARE
COOPERATIVE ENDEAVOR AGREEMENT INVALID**

NOW INTO COURT, appearing pro se, comes Henry W. Kinney ("Kinney"), a person of the full age of majority and a taxpayer in the area affected by the contested cooperative endeavor agreement, who with respect avers as follows:

I.

Kinney maintains an office at 1250 Poydras St., Suite 2450, New Orleans, LA 70113. His office is in the area where The BioDistrict New Orleans ("BioDistrict") proposes to engage in a cooperative endeavor agreement as provided hereafter. Kinney regularly purchases goods within this district and pays sales taxes to the State of Louisiana and the City of New Orleans. He is a citizen and taxpayer of the State of Louisiana.

II.

The BioDistrict of New Orleans was created as a political subdivision of the State of Louisiana as follows:

B. The district shall be a **political subdivision of the state** as defined in Article VI, Section 44 of the Constitution of Louisiana. Pursuant to Article VI, Sections 19 and 20 of the Constitution of Louisiana, the district, acting through its board of commissioners, the governing authority of the district, is hereby granted all of the rights, powers, privileges, and immunities accorded by law and the Constitution of Louisiana to political subdivisions of the state, including but not limited to the power to incur debt, except as otherwise provided in this Chapter. La. Stat. Ann. § 33:9039.62.

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III.

The BioDistrict is absolutely a state agency:

The exercise by the board of the powers conferred by this Chapter shall be deemed and held to be essential governmental functions of the state. As 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 commerce and prosperity, and for the improvement of their health and living conditions, the district and any subdistrict created by the district shall not be required to pay any taxes including but not limited to sales and use taxes, ad valorem taxes, income, or any other taxes of any kind or nature, or assessments upon any property acquired or leased by the district and any subdistrict created by the district under the provisions of this Chapter, or upon the income therefrom, and any bonds issued hereunder and the income therefrom shall be exempt from taxation by the state and by any parish, municipality, or other political subdivision of the state. The district shall be subject to public laws governing political subdivisions generally, including the Public Bid Law, public records law, open meetings law, and Code of Governmental Ethics.
La. Stat. Ann. § 33:9039.67

IV.

Although created in 2005, the BioDistrict has not functioned since that time. However, it has recently attempted to engage in a “cooperative endeavor agreement” with the State of Louisiana for a concept known as a Tax Incremental Finance scheme. These schemes take public taxes and devote them to other purposes for which they were originally authorized. In this particular scheme, the proposed agreement appropriates to the BioDistrict the increase in State sales taxes over that which is currently being paid to the State of Louisiana to the BioDistrict. A copy of this proposed cooperative endeavor agreement is attached hereto as **Exhibit “A”**.

V.

On or about November 16, 2023, the State Bond Commission approved the scheme as provided in **Exhibit “A”**. This proceeding is filed in accordance with the provisions of La. Stat. Ann. § 33:9029.2 which mandates that the validity of a cooperative endeavor agreement, such as that at issue, be tested by utilizing the provisions of the Bond Validation process as found in La. Stat. Ann. § 13:5121 and particularly as follows:

5125. Contesting issuance of bonds or action taken with respect to source of payment therefor; notice and hearing; service on member of governing body

Any person, corporation, or association desiring to contest or enjoin the issuance of any such bonds or action taken providing for a new or different source of payment for outstanding bonds shall proceed by motion for judgment brought in the court

having jurisdiction as provided in R.S. 13:5123. Upon the filing of any such motion for judgment, the court shall enter an order within five days following such filing requiring the publication of the motion in some newspaper published in or having general circulation in such governmental unit two times within a period of fifteen consecutive calendar days from the date of the issuance of the order specifying the dates for publication thereof, with the first publication as provided in this Section to be not later than eight days from and after the date of the issuance of the order, and at the same time fix a time and place for hearing the proceeding, which time and place shall be published with the motion for judgment. The date fixed for the hearing shall be at least ten days, but not more than thirteen days, after the second publication of such motion for judgment. In addition to such publication, the plaintiff must secure personal service at least five days prior to the second publication of the motion for judgment on at least one member of the governing body of the governmental unit whose actions or proceedings are sought to be contested or enjoined, and must cause notification of the motion for judgment to be made upon the State Bond Commission and the attorney general by mailing a certified copy of the motion for judgment by registered or certified mail, with return receipt requested. The State Bond Commission shall post to its online database within two days of receipt the caption of the motion for judgment, including the parties, the docket number, judicial district, and parish in which the motion for judgment is filed. The State Bond Commission may remove from an online database on its website such motions and captions after three years from their initial posting on the website.

La. Stat. Ann. § 13:5125

VI.

Kinney avers that the cooperative endeavor agreement, **Exhibit A**, is illegal for the following reasons:

1. **Exhibit A** provides that the State of Louisiana will be giving its sales tax monies to a state agency for the term of the agreement without annual legislative authorization. No state agency can give away its funds without annual appropriation by the Louisiana Legislature. La. Const. Ann. Art. III, § 16, La. Const. Ann. Art. VIII, § 11 and La. Const. Ann. Art. VII, § 10.
2. No state agency can collect funds without depositing those funds in the state treasury. La. Const. Ann. Art. VII, § 9.
3. The cooperative endeavor statutes of the state require that any such agreement must be entered into through only the commissioner of administration. La. Stat. Ann. § 33:9029.2. The proposed agreement, **Exhibit A**, does not provide for execution by the commissioner of administration but by the secretary of the Department of Revenue.

4. The cooperative endeavor agreement, violates the provisions of La. Const. Ann. Art. VII, § 14, which states:

© Cooperative Endeavors. For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.
La. Const. Ann. Art. VII, § 14.
5. Cooperative endeavor agreements are not allowed between the state and other state agencies or departments. La. Stat. Ann. § 33:9029.2.
6. Cooperative endeavor agreements involving state funds require annual appropriation by the legislature. La. Stat. Ann. § 33:9029.2.
7. The cooperative endeavor does not fulfill the requirements of La. Stat. Ann. § 33:9029.2 which require that it show that it will result in economic development. The BioDistrict will benefit from inflation as opposed to any actual benefit to its area. The basis for agreement, an economic study, does not show any actual economic value to the state.
8. The cooperative endeavor agreement must be approved by the State Bond Commission and requires that it be submitted by the Department of Economic Development. The application to the State Bond Commission must show a reasonable expectation that the benefits received by the state will equal or exceed the losses that the state will sustain by the diversion and donation of its sales taxes to the BioDistrict. The cooperative endeavor agreement does not show a reasonable expectation of benefits to the State.

WHEREFORE, Kinney prays as follows:

1. For a judgment declaring the cooperative endeavor agreement, **Exhibit A**, illegal as provided herein;
2. That the court order publication of this proceeding and fix a time and place for the hearing of this proceeding all in accordance with the provisions of La. Stat. Ann. § 13:5125.

[Signatures found on following page.]

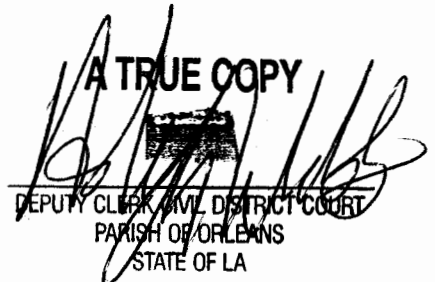
RESPECTFULLY SUBMITTED,

/s/ Henry W. Kinney

HENRY W. KINNEY (#7410)
Email: hkinney@kinneylaw.com
1250 Poydras Street, Suite 2450
New Orleans, LA 70113
Telephone: 504.524.0206
Facsimile: 504.370.7333

Please serve:

The BioDistrict of New Orleans
Through its president,
Andy Kopplin
919 St. Charles Ave.
New Orleans, LA 70130

A TRUE COPY

DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO:

DIVISION:

HENRY W. KINNEY

VS.

THE BIODISTRICT NEW ORLEANS

FILED: _____

DEPUTY CLERK

ORDER

Considering the foregoing *Motion for Judgment to Declare Cooperative Endeavor Agreement Invalid*, in accordance with the provisions of La. Stat. Ann §13:5125,

IT IS HEREBY ORDERED that the Plaintiff, Henry W. Kinney, publish the Motion for Judgment to Declare Cooperative Endeavor Agreement Invalid in some newspaper published in or having general circulation within the governmental unit described in the La. R.S. § 33:9039.61 two times within a period of fifteen (15) consecutive calendar days from today's date with the first publication to be not later than eight (8) days from today's date;

IT IS ALSO HEREBY ORDERED that the hearing of these proceedings be fixed on _____ day of _____, 2023 or, alternatively, in accordance with law and that date shall be published with the Motion for Judgment to Declare Cooperative Endeavor Agreement Invalid.

New Orleans, Louisiana, this _____ day of _____, 2023.

JUDGE

Please serve:

The BioDistrict of New Orleans
Through its president,
Andy Kopplin
919 St. Charles Ave.
New Orleans, LA 70130

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COOPERATIVE ENDEAVOR AGREEMENT

Between

THE STATE OF LOUISIANA

and

THE BIODISTRICT NEW ORLEANS

Dated as of July 1, 2023

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is entered into and between the STATE OF LOUISIANA (the "State"), acting by and through the Secretary of the Department of Revenue, and the BioDistrict New Orleans, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and as more particularly described in La. R.S. 33:9039.61 et. seq., acting by and through its duly authorized representative (the "District" or the "BioDistrict"). The State and the BioDistrict may sometimes be referred to as "Party" or collectively as the "Parties." The Agreement is effective as of July 1, 2023.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the "Constitution") provides that for a public purpose, political subdivisions may engage in cooperative endeavors with private associations, corporations or individuals;

WHEREAS, economic development constitutes a public purpose for the expenditure of public funds as determined by the Louisiana State Legislature under various provisions of law, including but not limited to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (the "Cooperative Economic Development Law"), as amended;

WHEREAS, the Cooperative Economic Development Law authorizes the participation by the parties hereto in economic development activities, including the expenditure of public funds under certain circumstances;

WHEREAS, the BioDistrict was established to advance biomedical research and job creation in the area that includes the old Charity Hospital downtown, the new University Medical Center, the new Veterans Administration Hospital, Xavier University, Delgado Community

[N3907659.4]

November 27, 2023

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College's School of Nursing, LSU Medical School and Health Sciences Center, Tulane University Medical School and School of Public Health and Tropical Medicine, the Louisiana Cancer Research Center, and the New Orleans Bioinnovation Center, among other health care and bioscience assets in New Orleans and has statutory authorities as defined in La. R.S. 33:9039.61 et seq.;

WHEREAS, the BioDistrict is governed by a 15-member board composed of appointees of the Governor of Louisiana, the Mayor of New Orleans, senators and representatives whose districts include the BioDistrict, as well as leadership from LSU Health Sciences Center, Tulane University, Xavier University of Louisiana, and Delgado Community College;

WHEREAS, following public meetings and conversations with concerned neighborhood leaders in Mid-City and Gert Town in early 2022, the BioDistrict requested legislative changes to limit its authorities and narrow its boundaries, including removing the BioDistrict's authority to utilize eminent domain or expropriation and removing residential neighborhoods from the BioDistrict's boundaries;

WHEREAS, these proposed legislative changes were contained in HB 797 and introduced and enacted into law as Act 354 of the 2022 Regular Session of the Louisiana Legislature;

WHEREAS, the New Orleans Business Alliance serves as the administrator of the BioDistrict, including providing support and administration on governance, compliance, financial transactions, and record keeping for the BioDistrict;

WHEREAS, pursuant to a request from LSU Foundation and LSU School of Medicine who were advancing plans for the adaptive reuse of Charity Hospital, the Greater New Orleans Foundation led a comprehensive strategic planning process for the neighborhood surrounding Charity Hospital, which included three community meetings and the surveying of hundreds of residents and culminated with the release in September of 2018 of a report calling for the creation of a robust, job creating, and equitable innovation district;

WHEREAS, the Greater New Orleans Foundation's strategic plan calls for improving the area by creating good jobs that pay family-sustaining wages, advancing health care and research, fostering equitable economic development, increasing affordable housing, improving transportation, expanding services for the unhoused, promoting environmental sustainability through green infrastructure and park spaces, and providing opportunities for existing local and disadvantaged businesses;

WHEREAS, Governor John Bel Edwards has designated much of the BioDistrict as a federal Opportunity Zone, providing federal tax advantages to investors to spur additional development;

WHEREAS, GNO Inc., at the request of the Greater New Orleans Foundation, created a prospectus for the BioDistrict to highlight current assets within the area, including upcoming development projects and financial investments to promote additional investment within the area;

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WHEREAS, the BioDistrict is a leading member of a consortium that was awarded \$500,000 in December 2021, as one of sixty Build Back Better Regional Challenge Grants from the Department of Commerce's Economic Development Administration for the Gulf Coast Health Sciences Corridor;

WHEREAS, the State has been requested by the BioDistrict to undertake the cooperative endeavors herein provided in this Agreement in order to make it economically feasible for the BioDistrict to undertake projects which may include but not be limited to land acquisition (except land acquisition done by expropriation or the acquisition of any parcel that is zoned with a low-density residential zoning category), design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particular identified in R.S. 33:9039.72 of the Louisiana Revised Statutes (the "**Project**");

WHEREAS, such enhancement of bioscience and health products would result in significant economic benefits to the State, including construction jobs, increased permanent employment, increases to the tax base for *ad valorem* taxation, and significant increases in sales and use tax collections as well as helping to mitigate the condition of unemployment or underemployment in the surrounding geographical area and other ancillary financial and economic development benefits such as health science research;

WHEREAS, the Project is more fully described in **Exhibit A** hereto and is expected to include research, administration, and development costs to be paid by the BioDistrict;

WHEREAS, the Project will provide further intangible benefits to the State and the surrounding areas in addition to those enumerated herein;

WHEREAS, in order to enable the BioDistrict to proceed with the Project, the State has agreed to dedicate the proceeds of the Monthly Pledged State Increment to the BioDistrict, providing infrastructure assistance and payment to the BioDistrict for the Project, as defined herein, subject to the terms and conditions set forth herein below in this Agreement;

WHEREAS, the State and the BioDistrict desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution and the Cooperative Economic Development Law, all for the purpose of enabling the BioDistrict to commence and continue the Project; and

WHEREAS, the City of New Orleans and the BioDistrict entered into a cooperative endeavor agreement (the "Local Cooperative Endeavor Agreement") effective November 1, 2022 and ending October 30, 2039 pursuant to which the City of New Orleans has pledged to transfer a maximum of \$70.65 million in incremental increases in its undedicated sales taxes collected within the boundaries of the BioDistrict (the "City Tax Revenues") to support economic development projects within the BioDistrict.

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NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the State and the BioDistrict hereby covenant and agree with each other as follows:

I. DEFINITIONS

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

“**Act**” shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, and Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, comprised of La. R.S. 33:9020 through 9039, inclusive, and other constitutional and statutory authority.

“**Agreement**” shall mean this Cooperative Endeavor Agreement dated as of July 1, 2023, by and between the BioDistrict and the State, and any amendments or modifications hereto.

“**Annual State Base**” shall mean Eleven Million Seven Hundred Sixteen Thousand Four Hundred and Thirty One Dollars (\$11,716,431.00), which is the amount of State Sales and Use Tax collected from taxpayers during the 2021 Fiscal Year (July 1, 2020 thru June 30, 2021) within the geographic area comprising the BioDistrict.

“**Annual State Increment**” shall mean the amount by which the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Fiscal Year during the Term exceeds the Annual State Base.

“**Annual Pledged State Increment**” shall mean a sum equal to forty-five percent (45%) of the Annual State Increment collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Year during the Term and shall not exceed the BioDistrict’s pledged city sales tax increments under the Local Cooperative Endeavor Agreement for each annual year of collection commencing in Fiscal Year 2024; and in no event shall the State sum exceed twenty-five million dollars (\$25,000,000) in the aggregate.

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

“**City**” shall mean City of New Orleans, Louisiana.

“**Collection Start Date**” shall mean July 1, 2023.

“**Department**” shall mean the Louisiana Department of Revenue, the State Sales and Use Tax collection agent of the State.

“**District**” or “**BioDistrict**” shall mean that certain economic development district established in La. R.S. 33:9039.61 et. seq. as enacted by Act 354 of the 2022 Regular Session of the Louisiana Legislature, within the boundaries set forth in La. R.S. 33:9039.62 and **Exhibit B**.

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

“**Fiscal Year**” shall mean the twelve-month period beginning July 1 of each year and ending June 30 of the following calendar year.

“**Louisiana Economic Development**” or “**LED**” shall mean the Louisiana Department of Economic Development.

“**Month**” shall mean a calendar month.

“**Monthly State Base**” shall mean the Annual State Base divided by twelve (12).

“**Monthly State Collection**” shall mean the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Month during the Term.

“**Monthly Pledged State Increment**” shall mean with respect to any month, the portion of the Annual Pledged State Increment collected and attributable to such month, such that the sum of the Monthly Pledged State Increments for any year equals the Annual Pledged State Increment for such year.

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

“**Paying Agent/Trustee**” shall mean the bank possessing trust powers, if any, which shall be appointed by the BioDistrict to receive the tax increments, described herein.

“**Project**” shall mean the project as contemplated and described in Exhibit A.

“**Public Improvements**” shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the BioDistrict and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the BioDistrict, and (iii) the general public infrastructure improvements in the BioDistrict, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

“**State**” shall mean the State of Louisiana.

“**State Sales and Use Tax**” shall mean the aggregate of sales and use taxes levied and collected by the state as a result of the sales and use taxes levied under La. R.S. 47:302 at the rate of 2%, La. R.S. 47:321 at the rate of 1%, La. R.S. 47:321.1 at a rate of .45% and La. R.S. 47:331 at a rate of .97%; sales and use tax shall not mean or include the .03% sales tax

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levied under La. R.S. 51:1286 by the Louisiana Tourism Promotion District, any dedicated hotel motel sales tax or rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development.

“State Treasurer” or “Treasurer’s Office” shall mean the Louisiana Department of the Treasury.

“Term” shall mean the term of this Agreement as set forth in Article 5 hereto.

“Year” shall mean any consecutive twelve (12) month period.

2. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement entered into or furnished in connection with this Agreement.

II.

STATE’S REPRESENTATIONS

1. Authority of State. The State, through the Department, is granted the authority, pursuant to the Act, as amended, with the approval of the Joint Legislative Committee on the Budget and approval of the Louisiana State Bond Commission and other constitutional and/or statutory authority necessary to enter into this Agreement.

2. Scope of Authorized Agreement. The Act authorizes the State to enter into cooperative endeavor agreements with local government subdivisions and economic development districts that may provide for the use of State Sales and Use Tax receipts for economic development projects, such as the Project, after approval of the Joint Legislative Committee on the Budget. Pursuant to the Act, Joint Legislative Committee on the Budget approval has been received by the BioDistrict on Month XX, 20XX and the minutes of the meeting at which such approval was received are attached hereto as Exhibit C.

3. Collections. Unless otherwise specified hereby, the Department hereby represents that current law and the current internal collection processes and systems are adequate for the purpose of collecting, classifying, reconciling, calculating, dedicating and remitting of the Annual State Increment on a quarterly basis, provided that such systems may be changed by the Department as they pertain to their respective collection processes relative to this Agreement, after providing notice to the BioDistrict of such change.

4. Ownership of Pledged State Increment. The State hereby acknowledges and agrees that (a) the Annual Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the BioDistrict, and (b) pending classification as Pledged State Increment, such funds are not part of the State Treasury although collected by the State and held pending disbursement to the BioDistrict.

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III.

BIODISTRICT'S REPRESENTATIONS

1. BioDistrict Authority. The BioDistrict has all requisite power to enter into this Agreement pursuant to the Act and there are no contracts or outstanding debts or other obligations in conflict herewith.

2. Scope of Project. The Project is within the scope of the Act and the BioDistrict will use the Annual Pledged State Increment solely to pay for the costs of the Project in order to induce economic development within the boundaries of the BioDistrict.

3. Project Necessity. The Project is necessary to promote economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in La. R.S. 33:9039.72, within the City of New Orleans; and the BioDistrict will proceed with diligence to pursue the Project.

4. Public Purpose. The BioDistrict represents that the expenditure of public funds as determined by the Louisiana State Legislature, under various provisions of law, including but not limited to the Act, shall be for the public purpose of the Project and related public purposes, and that the BioDistrict and its activities will create public benefit of equal or greater value to the investment made by the State through this Agreement.

5. Validity of BioDistrict Obligation. This Agreement constitutes a valid and legally binding obligation of the BioDistrict. The BioDistrict has taken or caused to be taken all necessary and proper action to authorize the execution, issuance and delivery of and the performance of its obligations under the Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.

6. No Suits. Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the BioDistrict before any court, arbitrator, or administrative or governmental body, or operations of the BioDistrict or that might adversely affect the ability of the BioDistrict to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

7. Accuracy of Statements. No misleading, false or erroneous information has been provided by the BioDistrict to the State in this Agreement, or on any other document or certificate with respect to this Project. There is no fact or circumstance known by the BioDistrict that negatively affects or so far as the BioDistrict can reasonably foresee, will materially adversely affect the condition of the BioDistrict or its ability to perform its obligations hereunder including the issuance and payment of any Bonds issued pursuant to the Act or other constitutional or statutory authority.

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IV.
COOPERATIVE ENDEAVOR OBLIGATIONS

1. Department Agency. The Department hereby agrees to act as agent of the BioDistrict on and after July 1, 2023 for the sole purpose of collecting the Monthly Pledged State Increment. Such agency shall continue for the Term of this Agreement or until the State's contribution has reached the maximum as set forth in the Agreement, or as otherwise provided by amendment or addendum to this Agreement. The Department hereby further agrees that it shall additionally take all reasonable enforcement procedures it is authorized by law to take in connection with the collection of the Monthly Pledged State Increment.

2. Transfer of Funds.

a. It is understood that the Monthly Pledged State Increment collected by the Department is the property of the BioDistrict and thus the payment thereof to the BioDistrict does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of the Department during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank, along with other state tax receipts. The Department shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the BioDistrict for deposit and the date for such transfer, which shall be no later than the thirtieth (30th) day of the third month of each calendar quarter for the transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter the Department will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the BioDistrict.

b. The BioDistrict shall furnish to the Department a list of all businesses located within the BioDistrict when requested by the Department.

c. The BioDistrict shall furnish or cause to be furnished to the Department with the amount of the BioDistrict's pledged city sales tax increments owed to the BioDistrict under the Local Cooperative Endeavor Agreement for the prior calendar quarter no later than the 20th day of the second month of each calendar quarter in order for the State to calculate the Monthly Pledged State Increment.

d. The expenditure of the Annual Pledged State Increment shall be dedicated to the public purpose of the BioDistrict pursuant to R.S. 33:9039.62 *et seq.*

3. Calculations. The Department and the BioDistrict hereby agree that the Monthly State Increment shall be calculated at least quarterly for each month during the term of this Agreement. Such calculations shall be made by the Department. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon the request of any party hereto. Collections of sales and use tax by the Department shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment regardless of which sales and use taxes are deemed due and owing; provided that collections of sales and use taxes paid under protest shall be set aside in accordance with the

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Department's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judgment is made by a court of competent jurisdiction that such sales and use tax have been legally collected.

If it is determined that a shortage or overage exists in the amount collected and transferred, for any period, compared to the amount actually due, for whatever reason, the Department shall direct an adjustment in the Monthly Pledged State Increment, as the case may be, paid to the BioDistrict in order that the shortfall or over collection of revenues due to the BioDistrict 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 Department shall not be obligated to use any funds for adjustments other than from State Sales and Use Tax collected from within the BioDistrict boundaries.

4. Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Collection Start Date. The Department shall direct the Treasurer's Office and the Depository Bank to pay over all Monthly Pledged State Increment collected from the Collection Start Date to the BioDistrict.

5. Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the Department 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 State Sales and Use Tax in the BioDistrict in the same manner as State Sales and Use Taxes are currently being collected or authorized to be cancelled as of the Collection Date.

6. Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of all Parties hereto.

7. LDR Collection Fees. The Department is hereby authorized and directed to withhold from the Sales and Use Tax collected by the Department within the geographical boundaries of the BioDistrict, as compensation for the performance of the Department's obligations hereunder, an amount equal to three (3%) of such Sales and Use Tax.

8. Reports to Louisiana Economic Development. The BioDistrict shall provide the following:

- a. Budget. The BioDistrict shall annually submit a budget presentation for all funds transferred under this Agreement, including annual goals, deliverables, and performance measures for the Project, and which budget shall be in strict accordance with all of the applicable provisions set forth in the Agreement, to the Secretary of Louisiana Economic Development. The initial budget presentation shall be submitted with a cover letter by no later than sixty days after this Agreement has been signed and by November 1 of each calendar year of this Agreement for all subsequent years. The budget shall become effective upon written approval of the Secretary of Louisiana Economic Development. Until the initial budget is approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict. Should a fiscal year end before a subsequent budget for the BioDistrict for the

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succeeding year has been approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict until the budget for the new year has been approved, except that amounts to cover all debt service obligations for BioDistrict projects previously approved by the State Bond Commission shall not be withheld. The BioDistrict shall not be entitled to collect interest on any withheld payments from the State as a result of the Secretary of Louisiana Economic Development exercising its authority to withhold approval of the BioDistrict's budget.

- b. Plan. The BioDistrict shall update its strategic master plan for the BioDistrict within twelve months of the execution of this Agreement, and such a plan shall be submitted to the Secretary of Louisiana Economic Development for review and comment. The BioDistrict will update the plan as necessary, and at a minimum of every five years during the Term of this Agreement, with each update being submitted to the Secretary of Louisiana Economic Development for review and comment.
- c. Annual Report. Not later than November 1 of each year, beginning one year after the commencement of this agreement, the BioDistrict shall annually submit a report to the Secretary of Louisiana Economic Development that details its expenditures of the Annual Pledged State Increment and its performance relative to the goals and deliverables specified in its approved budget and master plan. The report should detail all projects undertaken and their current status and impacts, as well as the BioDistrict's challenges, strategies, and future plans.

V.
TERM

1. Term of this Agreement. This Agreement shall be effective as of July 1, 2023, and shall extend for a term of seventeen (17) years through June 30, 2040.

VI.
EVENTS OF DEFAULT

1. Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

- (a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or
- (b) Any party hereunder shall fail to observe or perform any other obligation required hereunder.

If such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

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2. Remedies. Upon a default under Article VI, Section 1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

VII.

MISCELLANEOUS

1. Audit. The Legislative Auditor of the State may audit any and all books and records of the BioDistrict related to the Department and this Agreement, and the BioDistrict shall make available such books and records and expenses to the Legislative Auditor for such audit.

2. Notices. All reports, statements or notices 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 BIODISTRICT:

BioDistrict New Orleans
c/o New Orleans Business Alliance
1250 Poydras St., Suite 2150
New Orleans, LA 70113

With copy to:

Andrew Kopplin, Chair (or his successors)
c/o New Orleans Business Alliance
1250 Poydras Street, Suite 2150
New Orleans, LA 70113

TO THE DEPARTMENT:

Attention: Director, Policy Services Division
P.O. Box 44098
Baton Rouge, Louisiana 70804

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 above, 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.

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3. Further Assurances. From time to time hereafter, the BioDistrict and the Department 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.

4. Venue. Any suit brought by any Party hereto arising out of or by reason of this Agreement shall be brought in the Orleans Civil District Court, Orleans Parish, State of Louisiana, or such federal court as may have jurisdiction over any matter. However, if any suit is brought by or against the State, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

5. 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.

6. 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 BioDistrict or the Department in his 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.

7. 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.

8. Taxes. The BioDistrict hereby agrees that the responsibility for payment of taxes from the funds, if any, thus received under this Agreement and/or legislative appropriation shall be the BioDistrict's obligation.

9. Ownership. All records, reports, documents and other material delivered or transmitted to the BioDistrict by the State shall remain the property of the State of Louisiana, and shall be returned by the BioDistrict to the State, at the BioDistrict's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the BioDistrict in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the BioDistrict to the State, at the BioDistrict's expense, at termination or expiration of this Agreement.

10. Nonassignability. The BioDistrict shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the BioDistrict from assigning its bank, trust company, or other financial institution any money due or to become due from this Agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

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11. Discrimination Clause. The BioDistrict agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

The BioDistrict agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. In particular,

- a. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the BioDistrict (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the BioDistrict's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- b. Non-Discrimination. In the performance of this Agreement, the BioDistrict will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS or HIV status against (1) any employee of the State of Louisiana working with the BioDistrict in any of BioDistrict's operations or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the BioDistrict. The BioDistrict agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- c. Incorporation into Subcontracts. The BioDistrict will incorporate the terms and conditions of this Section into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

Any act of discrimination committed by the BioDistrict, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

12. Public Notice of Meetings. The BioDistrict shall follow all state laws with regard to providing public notice of its meetings.

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13. Records Retention. The BioDistrict shall follow all state laws with regard to records retention, and shall require its contractors and subcontractors, grantees and subgrantees to maintain all financial records for a period of four years after the final payment is made by the BioDistrict.

14. Constitutional Prohibitions on Donations of Property. The BioDistrict shall comply with Article VII, Section 14(A) of the Louisiana Constitution prohibiting the donation of public funds.

15. Issuance of Bonds or Debt Instruments. The BioDistrict must secure approval from the State Bond Commission before issuing any bonds or debt instruments whose debt service and interest shall be paid by any revenues provided by the State as a result of this Agreement. The State shall not be responsible for contributing revenues provided by the State as a result of this Agreement for any BioDistrict project that has not received approval by the State Bond Commission in advance of the bonds or debt instruments being issued.

16. Louisiana Code of Governmental Ethics. All BioDistrict Board of Commissioners members and staff shall comply with the Louisiana Code of Governmental Ethics.

17. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

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

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

20. Authority of the State of Louisiana. Consistent with provisions of La. R.S. 33:9039.63, nothing in this Agreement shall affect the authority of the State of Louisiana, the medical institutions or the educational institutions within the BioDistrict, or any other political subdivision.

Exhibits. The following exhibits will be and are incorporated into this Agreement:

Exhibit A – The Project

Exhibit B – The BioDistrict Boundaries

Exhibit C – Joint Legislative Committee on the Budget Approval

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Thus done and signed this ____ day of _____, 2023 at Baton Rouge and New Orleans, Louisiana.

BIODISTRICT NEW ORLEANS

By:
Its: Chairman

STATE OF LOUISIANA, ACTING BY AND
THROUGH THE DEPARTMENT OF
REVENUE

By: Kevin Richard
Its: Secretary, Department of Revenue

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**Exhibit A
The Project**

The Project shall include the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including Public Improvements, consistent with BioDistrict's broader objectives as outlined below:

A.(1) The district may undertake a project which may include but not be limited to land acquisition, design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto. The district may establish projects for bioscience and health products, including projects related to:

- (a) Research and development.
- (b) Invention and discovery.
- (c) Commercialization.
- (d) Production and manufacturing of goods and products, including facilities for manufacturing.
- (e) Development of production process and delivery system purposes in, involved in, based on, or related to, or intended to advance the state of knowledge, skill, and understanding of, the biosciences, including:
 - (i) Wet laboratories.
 - (ii) Clean rooms.
 - (iii) Dry laboratories.
 - (iv) Research and development facilities.
 - (v) Genetics facilities and equipment.
 - (vi) Pharmaceutical facilities and equipment.
 - (vii) Biotechnology incubators.
 - (viii) Bioscience and biotech health care facilities.
 - (ix) Biotech facilities.
 - (x) Bioscience facilities.
 - (xi) Other similar projects.
- (2) Bioscience education, including health or biotech education programs in cooperation with affiliate institutions of higher education;
- (3) Access to public safety facilities and equipment;
- (4) Streets and roads;
- (5) Drainage services;
- (6) Wastewater services;
- (7) Potable water services;
- (8) Telecommunication facilities;
- (9) Demolition of existing structures;
- (10) Chilled water services;
- (11) Steam services;

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(12) Industrial gases services;

(13) Other utility and process and production services; or

(14)(a) The support of any other type of bioscience projects or safety, security (police), parking, housing (student and workforce), conference and meeting facilities, transportation (pedestrian and vehicular), emergency preparedness, emergency operations, beautification, image, district identity, centralized laundry, janitorial services, maintenance services (grass cutting, street cleaning), development and enforcement of district standards for buildings (architectural), landscaping, streets and sidewalks, lighting and signage.

(b) The district or any subdistrict shall not adopt a district identity or any district standards for any area of the city of New Orleans without the prior approval of the governing authority of the city of New Orleans, by ordinance.

B. The board shall, through promulgation of bylaws adopted by the board, form committees to create a biosciences development and job creation plan for each project. The board, through the promulgation of bylaws, shall provide for the membership of the respective committees and their duties, and shall include mandatory review and approval of all development projects. Such committee shall also have primary responsibility for due diligence regarding such projects under guidelines established by this Chapter.

C. The plan shall have two phases:

(1) Phase I: The preliminary feasibility analysis shall include but not be limited to the following:

- (a) A job creation vision and purpose.
- (b) A bioscience vision and purpose.
- (c) A preliminary cash flow.
- (d) Preliminary sources and uses of funds.
- (e) Cost estimates.
- (f) A preliminary financial plan.
- (g) A preliminary job creation estimate.
- (h) A preliminary business plan.
- (i) A preliminary critical path.

(2) Phase II: The final feasibility analysis shall include but not be limited to the following:

- (a) A job creation vision and purpose.
- (b) A bioscience vision and purpose.
- (c) A cash flow proforma.
- (d) Sources and uses of funds.
- (e) Cost estimates.
- (f) Revenue estimates.
- (g) Financial plan.
- (h) A job creation estimate.
- (i) A business plan.
- (j) A development and financial critical path.
- (k) A development and financial timeline.

D.(1) All projects of the district and any subdistrict in the city of New Orleans shall be performed only within the boundaries of the district or subdistrict.

(2) All projects of the district and any subdistrict in the city of New Orleans shall be subject to and shall comply with the city of New Orleans master plan and all ordinances and rules and

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regulations governing zoning, building land use, historic preservation, historic districts, and neighborhood participation plans applicable to the area in which the project is located.

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Exhibit B**The Boundaries of the BioDistrict**

The BioDistrict shall be composed of all of the territory located in the parish of Orleans included within the following perimeter:

From the corner of Iberville Street and North Derbigny Street proceed south along the apparent eastern right of way of North Derbigny Street to the point where the northern property line of Lot A. of Square 217 intersects with North Derbigny Street. Thence proceed west through the entirety of Square 217 along the northern property lines of Lot A, Lots 4 and 5, Lots 25, 26, and part of 24, Lot C, Lots 9, 10, and 11 and Lot 21 or 12 of Square 217. Crossing North Roman Street, proceed west along the southern property line of Lot 2 of Square 45. Thence turn north and proceed in Square 245 along the western property lines of Lot 2, Lot 3, Lot 4, and Lot 5. Thence turn west and proceed along the southern property lines of Lot 11, Lot 12, Lot 13 or 19, Lot 14 or 18, Lot 15 or 17, and Lot 16 of Square 245 to where it intersects with the apparent eastern right of way of North Prieur Street. Crossing North Prieur Street at an oblique southwest angle, proceed along the northern property lines of Lot C, Lot 3, Lot 4, Lot 5, Lot 6, Lot 16, Lot 17, Lot 20, Lot 21, and Lot 19 of Square 246. Crossing North Johnson Street proceed west along the northern property lines of Lot 23, Lot A, Lot B or 7R, Lot C or Part of Lot 4-7, Lot A or 8, Lot A or 9, Lots 8, 9, and 10, and Lot C, of Square 275. Thence, from where the rear property line of Lot B, Lot 8, Lot 9, Lot 10, and Lot C, Square 275 intersects with North Galvez Street, proceed South along the apparent eastern right of way of North Galvez Street to the intersection of North Galvez street and the apparent southern right of way of Canal Street. Thence west along the apparent southern right of way of Canal Street for three blocks to the intersection of the apparent southern right of way of Canal Street and the apparent eastern right of way of North Rocheblave Street. Thence three blocks south along the apparent eastern right of way of South Rocheblave Street to the southeast corner of South Rocheblave Street and Banks Street. Thence one block west along the apparent southern right of way of Banks Street to the intersection of Banks Street and South Dorgenois Street. Follow the apparent eastern right of way of South Dorgenois Street south one block to the intersection of Tulane Avenue. Thence follow the apparent northern right of way of Tulane Avenue in a northeast direction four blocks to the corner of South Galvez Street. Thence south along the apparent eastern right of way of South Galvez Street for two blocks to the intersection with Perdido Street. Thence follow the apparent northern right of way of Perdido Street east to where Perdido Street intersects with the eastern property line of Lot B and Part of 15, and Lot 18 or 14 of Square 517.

Follow said property line in a southern direction to the northern boundary of Lot A-1. Thence proceed west to the most northerly northwest corner of Lot A-1.

Thence proceed south in the direction of Poydras Street along the eastern boundary lines of Lot 19, Lot 11 or 21, Lot 12 or 20, and Lot 22. Thence proceed west along the southern property line of Lot 22 to where it intersects with the eastern side of South Galvez Street. Thence, proceed south along the apparent eastern right of way of South Galvez Street to the intersection of South Galvez Street and Poydras Street. Thence proceed along Poydras Street in a westward direction to the

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intersection of Poydras Street and South Broad Street. Thence proceed north along South Broad Street one block to the corner of South Broad Street and Perdido Street.

Proceed east along the apparent northern right of way of Perdido Street to the eastern property line of the Lot owned by HTJ Investments, LLC. Proceed north following said property line the width of Square 586 to where said property line intersects with Gravier Street. Thence proceed west along the apparent northern right of way of Gravier Street to where the western property line of Lot 26, in Square 585 intersects with Gravier Street. Thence, proceed north along said property line until the southern property line of Lot 22 or Part of Lot 22. Thence proceed in an easterly direction towards South Dorgenois Street along the northern boundary lines of Lot 26, Lot 27, and Lot 28. Thence proceed north toward Tulane Avenue along the westernmost property line of Lot 22 or Part of Lot 22, and Lot 30.

Thence run east towards South Dorgenois Street along the rear line of Lot 22 or Part of Lot 22, and Lot 30. Thence turn at a ninety degree angle north and follow the westernmost property line of Lot 40 and Lot 41. Thence run east along the northern property line of Lot 41. until it intersects with South Dorgenois Street. Thence proceed north along the apparent western right of way of South Dorgenois Street (crossing Tulane Avenue) until you reach the intersection of the apparent western right of way of South Dorgenois Street and the southern property line of Part of Lot 29, Lot 30 or P, Lot 40, Lot 41 in Square-1 of Square 584. Proceed west along said property line until it intersects with the easternmost border of Lot A or Lot 47. Thence turn south along the easternmost property line of Lot A or Lot 47 until it intersects with the northernmost property line of Lot 22. Thence continue in a westerly direction along the northernmost property lines of Lot 22 or 33, Lot 21 or 32, and Lot 19 or 20 or Lot 30 and 31. Crossing Manassas Place into Square Number 584, continue westward along the northernmost property lines of Lot 17 or 29 or B, Lot 16-B., and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, Lot 15 or Lot 27.

Thence turn southwest along the westernmost property line of Part of Lot 17 or 29 or Lot B, Lot 16-B, and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, 15 or Lot 27 until it intersects with the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25. Proceed west along the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25 to the point it intersects with the eastern side of South Broad Street. Thence cross South Broad Street at a slight southwest angle to the intersection of South Broad Street and Baudin Street. Proceed west along the apparent southern right of way of Baudin Street for two blocks. Thence south along the apparent eastern right of way of South Dupre Street one block to the intersection with Tulane Avenue. Thence proceed southwesterly along the apparent northern right of way of Tulane Avenue, approximately two-thirds of a block to the intersection of Tulane Avenue and the eastern property line of Lot 13 in Square 627. Thence Proceed northward along said line until it intersects with the southern property line of the rear part of Lot 21. Thence proceed in a westward direction along the rear property line of Lot 13 until it intersects with the easternmost property line of Lot A. Thence turn south along the eastern property line of Lot 13 to where it intersects with the northeastern corner of Lot 12. Thence proceed west along the rear property lines of Lot 12 and Lot 11 to the intersection with South Gayoso Street. Crossing South Gayoso Street proceed west along the entire northern property line of Lot 1-A, crossing the entirety of Square 636 stopping at the intersection of said property line and the apparent western right of

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way of South Salcedo Street. Thence run north along the apparent western right of way of South Salcedo Street back to the apparent southern right of way of Baudin Street. Thence proceed west along the apparent southern right of way of Baudin Street one block to the corner of South Lopez Street. Thence proceed south on the apparent eastern right of way of South Lopez Street (crossing Tulane Avenue) and reaching the intersection of South Lopez Street and the apparent southern right of way of Tulane Avenue. Proceed northeast along the apparent southern right of way of Tulane Avenue two blocks to the intersection with the apparent eastern right of way of South Gayoso Street. Turn south on the apparent eastern right of way of South Gayoso Street until it intersects with the northern property line of Lot 16., Square 626. Proceed thence east along the northmost property lines of Lot 16 and Lot 27 across the entirety of Square 626 until you reach the apparent western right of way of South Dupre Street. Cross South Dupre Street at a slight southeast angle intersecting with the apparent eastern right of way of South Dupre Street and the southwest corner of Lot 21A. Thence proceed east along the entire southernmost property line of 21A across the entirety of Square 613 to where it intersects with the apparent western right of way of South White Street. Thence south on the apparent western right of way of South White Street until you reach the corner of South White Street and Gravier Street. Proceed thence southwest along the apparent northern right of way of Gravier Street one block west to the corner of Gravier Street and South Dupre Street. Thence proceed south along the apparent eastern right of way of South Dupre Street south one block to the intersection of Perdido Street and South Dupre Street. Thence proceed in a southwesterly direction five blocks along the apparent northern right of way of Perdido Street to the corner of Perdido Street and the eastern side of S. Norman C. Francis Parkway. Proceed from this corner approximately one and one-half blocks north on South Norman C. Francis Parkway until the intersection with South Norman C. Francis Parkway and the southernmost property line of Lot B and Part of Lot 14 or 15 of Square 677. Thence an easterly direction towards South Rendon Street along the southernmost property line of Lot B and Part of Lot 14 or 15 and the northernmost property line of Lot 29 where said property line intersects with the apparent western right of way of South Rendon Street. Thence north along the apparent western right of way of South Rendon Street to where it intersects with the apparent northern right of way of Tulane Avenue. Thence proceed in a slight northeast angle to the intersections of Tulane Avenue, South Lopez Street, and D'Hemecourt Street. Thence proceed in a westerly direction along the apparent southern right of way of D'Hemecourt Street three blocks (Crossing South Norman C. Francis Parkway) to the corner of D'Hemecourt Street and the apparent eastern right of way of South Clark Street. From the corner of D'Hemecourt and South Clark, proceed south to the point where the apparent eastern right of way of South Clark Street intersects the northern property line of Lot Z or 3, Square 689. Proceed east along the northern property line of Lot Z or 3 to where it intersects with the western property line of Lot 3. Thence turn south and follow the western property line of Lot 3 until it intersects with the northernmost apparent right of way of Tulane Avenue. Thence turn west and follow Tulane Avenue to the intersection with South Clark Street. Proceed south along the apparent eastern right of way of South Clark Street (crossing Tulane Avenue) to the corner of South Clark Street and the apparent northern right of way of Gravier Street. Proceed west along the apparent northern right of way of Gravier Street approximately one and one-half blocks to the point on Gravier Street where it intersects with the western property line of Lot 5 and Part of Lot K Square 715. Continue in a northern direction along the western property lines of Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, and part of Lot 11 until it intersects with the southwest corner of Lot 13. Proceed thence east along the southern property lines of Lot 13, Lot 14, Lot 15, and Lot 17, Square 715 to the intersection with the apparent western right of way of South Genois Street.

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Thence proceed north along the apparent western right of way of South Genois Street to the intersection with Tulane Avenue. Thence proceed westerly along the apparent southern right of way of Tulane Avenue two blocks to the southwest corner of Tulane Avenue and South Cortez Street. Thence briefly north on the apparent western right of way of South Cortez Street (crossing Tulane Avenue) to the intersection of South Cortez Street and Ulloa Street. Thence west three blocks along the apparent southern right of way of Ulloa Street to the corner of South Carrollton Avenue. Thence proceed briefly south along the eastern side of South Carrollton Avenue (crossing Tulane Avenue) until it intersects with the northernmost property line of Lot 1, Square 763. Proceed thence along the northern boundary line of Lot 3 in a meandering southeast direction and then south along the property lines of Lot 3 and Lot 2 to the intersection with the southernmost boundary of Square 763 and the apparent northern right of way of Gravier Street. Proceed thence west along the apparent northern right of way of Gravier Street to the intersection with South Carrollton Avenue. Proceed south along the eastern side of South Carrollton Avenue to the corner of South Carrollton Avenue and Edinburgh Street. From the corner of South Carrollton Avenue and Edinburgh Street, proceed east five blocks along the apparent northern right of way of Edinburgh Street to the corner of Edinburgh Street and Broadway Street. Thence proceed north one block along the apparent western right of way of Broadway Street to the intersection with Palm Street. From the intersection of Broadway and Palm Streets, proceed east along the apparent northern right of way of Palm Street moving at a slight northeast angle at the intersection of Palm Street and Audubon Street until you come to the dividing line between Square 23 and Square 128. Proceed north along said boundary line of Squares 23 and 128 to the intersection with the apparent southern right of way of Washington Avenue. Continue along Washington Avenue in a northwesterly direction to the southwest corner of Broadway Street and Washington Avenue. Thence proceed north (crossing Washington Avenue and Drexel Drive), continuing north along the apparent eastern right of way of Broadway Street two blocks to the intersection of Broadway Street and Dixon Street. Thence one block west along the apparent southern right of way of Dixon Street to the intersection of Dixon Street and Pine Street. Thence proceed one block north along the apparent western right of way of Pine Street to the intersection of Pine Street and Howard Avenue. Proceed east along Howard Avenue three blocks to the corner of Howard Avenue and South Genois Street. Thence proceed south along the apparent eastern right of way of South Genois Street for two blocks to the intersection of South Genois Street and Drexel Drive. Thence east one block along the apparent northern right of way of Drexel Drive to the intersection of South Clark Street. From the corner of South Clark Street and Drexel Drive proceed south along the apparent eastern right of way of South Clark two blocks to the intersection with Washington Avenue and South Clark Street. Proceed along the apparent southern right of way of Washington Avenue in a southeast direction to the intersection of Washington Avenue and Earhart Boulevard. From the corner of Earhart Boulevard and Washington Avenue proceed on Earhart Boulevard in a generally northeast direction until Earhart Boulevard intersects with Loyola Avenue. From the intersection of Loyola Avenue and Earhart Boulevard, proceed in a meandering northwest direction along the western side of Loyola Avenue and Elk Place to the intersection of Elk Place and Iberville Street. Proceed thence west along the apparent southern right of way of Iberville Street seven blocks (crossing North Claiborne) to the intersection with Iberville and North Derbigny Street to a point. Said point being the point of beginning.

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Exhibit C

MINUTES OF JOINT LEGISLATIVE COMMITTEE ON THE BUDGET MEETING

[See Attached]

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November 27, 2023

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO: 2023-13361

DIVISION: E

HENRY W. KINNEY

VS.

THE BIODISTRICT NEW ORLEANS

FILED: _____

DEPUTY CLERK

ORDER

Considering the foregoing *Motion for Judgment to Declare Cooperative Endeavor Agreement Invalid*, in accordance with the provisions of La. Stat. Ann §13:5125,

IT IS HEREBY ORDERED that the Plaintiff, Henry W. Kinney, publish the Motion for Judgment to Declare Cooperative Endeavor Agreement Invalid in some newspaper published in or having general circulation within the governmental unit described in the La. R.S. § 33:9039.61 two times within a period of fifteen (15) consecutive calendar days from today's date with the first publication to be December 26, 2023 and the second publication on January 2, 2024.

IT IS ALSO HEREBY ORDERED that the hearing of these proceedings be fixed on 16th day of January, 2024 @ 10:00 am and that date shall be published with the Motion for Judgment to Declare Cooperative Endeavor Agreement Invalid.

New Orleans, Louisiana, this 18th day of December, 2023.

JUDGE (Sgd.) OMAR K. MASON
Judge, Division "E"

[Signature found on following page.]

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DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

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Patrice Chae
VERIFIED
12/19/23

VERIFIED
12/18/23