

AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(West Chamber Parking Lot)

This Amendment to Cooperative Endeavor Agreement (the "Amended Agreement") is made and entered into effective as of the date of full execution, by and between the following parties:

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

ST. TAMMANY-WEST CHAMBER OF COMMERCE, INC. a non-profit corporation of the State of Louisiana, whose mailing address is 610 Hollycrest Blvd., Covington, Louisiana, 70433, herein appearing by and through Lacey O. Toledano, its President/CEO, duly authorized (hereinafter referred to as "Chamber").

WHEREAS, effective as of May 26, 2004, Parish and Chamber entered into that Cooperative Endeavor Agreement, as amended by the Addendum to Cooperative Endeavor Agreement dated April 1, 2005 (collectively, the "Original Agreement"), wherein the Parish and Chamber agreed to provide for use of a parking lot; and

WHEREAS, the parties desire to provide for certain amendments to the Original Agreement; and

NOW THEREFORE the parties enter into this Amended Agreement in order to state each party's obligations more fully herein and to amend and/or add the following provisions. This Amended Agreement is not intended to release any party from the obligations stated in the Original Agreement, but is intended only to amend certain provisions to the Original Agreement:

1. The foregoing recitals are hereby incorporated into the body of this Amended Agreement as if fully rewritten and restated herein.
2. **Right of First Refusal.** Prior to offering, listing or marketing all or any part of the Lot for sale or other conveyance to any third party, Parish shall first offer Chamber the opportunity ("Right of First Refusal") to purchase the Lot, in accordance with the following provisions. Parish shall give notice to Chamber (the "Offer Notice"), which Offer Notice shall specify the anticipated price or other consideration ("Price") at which Parish expects to offer said Lot for sale or other conveyance. Chamber shall have the exclusive right, for thirty (30) days after receiving the Offer Notice, within which to elect (by the giving of written notice thereof to Parish within such time period) to acquire the


Lot on the basis described in the Offer Notice. If Chamber does so elect to acquire the Lot, Parish and Chamber shall thereafter negotiate in good faith for no less than sixty (60) days in an attempt to confect an agreement for the purchase and sale (or other conveyance) governing such transaction. If Chamber does not timely so elect to acquire the Lot, then Chamber shall be deemed to have elected not to so acquire the Lot, and in such event Parish shall be free to offer, list or market the Lot for sale or other conveyance at the Price and on the other terms and conditions described in the Offer Notice. If Parish does not close on the sale or other conveyance of the Lot within one (1) calendar year from the date of the Offer Notice, then Parish shall once again become subject to the Right of First Offer pursuant to this paragraph. Notwithstanding anything to the contrary, Parish's ability to sell or otherwise convey the Lot shall be subject to the manner authorized by Louisiana law in effect at the time of the desired sale or other conveyance.

3. This Amended Agreement supersedes the Original Agreement only where there exists any conflict. This Amended Agreement controls any conflicts of any terms or conditions. Except as amended hereby, the Original Agreement remains unmodified and in full force and effect.
4. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

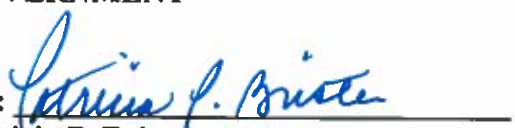
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THUS DONE AND SIGNED in multiple original counterparts, to be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

ST. TAMMANY-WEST CHAMBER OF
COMMERCE, INC.

BY: 
Lacey O. Toledano
President/CEO
Date: 9/30/2014

ST. TAMMANY PARISH
GOVERNMENT

BY: 
Patricia P. Brister
Parish President
Date: 10-22-14