AGREEMENT FOR WATER AND SEWERAGE SERVICES
BY AND BETWEEN THE CITY OF SHREVEPORT
AND
SHREVEPORT BUSINESS PARK, L.L.C.

THIS AGREEMENT, is made and entered into on this _____ day of _____, 20_____, by and between the City of Shreveport ("City"), a political subdivision of the State of Louisiana, represented herein by Cedric B. Glover, Mayor duly authorized to act herein and Shreveport Business Park, L.L.C. ("Customer"), _____ _____.

WITNESSETH

WHEREAS, among other things, Section 2.03 of the 1974 Charter of the City of Shreveport ("Charter"), as amended, authorizes the City, within and without the corporate limits of the City of Shreveport, to construct, maintain and operate sewers and sewage disposal works; to construct, own, maintain and operate, waterworks, with the pipe and transmission lines incident thereto for the purpose of supplying water; to make charges for the privilege of connecting with and using the sewer system of the City; and to charge and collect compensation for the purpose of supplying water; and

WHEREAS, Customer will lease space at the former General Motors Shreveport Assembly and Stamping Plant ("facility") to Elio Motors, Inc. ("Elio Motors"); and

WHEREAS, Elio intends to manufacture a low-cost, two-seat street vehicle at the facility and create an estimated 1,500 jobs paying an average rate of $25.00 per hour plus benefits; and

WHEREAS, the facility is located in Caddo Parish, proximate to the corporate limits of the City of Shreveport ("City"); and

WHEREAS, Customer desires to purchase and City desires to sell water and sewerage services for the facility specifically for Elio Motors on terms and with conditions similar to those offered to other industrial users; and

WHEREAS, the sale of such services to Customer will assist the water and sewerage system in operating as a self-supporting business enterprise pursuant to Section 12.03 of the Charter.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I – WATER SERVICE PROVISIONS

1.1 City shall provide water service to Customer at the point(s) of delivery for Customer as mutually agreed upon between City and Customer in writing. City shall provide water service to Customer in the same manner as such services are provided to residents of the City of Shreveport and other water system customers. Any provision of this Agreement to the contrary notwithstanding, Customer acknowledges, understands and agrees that water service may be temporarily interrupted, suspended or reduced by City for reasons which may include, but are not limited to the following:

a) declaration of general emergency by the Director of the Department of Water and Sewerage or his/her authorized designee;

b) to install equipment, make repairs, replacements, investigations and inspections or perform other maintenance work on the system or those parts of the system supplying water service to Customer;

c) a break, outage, or interruption of the City supply or delivery system;

d) Force Majeure conditions as described in Article ___ of this Agreement.

1.2 City shall be responsible for operation and maintenance of water purification, treatment, pumping and delivery facilities up to the point of delivery.

1.3 Customer shall be responsible for providing and for the operation and maintenance of all facilities beyond the point of delivery.

ARTICLE II - SEWERAGE SERVICE PROVISIONS

2.1 Within the limits and subject to the provisions of Chapter 94 of the City of Shreveport Code of Ordinances and the terms of any required permits issued by City, City shall accept into its sewerage collection and treatment system sanitary and process wastewater discharges from Customer.

2.2 The point of discharge of sanitary and process waste water service from Customer to the City shall be at the point of delivery as mutually agreed upon between City and Customer in writing.

2.3 Discharges by Customer shall conform with limitations imposed by the City's National Pollutant Discharge Elimination System (NPDES) permits, including pretreatment requirements, or other more stringent Ordinance limitations now in force or as imposed by the City after due notice and opportunity for comment has been provided Customer by City.

2.4 City shall accept discharges that are as provided by Article 2.3 of this Agreement, except under Force Majeure conditions as described in Article VI and when interruptions in discharge availability are required for necessary repair and maintenance, in which case City shall

render Customer the maximum, reasonable, timely notice possible and shall schedule the repair and maintenance to minimize the impact on Customer's operation.

ARTICLE III – CHARGES

3.1 Throughout the term of this Agreement, Customer shall be charged for water and sewer service at "Inside City" rates for the "Industrial" customer class as such rates are established and amended from time to time by ordinance duly adopted by the Shreveport City Council.

ARTICLE IV – BILLING AND COLLECTIONS

4.1 City will bill Customer monthly for services provided in the preceding month. Payment for all charges shall be due on the date indicated on each bill. In the event Customer shall fail to pay any amount billed by the due date, additional fees or discontinuance of services may be charged or implemented in accordance with Chapter 94 of the Code of Ordinances. If the billed amount shall be disputed, Customer shall promptly pay the portion of such bill not in dispute and interest shall not accrue on the disputed portion.

ARTICLE V – CONTRACT TERM

5.1 Initial Term. The Initial Term of this Agreement shall commence on the day following the execution of this Agreement by City and Customer ("Commencement Date") and shall end at 11:59 p.m. on December 31, 2018 ("Termination Date") unless sooner canceled or terminated as hereinafter provided.

5.2 Renewal Term. Provided Customer is not in default of any of the terms and conditions of this Agreement, this Agreement shall automatically renew on January 1, 2019 for one (1) additional term of five (5) years. The option to renew the Agreement for the Renewal Term shall be deemed exercised unless the party desiring to terminate the Agreement at the end of the Initial Term shall have provided written notice of its intention to the non-terminating party on or before the Termination Date.

ARTICLE VI – FORCE MAJEURE/LIMITATION OF LIABILITY

6.1 City shall use due diligence in the operation and maintenance of its equipment and facilities so as to furnish Customer continuous water service and continuous sewerage service consistent with the type of service specified herein, and Customer shall use diligence to use the water and sewerage service in such a way as not to interfere unreasonably with service to others dependent upon the City for such service, but except as to Customer's payment of charges for water or sewerage services already provided, neither party shall be liable for damages, breach of contract or otherwise by reason of the failure, suspension, diminution or other variance in water or sewerage service as the result of injunction, fire, strike, riot, explosions, flood, accident, curtailment, interruption, failure or depletion of the City's water supply, failure or breakdown of equipment or facilities, acts of God or the public enemy, or other acts or conditions beyond the control of City. Furthermore, neither party shall be liable for damages resulting from

interruption of service, when such interruptions are necessary to make repairs, changes or adjustments in equipment and/or facilities. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the person affected, and notwithstanding the intent of the parties that any interruption in service shall be remedied with all reasonable dispatch, the settlement of strikes and lockouts shall not be required when such course is inadvisable in the discretion of the person affected thereby.

6.2 Customer recognizes and agrees that no liability for damages shall attach to City hereunder on account of any failure to accurately anticipate availability of water or because of actual failure of supply due to any damage to City's treatment plants, equipment, pipelines, or facilities caused by vandalism, war, riot,, invasion, fire restrictions, strikes, inability to procure supplies, acts of God or the public enemy, or other causes beyond City's reasonable control.

ARTICLE VII – GENERAL CONDITIONS

7.1 Water supplied by City shall be for industrial purposes and other purposes appurtenant thereto and shall not be resold by Customer. Customer shall not permit any other user to connect to its private sanitary sewer main or private water main without prior written approval of City.

7.2 Service under this Agreement is subject to all lawful orders, rules and regulations of duly constituted governmental authorities having jurisdiction over either City or Customer.

7.3 Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

7.4 None of the remedies provided for under this Agreement need be exhausted or exercised as a prerequisite to resort to further relief to which the party may then be entitled in the event of an emergency situation or an imminent threat to health, safety or property.

7.5 City shall indemnify and save Customer harmless from and against any and all claims, demands or actions for loss, damages, or injury to person or property arising out of or in connection with an acts of City, its agents, or employees in the construction, use and maintenance of the above-described facilities during any Term of this Agreement, except those resulting from the negligence of Customer, its officers, agents or employees.

7.6 Customer shall indemnify and save City harmless from and against any and all claims, demands or actions for loss, damages, or injury to person or property arising out of or in connection with any installation, repairs, and maintenance undertaken by General Motors or its agents or employees, of the above-described facilities during any Term of this Agreement, except those resulting from the negligence of City, its officers, agents or employees.

7.7 Customer shall not assign this Agreement or any interest herein and shall not transfer any interest in the same without the prior written consent of the City.

7.8 Subject to such assent as assent as required in Article 7.1 of this Agreement, the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

7.9 No statement or representation of any representative of City or other person claiming to represent City not incorporated herein, shall be a part of this Agreement.

7.10 The parties hereto stipulate that the venue of any possible litigation arising under this Agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana.

7.11 This Agreement shall be interpreted in accordance with and governed by the laws of the State of Louisiana and such federal laws and regulations as may be applicable to the enforcement of this Agreement.

7.12 This Agreement shall not be modified or amended, unless such modifications or amendments are mutually agreed upon in writing and signed by both parties.

7.13 Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the City:
City of Shreveport
Department of Water and Sewerage
P. O. Box 31109
Shreveport, Louisiana 71130
Fax: (318) 673-7663
Attn: Director

If to Customer:
Shreveport Business Park, L.L.C.
_____
_____
_____
Fax: ( ) _____
Attn: _____

Any party may change its address or other contact information for purposes of this paragraph by written notice given in the manner provided above.

7.14 If any provision or item in this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid

provision or item, and to this end the provisions or items of this Agreement are hereby declared severable.

7.15 Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

7.16 This Agreement embodies the complete agreement between the parties hereto, superseding all oral or written agreements between the parties relating to matters in this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement for Water and Sewerage Services in the presence of the undersigned competent witnesses as of the date first written above.

WITNESSES: CITY OF SHREVEPORT

_____ BY: _____
CEDRIC B. GLOVER
MAYOR

_____

WITNESSES: SHREVEPORT BUSINESS PARK, L.L.C.

_____ BY: _____

_____