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BATON ROUGE, LOUISIANA 70809-7000
225-248-2000
FAX 225-248-2010
www.joneswalker.com

June 25, 2014



Hand Delivery

Hon. James R. Fannin
State Representative and Chairman
JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
State Capitol Building, 11th Floor
P.O. Box 44294
Baton Rouge, LA 70804

Attention: Ms. Penny Bouquet

Re: LCTCS Facilities Corporation
Financing of the Act 360 Projects

Dear Representative Fannin:

Act 360 of the 2013 Regular Session of the Legislature (“Act 360”) authorizes financing of projects as listed therein (the “Act 360 Projects”) totaling \$251,610,500, with an allowance for a contingency for each project not to exceed an additional 15 percent. Bonds are to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority (“LCDA”) on behalf of the LCTCS Facilities Corporation, a non-profit 501(c)3 corporation, (the “Corporation”), for the purpose of providing funds to finance the Act 360 Projects. The Bonds are to be issued in multiple series in an aggregate amount not to exceed \$300,000,000. This not to exceed amount allows for the costs of the Act 360 Projects, the 15% contingency for each Act 360 Project, and the costs of issuance, capitalized interest, if any, credit enhancement, and other related costs. Application for approval of the Bonds has been submitted to the State Bond Commission for its July 17, 2014 meeting.

Act 360 requires not less than a 12% private match for each project and all the projects to be financed in the first series of bonds will meet this requirement.

On behalf of the Corporation and the Louisiana Community & Technical College System, we request that financing of the Act 360 projects be placed on the agenda of the Joint Legislative Committee on the Budget for its July 18, 2014 meeting.

Enclosed are the following:

- 1) A copy of Act 360, including the description of the Act 360 Projects; and

- 2) The draft Cooperative Endeavor Agreement has been submitted to and worked on with the office of the Commissioner of Administration.

Please confirm receipt of this submission and that this item will be on the agenda for the July 18, 2014 meeting by calling me at 225-248-2046 or by e-mail to fchevalier@joneswalker.com. Don't hesitate to contact me if you need any additional information.

Sincerely,



Fred L. Chevalier

Enclosures

cc: Kristy Nichols, Commissioner of Division of Administration
Monty Sullivan, System President of the LCTCS System
Jan Jackson, Sr. Vice President for Finance & Admin for the LCTCS System

SENATE BILL NO. 204

BY SENATORS ADLEY, ALARIO, BROWN, CORTEZ, CROWE, DORSEY-COLOMB, GALLOT, JOHNS, KOSTELKA, MARTINY, MILLS, MORRELL, MORRISH, MURRAY, NEVERS, GARY SMITH AND WHITE AND REPRESENTATIVES ADAMS, ANDERS, ARMES, ARNOLD, BADON, BARROW, BERTHELOT, BILLIOT, STUART BISHOP, WESLEY BISHOP, BROSSETT, BROWN, HENRY BURNS, TIM BURNS, BURRELL, CARTER, CONNICK, COX, DANAHAY, DIXON, FANNIN, FRANKLIN, GAINES, GISCLAIR, GUINN, HARRISON, HAVARD, HAZEL, HONORE, HUNTER, IVEY, JAMES, JEFFERSON, JOHNSON, JONES, KLECKLEY, TERRY LANDRY, LEGER, LEOPOLD, MILLER, MONTOUCET, MORENO, NORTON, ORTEGO, PIERRE, POPE, PRICE, PYLANT, REYNOLDS, RICHARD, RITCHIE, SCHEXNAYDER, SMITH, THIERRY, WHITNEY, PATRICK WILLIAMS AND WILLMOTT

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AN ACT

To amend and reenact R.S. 17:3394.3(A) and the introductory paragraph of (B) and to enact R.S. 17:3394.3(C) and R.S. 39:1367(E)(2)(b)(v), relative to the issuance of bonds for the financing of capital improvements and enhancements to certain facilities and properties of colleges within the Louisiana Community and Technical Colleges System; to list the projects to be financed; to require private match funds for such projects; to provide that no state funds shall be appropriated for such bonds or projects until July 1, 2015; to provide that such bonds shall not be included in the definition of net state tax supported debt; to provide for an effective date; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 17:3394.3(A) and the introductory paragraph of (B) are hereby amended and reenacted and R.S. 17:3394.3(C) is hereby enacted to read as follows:

§3394.3. Authority of board to execute agreements related to the finance of capital improvements and enhancements

A.(1) Projects contained in this Section may, at the direction of the board, be funded through the issuance of bonds, notes, or other evidences of indebtedness or through financing programs provided by the Louisiana Local Government Environmental Facilities and Community Development Authority, pursuant to R.S. 33:4548.1 et seq., or a public trust duly organized pursuant to

1 R.S. 9:2341 et seq., having for its beneficiary the state, with the approval of the
 2 State Bond Commission.

3 (2) Bonds, notes, or other evidences of indebtedness may be issued as
 4 serial bonds or as term bonds and shall bear such date or dates, mature at such
 5 time or times, not exceeding thirty years from their respective dates, bear
 6 interest at such rate or rates, including variable, adjustable, or zero interest
 7 rates, be payable at such time or times, be in such denominations, be sold at
 8 such price or prices, at public or private negotiated sale, after advertisement as
 9 is provided for in R.S. 39:1426 et seq., be in such form, carry such registration
 10 and exchangeability privileges, be payable at such place or places, be subject to
 11 such terms of redemption, as may be provided in the indenture, trust
 12 agreement, or resolution relating to such bonds. Bonds, notes, or other
 13 evidences of indebtedness may be sold in such manner and from time to time as
 14 may be determined by the issuer and the board to be most beneficial, subject to
 15 approval of the State Bond Commission.

16 (3) Projects contained in this Section shall not be required to be included
 17 in the annual comprehensive capital budget nor obtain legislative approval as
 18 provided in R.S. 39:112(G).

19 (4) Construction projects contained in this Section shall be managed and
 20 administered by a nonprofit corporation established for such purposes,
 21 regardless of the source of revenues used to fund such construction projects.

22 (5) The board shall exercise its authority granted pursuant to R.S. 17:3361,
 23 et seq., as may be necessary to provide for the completion of the projects enumerated
 24 in this Section. The board may grant leases of property under its supervision to a
 25 nonprofit corporation **or to an entity authorized to issue bonds as set forth in**
 26 **Paragraph (A)(1) of this Section** for the purpose of financing such projects, and the
 27 sum total amount to be financed therefor shall equal no more than the total value of
 28 all projects listed herein, plus an amount equal to fifteen percent of such total,
 29 **together with other requirements including but not limited to costs of issuance,**
 30 **capitalized interest, if any, credit enhancement and related costs.**

1 Notwithstanding any provision of R.S. 17:3361, et seq., to the contrary, the term of
 2 any lease agreement made for purposes of this Part shall not exceed thirty years. No
 3 monies shall be appropriated for ~~these~~ the purposes set forth in this Part for the
 4 projects set forth in Subsection B of this Section until July 1, 2008. No monies
 5 shall be appropriated for the purposes set forth in this Part for the projects set
 6 forth in Subsection C of this Section until July 1, 2015.

7 B. For the purposes of this Part, the following projects and the projects set
 8 forth in Subsection C of this Section shall comprise the entirety of public facilities
 9 and projects to be financed under the authorities of this Part and R.S. 17:3361 et seq.
 10 with respect to these projects. The dollar value listed, plus an amount equal to fifteen
 11 percent, together with other requirements including but not limited to costs of
 12 issuance, capitalized interest, if any, credit enhancement and related costs, is the
 13 maximum amount that may be financed for each of the following projects:

14 * * *

15 C. The projects set forth in Subsection B of this Section and the
 16 following projects shall comprise the entirety of public facilities and projects to
 17 be financed under the authorities of this Part and R.S. 17:3361 et seq., with
 18 respect to these projects. Each project set forth below shall require a no less
 19 than twelve percent private match. No project shall be financed until all private
 20 funds are available for that project. The dollar value listed for each project,
 21 plus an amount equal to fifteen percent, together with other requirements
 22 including but not limited to costs of issuance, capitalized interest, if any, credit
 23 enhancement and related costs, is the maximum amount that may be financed
 24 for each of the following projects:

25 (1) WORKFORCE AND TECHNICAL EDUCATION

- 26 (a) Baton Rouge Community College,
- 27 East Baton Rouge Parish
- 28 New Workforce Training Center \$ 8,100,000
- 29
- 30 (b) Baton Rouge Community College,
- 31 Smiley Heights Campus
- 32 East Baton Rouge Parish
- 33 Technology Center \$10,200,000
- 34

1	(c)	<u>Bossier Parish Community College,</u>	
2		<u>Bossier City Campus, Bossier Parish</u>	
3		<u>Science, Technology, Engineering and</u>	
4		<u>Math (STEM) Building</u>	<u>\$18,500,000</u>
5			
6	(d)	<u>Capital Area Technical College, Baton</u>	
7		<u>Rouge Campus, East Baton Rouge Parish</u>	
8		<u>Welding Center</u>	<u>\$ 3,330,000</u>
9			
10	(e)	<u>Central Louisiana Technical Community College,</u>	
11		<u>Alexandria Campus, Rapides Parish</u>	
12		<u>Workforce Industrial Training Campus</u>	<u>\$19,000,000</u>
13			
14	(f)	<u>Delgado Community College, Charity School</u>	
15		<u>of Nursing, Orleans Parish</u>	
16		<u>New Nursing and Allied Training Building</u>	<u>\$34,000,000</u>
17			
18	(g)	<u>Delgado Community College, River City Campus,</u>	
19		<u>West Bank, Jefferson Parish</u>	
20		<u>Training Center for Transportation, Maritime,</u>	
21		<u>Engineering</u>	<u>\$14,000,000</u>
22			
23	(h)	<u>Delgado Community College, New Orleans</u>	
24		<u>Orleans Parish</u>	
25		<u>Center for Hospitality and Culinary</u>	<u>\$ 9,000,000</u>
26			
27	(i)	<u>Delgado Community College, Westbank Campus,</u>	
28		<u>Orleans Parish</u>	
29		<u>Advanced Technology Center</u>	<u>\$12,000,000</u>
30			
31	(j)	<u>Delgado Community College, Blair Campus,</u>	
32		<u>Metairie, Jefferson Parish</u>	
33		<u>Advanced Workforce Training</u>	<u>\$ 7,200,000</u>
34			
35	(k)	<u>Delgado Community College,</u>	
36		<u>Avondale, Jefferson Parish</u>	
37		<u>Advanced Manufacturing Center of Excellence</u>	<u>\$10,000,000</u>
38			
39	(l)	<u>Louisiana Delta Community College,</u>	
40		<u>Winnsboro, Franklin Parish</u>	
41		<u>Technology and Career Program Training Center</u>	<u>\$ 4,590,000</u>
42			
43	(m)	<u>Louisiana Delta Community College,</u>	
44		<u>Jonesboro, Jackson Parish</u>	
45		<u>Welding, Vehicle Operation and Industrial</u>	
46		<u>Training Center</u>	<u>\$ 2,700,000</u>
47			
48	(n)	<u>Louisiana Delta Community College,</u>	
49		<u>Ruston, Lincoln Parish</u>	
50		<u>Nursing, Welding, Workforce Training Campus</u>	<u>\$ 8,100,000</u>
51			
52	(o)	<u>Louisiana Delta Community College,</u>	
53		<u>Monroe, Ouachita Parish</u>	
54		<u>Technology Center</u>	<u>\$ 7,200,000</u>
55			
56	(p)	<u>Louisiana Delta Community College,</u>	
57		<u>Tallulah, Madison Parish</u>	
58		<u>Upgrade/Advanced Workforce Training Campus</u>	<u>\$ 2,500,000</u>
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- (q) Northshore Technical Community College,
Lacombe, St. Tammany Parish
Training Center for Industrial Technologies \$ 9,000,000
- (r) Northshore Technical Community College,
Livingston Parish
Community College Workforce Training Center \$ 5,130,000
- (s) Northwest Louisiana Technical College,
Minden Campus, Webster Parish
Workforce Development Center \$ 2,250,000
- (t) River Parishes Community College,
Gonzales, Ascension Parish
Center for Advance Technology \$ 8,100,000
- (u) South Central Louisiana Technical College,
River Parishes Campus, Reserve,
St. John the Baptist Parish
New PTech Building \$ 3,888,000
- (v) South Central Louisiana Technical College,
River Parishes Campus, Reserve, St. John the Baptist Parish
Center for Advancement of Technical Education
Building \$ 3,712,500
- (w) South Central Louisiana Technical College,
Young Memorial Campus, Morgan City,
St. Mary Parish
Marine Operations and Industrial Safety
Training Center \$ 3,330,000
- (x) South Louisiana Community College,
Lafayette Campus, Lafayette Parish
Allied Health and Science Training
Program Building \$15,000,000
- (y) SOWELA Technical Community College,
Morgan Smith Campus, Jennings,
Jefferson Davis Parish
Automotive, Welding, Nursing and Industrial
Programs Campus \$ 9,000,000
- (2) STUDENT SERVICES, COUNSELING AND ADVISING
- (z) L.E. Fletcher Technical Community College,
Schriever, Terrebonne Parish
One Stop Shop for All Student Activities \$ 4,500,000
- (aa) Nunez Community College,
Chalmette, St. Bernard Parish
Student Testing and Career Counseling Center \$ 6,480,000
- (bb) SOWELA Technical Community College,
Main Campus, Lake Charles, Calcasieu Parish
One Stop Shop for Student Programs and Services \$ 7,200,000
- (3) SAFETY, SECURITY AND INFRASTRUCTURE

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(cc) Capital Area Technical College Campus,
Baton Rouge, East Baton Rouge Parish
Secured Parking Building for Students \$ 3,600,000

(4) The amounts set forth in this Subsection are estimates and the
funding for any project may be increased to meet any contingencies by an
amount not to exceed fifteen percent of the amounts set forth in this Subsection.

Section 2. R.S. 39:1367(E)(2)(b)(v) is hereby enacted to read as follows:

§1367. State debt; limitations

* * *

E. As used in this Section, the following terms shall have the following meanings ascribed to them unless the context clearly indicates otherwise:

* * *

(2) * * *

(b) "Net state tax supported debt" shall not mean:

* * *

(v) Any bond, note, or other evidence of indebtedness issued for the
purpose of financing the projects set forth in R.S. 17:3394.3(C) or any bonds
issued to refund such bonds, notes, or evidence of indebtedness.

Section 3. This Act shall become effective upon signature by the governor or, if not signed by the governor, upon expiration of the time for bills to become law without signature by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If vetoed by the governor and subsequently approved by the legislature, this Act shall become effective on the day following such approval.

PRESIDENT OF THE SENATE

SPEAKER OF THE HOUSE OF REPRESENTATIVES

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

COOPERATIVE ENDEAVOR AGREEMENT

by and among

STATE OF LOUISIANA

and

BOARD OF SUPERVISORS OF THE
LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM

and

LCTCS FACILITIES CORPORATION

Dated as of August 1, 2014

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (this “*Agreement*”) dated for convenience as of August 1, 2014 but effective on the date of full execution by the parties hereto is made between the STATE OF LOUISIANA (herein “*State*”), acting by and through the Commissioner of Administration, the BOARD OF SUPERVISORS OF THE LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana (the “*Board*”), acting herein on behalf of the Louisiana Community and Technical College System (the “*LCTCS*”), and the LCTCS FACILITIES CORPORATION, a nonprofit corporation organized under the laws of the State of Louisiana (the “*Corporation*”).

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

“*Act*” shall mean collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended and La. R. S. 17:3361 through 17:3366, inclusive.

“*Act No. 360*” shall mean Part IX-A of Chapter 26 of Title 17 of the Louisiana Revised Statutes of 1950, comprised of R.S. 17:3394.1 through 3394.3, as amended by Act No. 360 of the 2013 Regular Session of the Louisiana Legislature and R.S. 39:1367(E)(2)(b)(v).

“*Acquired Real Property*” shall mean the immovable property acquired by the Corporation in order to continue the Facilities set forth in Act No. 360, for which real property must be acquired.

“*Advisory Committees*” shall mean the various advisory committees appointed by the Corporation to advise it regarding the design and construction of the various Facilities to be composed as provided in Section 4.2 hereof.

“*Agreement*” shall mean this Cooperative Endeavor Agreement and any amendments or modifications thereto.

“*Authority*” shall mean the Louisiana Local Government Environmental Facilities and Community Development Authority.

“*Base Rental*” shall mean Base Rental as defined in the Facilities Lease.

“*Board*” shall mean the Board of Supervisors of the Louisiana Community and Technical College System, a public constitutional corporation organized and existing under the laws of the State of Louisiana acting herein on behalf of the LCTCS.

“*Bonds*” shall mean the not to exceed \$300,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (LCTCS Act 360 Project), issued in one or more series, the proceeds of which will be loaned to the Corporation pursuant to the Loan Agreement for acquisition, renovation, and construction of the Facilities, including any bonds issued to refund the Bonds.

“*Capital Improvements*” shall mean, in accordance with the provisions of Act No. 360, expenditures for developing plans and specifications; acquiring lands, buildings, equipment, or other permanent properties; or for their construction, preservation, development, or permanent improvement, or

for payment of principal, interest, or premiums, if any, and other obligations incident to the issuance, security, and payment of bonds or other evidences of indebtedness associated therewith.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

“*Contract Monitor*” shall mean the employee of the Board appointed to monitor the performance of the Corporation hereunder.

“*Corporation*” shall mean LCTCS Facilities Corporation, a Louisiana nonprofit corporation organized exclusively to promote, assist, and benefit the mission of the LCTCS by acquiring, renovating, rehabilitating, repairing, constructing, developing, managing, leasing as lessor or lessee, mortgaging, and/or conveying classroom, administrative, and other facilities on the campuses of designated LCTCS institutions, or their successor or assigns, as provided in Act No. 360.

“*Default*” shall have the meaning given such term in Section 10.1 hereof.

“*Division*” shall mean the Division of Administration, Office of the Governor, State of Louisiana.

“*EMMA*” shall mean the MSRB’s internet-based portal referred to as the Electronic Municipal Market Access system at <http://www.emma.msrb.org>.

“*Executive Budget*” shall mean the executive budget of the State of Louisiana as provided in Part II of Chapter I of Title 39 of the Louisiana Revised Statutes of 1950, as amended, for any Fiscal Year during the term of this Agreement.

“*FP&C*” shall mean the Office of Facility Planning and Control of the Division of Administration, State of Louisiana.

“*Facilities*” shall mean the hereinafter described capital improvements and related facilities, as outlined within Act No. 360, to be constructed by the Corporation in accordance with the Ground Lease and the Plans and Specifications on LCTCS campuses with proceeds of the Bonds and an additional twelve percent (12%) match, and which may include an additional fifteen percent (15%) contingency, together with other requirements including, but not limited to, costs of issuance, capitalized interest, if any, credit enhancement, and related costs, in addition to the following listed amounts to wit:

(1) WORKFORCE AND TECHNICAL EDUCATION

(a) Baton Rouge Community College, East Baton Rouge Parish - New Workforce Training Center; \$8,100,000.

(b) Baton Rouge Community College, Smiley Heights Campus, East Baton Rouge Parish - Technology Center; \$10,200,000.

(c) Bossier Parish Community College, Bossier City Campus, Bossier Parish - Science, Technology, Engineering and Math (STEM) Building; \$18,500,000.

(d) Capital Area Technical College, Baton Rouge Campus, East Baton Rouge Parish (now the Acadian Campus of Baton Rouge Community College) - Welding Center; \$ 3,330,000.

(e) Central Louisiana Technical Community College, Alexandria Campus, Rapides Parish - Workforce Industrial Training Campus; \$19,000,000.

(f) Delgado Community College, Charity School of Nursing, Orleans Parish - New Nursing and Allied Training Building; \$34,000,000.

(g) Delgado Community College, River City Campus, West Bank, Jefferson Parish - Training Center for Transportation, Maritime, Engineering; \$14,000,000.

(h) Delgado Community College, New Orleans, Orleans Parish - Center for Hospitality and Culinary; \$ 9,000,000.

(i) Delgado Community College, Westbank Campus, Orleans Parish - Advanced Technology Center; \$12,000,000.

(j) Delgado Community College, Blair Campus, Metairie, Jefferson Parish - Advanced Workforce Training; \$7,200,000.

(k) Delgado Community College, Avondale, Jefferson Parish - Advanced Manufacturing Center of Excellence; \$10,000,000.

(l) Louisiana Delta Community College, Winnsboro, Franklin Parish - Technology and Career Program Training Center; \$4,590,000.

(m) Louisiana Delta Community College, Jonesboro, Jackson Parish - Welding, Vehicle Operation and Industrial Training Center; \$2,700,000.

(n) Louisiana Delta Community College, Ruston, Lincoln Parish - Nursing, Welding, Workforce Training Campus; \$8,100,000.

(o) Louisiana Delta Community College, Monroe, Ouachita Parish - Technology Center; \$7,200,000.

(p) Louisiana Delta Community College, Tallulah, Madison Parish - Upgrade/Advanced Workforce Training Campus; \$2,500,000.

(q) Northshore Technical Community College, Lacombe, St. Tammany Parish - Training Center for Industrial Technologies; \$9,000,000.

(r) Northshore Technical Community College, Livingston Parish - Community College Workforce Training Center; \$5,130,000.

(s) Northwest Louisiana Technical College, Minden Campus - Webster Parish, Workforce Development Center; \$2,250,000.

(t) River Parishes Community College, Gonzales, Ascension Parish - Center for Advance Technology; \$8,100,000.

(u) South Central Louisiana Technical College, River Parishes Campus, Reserve, St. John the Baptist Parish - New PTech Building; \$3,888,000.

(v) South Central Louisiana Technical College, River Parishes Campus, Reserve, St. John the Baptist Parish - Center for Advancement of Technical Education Building; \$3,712,500.

(w) South Central Louisiana Technical College, Young Memorial Campus, Morgan City, St. Mary Parish - Marine Operations and Industrial Safety Training Center; \$3,330,000.

(x) South Louisiana Community College, Lafayette Campus, Lafayette Parish - Allied Health and Science Training Program Building; \$15,000,000.

(y) SOWELA Technical Community College, Morgan Smith Campus, Jennings, Jefferson Davis Parish - Automotive, Welding, Nursing and Industrial Programs Campus, \$9,000,000.

(2) STUDENT SERVICES, COUNSELING AND ADVISING

(z) L.E. Fletcher Technical Community College, Schriever, Terrebonne Parish - One Stop Shop for All Student Activities; \$ 4,500,000.

(aa) Nunez Community College, Chalmette, St. Bernard Parish - Student Testing and Career Counseling Center; \$6,480,000.

(bb) SOWELA Technical Community College, Main Campus, Lake Charles, Calcasieu Parish - One Stop Shop for Student Programs and Services; \$7,200,000.

(3) SAFETY, SECURITY AND INFRASTRUCTURE

(cc) Capital Area Technical College Campus, Baton Rouge, East Baton Rouge Parish (now the Acadian Campus of Baton Rouge Community College) - Secured Parking Building for Students; \$3,600,000.

“Facilities Lease” shall mean the Agreement to Lease with Option to Purchase between the Corporation and the Board providing for the sublease of the Leased Property and the lease of the Acquired Real Property and the Facilities to the Board, in substantially the form attached hereto and made a part hereof as Exhibit B, as the same may be amended from time to time in accordance with the provisions thereof.

“Fiscal Year” means the fiscal year of the State, which is the period from July 1 to and including the following June 30.

“Goals and Objectives” shall mean the development, financing, construction and leasing of the Facilities to the Board, as a means of accomplishing the Capital Improvements.

“Ground Lease” shall mean the Ground Lease Agreement between the Board and the Corporation, providing for the lease of the Leased Property by the Board to the Corporation which, among other things, obligates the Corporation to construct or cause the construction of the Facilities on the Leased Property and sets forth the terms and conditions pursuant to which the construction will occur, in substantially the form attached hereto and made a part hereof as Exhibit A, as the same may be amended from time to time in accordance with the provisions thereof.

“Indenture” means the Trust Indenture to be entered into between the Authority and the Trustee, pursuant to which the Bonds have been issued and are secured, as the same may be amended from time to time in accordance with the provisions thereof.

“*LCTCS*” shall mean the Louisiana Community and Technical College System, a constitutional corporation and an agency of the State of Louisiana, domiciled in Baton Rouge, Louisiana.

“*Lease Payments*” shall mean Base Rental as defined in the Facilities Lease and any furnishings and equipment costs.

“*Leased Property*” shall mean those properties leased to the Corporation pursuant to the Ground Lease.

“*Legislature*” shall mean the legislature of the State.

“*Loan Agreement*” shall mean the Loan and Assignment Agreement between the Corporation and the Authority relative to the proceeds of the Bonds, as the same may be amended from time to time in accordance with the provisions thereof.

“*MSRB*” shall mean the Municipal Securities Rulemaking Board.

“*Performance Measures*” shall mean:

- A. Entering into the Ground Lease and the Facilities Lease.
- B. Completion of the Plans and Specifications.
- C. Construction of the Facilities.

“*Person*” shall mean an individual, a corporation, a partnership, a joint venture, an association, a trust or any other entity or organization, including a state or municipal corporation or government or political subdivision or an agency or instrumentality thereof.

“*Plans and Specifications*” shall mean, collectively, the plans and specifications or design documents for the Facilities as approved by the Corporation in accordance with this Agreement.

“*Program Manager*” shall mean the architecture, engineering, or construction management firm retained by the Corporation for the purpose of providing construction project planning, management, and monitoring.

“*Project*” shall mean the acquisition of any lands, buildings, equipment, or other permanent properties, in accordance with Act No. 360; the lease of the Leased Property to the Corporation by the Board and the design, development, construction, renovation, improvement, or expansion of and construction of the Facilities thereon pursuant to the Ground Lease; the lease to the Board by the Corporation, of the Facilities and the sublease of the Leased Property by the Corporation to the Board pursuant to the Facilities Lease; and the payment of all fees and expenses relative to the financing, planning, and design thereof.

“*Project Budget*” shall mean the Corporation’s budget of Project Costs.

“*Project Costs*” shall mean all costs incurred by the Corporation to perform its obligations herein to complete the Project, including, but not limited to, costs related to design, development, planning, financing, bidding, construction, renovation, improvement, or expansion of the Facilities, initial equipment and furnishings, and all professional fees and other costs necessary therefor.

“*Project Documents*” shall mean this Agreement, the Ground Lease, the Facilities Lease, and the Loan Agreement.

“*Rental*” shall mean Additional Rental and Base Rental as defined in the Facilities Lease.

“*Rule*” shall have the meaning given such term pursuant to Section 4.1 hereof.

“*State*” shall mean the State of Louisiana, acting by and through the Commissioner of Administration of the Division.

“*Trustee*” shall mean the financial institution serving as trustee under the Indenture by and between the Trustee and the Authority with respect to the Bonds.

Section 1.2. 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 furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II STATE’S AUTHORITY AND SCOPE OF AGREEMENT

Section 2.1. Authority of State. The State is authorized, pursuant to the Act, to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose and public benefit, including agreements which may require the use of state funds.

ARTICLE III CORPORATION’S REPRESENTATIONS

Section 3.1. Representations of the Corporation to Induce State. As a material inducement to the State to enter into this Agreement, without which the State would not have entered into this Agreement, the Corporation makes the following representations to the State:

A. Public Purpose and Benefit. The construction of the Facilities is a public purpose and the Facilities to be constructed by the Corporation will benefit the State by ensuring that the institutions of the LCTCS are responsive to the State’s need for a competent and skilled workforce.

The commitment by the Board to dedicate the facilities improvements outlined herein toward the workforce needs of the State and the State’s commitment, as evidenced within Act No. 360, and its cooperation with the Corporation and the Board on the Project were preconditions to the Corporation’s undertaking of the Project.

B. Duly Organized. The Corporation is a Louisiana private nonprofit corporation validly existing and in good standing under the laws of the State of Louisiana, and has or will have all powers and all governmental licenses, authorizations, qualifications, consents, and approvals required to carry on its business as now conducted and necessary to the ownership, use, operation, or maintenance of its properties.

C. Requisite Power. The Corporation has all requisite power and authority to enter into this Agreement and all other Project Documents, and to carry out the terms hereof, under applicable law including, without limitation, the Act, and has or will have complied with all provisions of applicable law including, without limitation, the Act, in all matters related to such actions of the Corporation as are contemplated by this Agreement, and the Project Documents will constitute valid and legally binding obligations of the Corporation.

D. Project Documents. The Project Documents to be executed by the Corporation, when executed, will have been duly authorized, executed, and delivered by the Corporation and each will constitute a legal, valid, and binding obligation of the Corporation, enforceable in accordance with its terms (except that (i) the enforceability of such Project Documents may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable, and (iii) the indemnification provisions contained therein may be limited by applicable securities laws and public policy).

E. Compliance by the Corporation. The Corporation is in full compliance with all of the terms and conditions of this Agreement and no Default hereunder has occurred and is continuing, and no event, act, or omission has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute such a Default.

F. Authority of the Corporation. The Corporation has taken or will take or cause to be taken all necessary and proper action to authorize the execution, issuance and delivery of, and the performance of its obligations under the Project Documents and any other instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.

G. No Ultra Vires Act. The execution and delivery of and performance by the Corporation of its obligations under the Project Documents and any and all instruments or documents required to be executed in connection herewith were and are within the powers of the Corporation and will not violate any provisions of any law, regulation, decree, or governmental authorization, applicable to the Corporation or any agreements of the Corporation with any of its creditors.

H. Litigation. 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 Corporation, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency which could reasonably be expected to result in a material adverse change in the financial condition or operations of the Corporation or which could reasonably be expected to materially adversely affect the ability of the Corporation to comply with its obligations hereunder or in connection with the transactions contemplated hereby or by the Project Documents.

I. Accuracy of Statements. Neither this Agreement nor the forms of any of the other Project Documents or certificates or statements to be furnished to the State by or on behalf of the Corporation in connection with the transactions contemplated hereby or thereby contain any untrue statement of any material fact necessary in order to make the statements contained herein or therein not misleading with respect to the Corporation. There is no fact or circumstance known to the Corporation which the Corporation has not disclosed in writing to the State which materially adversely affects or, so far as the Corporation can now reasonably foresee, will materially adversely affect the condition of the Corporation or the ability of the Corporation to perform its obligations hereunder, or under the Project Documents. All representations made herein or to be made in any other Project Documents by the Corporation are true and accurate and remain in full force and effect.

J. Full Capabilities to Perform. The Corporation has full capabilities to complete all work to be performed under the Project Documents in accordance with all terms, conditions, and time periods required by the Project Documents, and the Corporation has no knowledge of any obligation of the Corporation under the Project Documents which the Corporation cannot fulfill in a timely manner as required by the Project Documents.

K. Minority Participation. The Corporation will ensure every opportunity for minority and women owned businesses to participate in the construction of the Facilities.

L. Availability of Bond Proceeds. The Corporation covenants that it will make such use of the portion of the proceeds of the Bonds loaned to the Corporation and take such other and further action as may be required so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the regulations promulgated there under.

ARTICLE IV COOPERATIVE ENDEAVOR OBLIGATIONS

Section 4.1. Obligations of the Board. The Board hereby covenants that it will meet its obligations under the Ground Lease and Facilities Lease to the Corporation and will, to the extent of appropriations made available therefor, budget the Rental required by and defined in the Facilities Lease. The Board further covenants that when and as required by Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”), it shall report and cause the State to report such financial and operational data or other information as may be required to be provided to the MSRB through EMMA, as provided by the Rule.

In accordance with the provisions of Act No. 360, the funding of each project described in the Facilities requires a twelve percent (12%) match. The Board hereby covenants and agrees that no project described in the definition of Facilities shall be financed until the match is obtained for that particular project.

Section 4.2. Obligations of the Corporation. The Corporation hereby agrees that it will enter into the Ground Lease and fulfill its obligations with respect to the Leased Property as set forth in the Ground Lease. The Corporation hereby agrees that it will acquire lands, buildings, equipment, or other permanent properties, as needed, and construct or cause to be constructed the Facilities, either, on the Leased Property or on the acquired lands, in accordance with the Ground Lease and the Plans and Specifications. The Corporation agrees that it will enter into and fulfill its obligations under the Facilities Lease pursuant to which the Board will sublease the Leased Property and lease the Facilities from the Corporation, said Facilities Lease to be in form and substance acceptable to all parties hereto. The Corporation agrees that it shall use the Base Rental received by it under the Facilities Lease solely to pay its obligations under the Indenture and the Loan Agreement; to pay Project Costs; or to reimburse itself for such Project Costs incurred prior to the receipt of Base Rental, all in accordance with Section 7(b) of the Facilities Lease. The Corporation agrees that it will not mortgage, grant a security interest in, encumber, transfer or assign its right, title, or interest in the Ground Lease, the Facilities Lease, or the Facilities without the consent of the other parties hereto and the holders of the Bonds during the term of this Agreement.

Subject to Section 4.5 hereof, the Corporation shall have supervision of the construction process of the Facilities, including change orders, if any, with input and advice from the Advisory Committees.

In addition, the Corporation agrees to employ a Program Manager for day to day supervision and authority over the design and construction process. The Program Manager will be the Corporation’s liaison with the Advisory Committees and with FP&C. The Program Manager will also facilitate the review by the Corporation and the Advisory Committees of all plans and specifications prior to the commencement of construction including coordinating with designers and contractors of any changes as may be required. Program Manager will also coordinate and facilitate any efforts by FP&C to conduct inspections during construction and at completion to obtain acceptance of the completed work by the State.

There shall be four (4) members of the Advisory Committees for each of the projects within the community and technical colleges composed of:

A representative of the Louisiana Community and Technical College System Office;

A representative of the college in which the project is located;

A representative of the Division of Administration of the State of Louisiana, acting through its Office of Facility Planning and Control; and

A representative of the Board of Regents, State of Louisiana.

The Corporation agrees that, subject to Section 4.5 hereof, the respective Advisory Committees will provide input and advice during the planning and construction of the Projects through review of the work of the designers, contractors or design/build team.

Section 4.3. Obligations of the State. The Commissioner hereby agrees on behalf of the State that beginning with the Fiscal Year ending June 30, 2016 and each Fiscal Year thereafter through and including the Fiscal Year ending June 30, 2040, there shall be included in the Executive Budget and requests made of the State Legislature to provide funding as herein stipulated for the accomplishment of this Agreement by payment to the Board of Base Rental Payments in amounts (i) not to exceed \$22,250,000 for Base Rental other than the Maintenance Reserve Account requirement and (ii) not to exceed \$1,750,000 for the Maintenance Reserve Account requirement. The Base Rental set forth above is a maximum amount and in no event shall the State be obligated to provide funding in excess of \$24,000,000 in each Fiscal Year. Furthermore, such Base Rental payments will be set each Fiscal Year at the actual amounts needed to pay Base Rental.

The State agrees that the Corporation may use said funds to fulfill its obligations as set forth in Section 4.2 hereof to provide the Facilities for the accomplishment of the goals of this Agreement in accordance with the provisions hereof, provided that no state funds shall be dispersed until such time as the Ground Lease and the Facilities Lease are fully executed and are in full force and effect. The State, Corporation, and Board hereby acknowledge that the State's obligation to fund the requirements set forth in this Section are subject to Legislative discretion and that the source of funding of the appropriation and the agency designated to receive such appropriation could vary during the term of this Agreement. Nonetheless, the State hereby expressly agrees to request such funding in the Board's budget each year through the term hereof and, if appropriated to a successor agency of the Board, to facilitate the transfer of such funds as required hereby.

The State further agrees that when and as required by the Rule, it shall report such financial and operational data or other information as may be required to be provided to the MSRB through EMMA, as provided by the Rule.

Section 4.4. Tax Covenant. The parties hereto agree to take no action which could adversely affect the tax-exempt status of the Bonds.

Section 4.5. Facility Planning and Control Oversight. In accordance with La. R.S. 17:3361(A)(2), the design and construction of the Facilities shall be subject to the oversight of FP&C. This oversight shall be accomplished through participation on the Advisory Committee. The review and acceptance of the Plans and Specifications shall include the right to review for compliance with applicable building codes, space standards, where appropriate, and standards ensuring quality of construction. FP&C shall also have the right to conduct periodic inspections during construction.

FP&C shall be advised in advance of all project meetings and given the option to attend. FP&C shall be advised of the project scheduling and progress payments. Nothing in this Agreement shall be

deemed, however, to mean that FP&C is the project manager, which responsibility rests with the Corporation and the Board.

Section 4.6. Contracts and Subcontracts. The Corporation hereby agrees that all contracts and subcontracts related to the Facilities to be constructed shall contain a stipulation that the Board shall have the right to enforce all provisions of the contract on behalf of the Corporation, including, but not limited to, default, defects, and damage claims.

ARTICLE V APPROPRIATIONS

Section 5.1. Appropriations. All payment obligations of the State under this Agreement shall be subject to appropriation by the Legislature of sufficient funds therefor and the availability of funds following Legislative appropriation. The State, through the Commissioner of Administration of the Division and the Board agree to request, in the Executive Budget, the appropriation necessary to meet the requirements of Section 4.3 hereof but make no representations, warranties, or covenants, express or implied, that the Legislature will make such appropriations. A failure by the Legislature to appropriate sufficient funds to satisfy the obligation of the State under this Agreement shall not constitute a Default under this Agreement, and this Agreement shall continue in full force and effect as if the appropriation had been made.

ARTICLE VI AUDIT MATTERS AND REPORTING

Section 6.1. Audit. The Corporation shall arrange for an annual financial audit of funds received pursuant to this Agreement by an independent certified public accountant of all books and records of the Corporation related to this Agreement and to the Ground Lease and Facilities Lease, and shall make such audit, books, and records available to the Legislative Auditor of the state of Louisiana during reasonable business hours as required by La. R.S. 24:513, and shall retain such books and records for three (3) years after the close of the year in which the books and records were created or generated.

Section 6.2. Reporting. The Corporation shall provide to the Board the Project Budget, an estimated completion date of the Project and a plan showing specific Goals and Objectives for the use of such funds, including Performance Measures. The Project Budget shall identify all estimated Project Costs. If the aggregate estimate of Project Costs should change at any time, the Corporation shall immediately submit to the Board a revised Project Budget.

Section 6.3. Contract Monitoring. The Board's Contract Monitor shall monitor the performance of this contract by reviewing the quarterly progress reports required by Section 6.2 and the annual contract compliance audit required by Section 6.1. The Contract Monitor shall meet with a representative of the Corporation on a quarterly basis to review the quarterly progress reports and inspect the Facilities.

ARTICLE VII ASSIGNMENT

Section 7.1. Assignment. The parties hereto shall not transfer or assign this Agreement or transfer or assign any or all of their rights or delegate any or all of their duties hereunder without the consent of each of the other parties to this Agreement and the owners of the Bonds, provided, however,

that the Corporation may pledge and assign as security for the Bonds its right hereunder to receive from the State the payments made pursuant to by Section 4.3 hereof.

ARTICLE VIII TERM AND TERMINATION

Section 8.1. Term. The term of this Agreement shall extend for as long as the term of the Facilities Lease or for as long as the Bonds remain outstanding, whichever is longer.

Section 8.2. Termination. The State may terminate this Agreement for cause based upon the failure of the Corporation to comply with the terms and/or conditions of this Agreement provided that the State shall give the Corporation written notice specifying the Corporation's failure. If, after ninety (90) days from receipt of such notice, the Corporation shall not have either corrected such failure or commenced efforts to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Corporation in Default and this Agreement shall terminate, at the option of the State, on the date specified in such notice. The Corporation may exercise any rights available to it under State law to terminate for cause upon the failure of any other party hereto to comply with the terms and conditions of this Agreement; provided that the Corporation shall give all other parties hereto written notice specifying the failure and a reasonable opportunity, in no event less than ninety (90) days from receipt of such notice, to cure the defect.

ARTICLE IX AFFIRMATIVE COVENANTS

Section 9.1. Covenants. Until this Agreement terminates and all obligations of the Corporation under or in respect of this Agreement and the Loan Agreement are satisfied in full the Corporation will pursue with due diligence the Goals and Objectives and the Performance Measures. In addition, the Corporation will furnish or cause to be furnished to the Board:

A. Forthwith upon the occurrence of any failure or Default or event, act, or omission which, with the giving of notice, the lapse of time, or both, would constitute a Default under this Agreement, a certificate of the Corporation setting forth, to the best of its knowledge, the details thereof and the action that the Corporation is taking or proposes to take with respect thereto;

B. As promptly as practicable, written notice of all litigation filed against the Corporation and all proceedings before any court or governmental authority which, if adversely determined, would materially adversely affect the operations or the financial condition of the Corporation;

C. Such other information regarding the performance of the Corporation under this Agreement and the Project Documents as the State, Board or Trustee may from time to time request, in their sole discretion; and

D. When and as required by the Rule, such financial and operational data or other information as may be required to be provided to the MSRB.

ARTICLE X DEFAULT

Section 10.1 Default. Failure by the Board, or by the State in the event sufficient funds have been appropriated therefor, to make such payments as required by Section 4.3 hereof, respectively, or a breach of any of the terms of this Agreement for a period of more than ninety (90) days, during which

period the Corporation shall have the opportunity to cure such failure or breach, shall constitute a default hereunder (a “*Default*”).

Section 10.2 Remedies. Upon a default under Section 10.1 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.

ARTICLE XI MISCELLANEOUS

Section 11.1. 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.

Section 11.2. Amendments. This Agreement may be amended only upon the written consent of all parties.

Section 11.3. No Personal Liability of the Corporation or State Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent, or employee of any party hereto in his individual capacity, and neither the officers of any party hereto nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

Section 11.4. Approvals. Should approval be necessary for any purpose as required by this Agreement, such approval shall be considered effective when received for the State by the Commissioner of Administration; for the Board by its President; or for the Corporation by its President.

Section 11.5. 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.

Section 11.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 11.7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

Section 11.8. Further Assurances. From time to time hereafter, the Corporation shall execute and deliver such additional instruments, certificates, or documents and take all such actions as the State may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 11.9. Addresses for Notices. 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 below, or as to each party at such other address or numbers as shall be designated by such party in written notice to the other party.

If to the State: (Post Office Address for U. S. Postal Service Delivery)

Division of Administration
Attention: Commissioner
P. O. Box 94095
Baton Rouge, LA 70804-9095
Telephone: (225) 342-7000
Telecopy: (225) 342-1057

AND

Facility Planning and Control
Attention: Director
P. O. Box 94095
Baton Rouge, LA 70804-9095
Telephone: (225) 342-0820
Telecopy: (225) 342-7624

(Street Address for Courier or Express Mail Delivery)

Division of Administration
Attention: Commissioner
1201 North 3rd Street, Suite 7-230
Baton Rouge, LA 70802

AND

Facility Planning and Control
Attention: Director
1201 North 3rd Street, Suite 7-160
Baton Rouge, LA 70802

If to the Board:

Louisiana Community and Technical College System
Attention: System President
Office of the Board of Supervisors
265 S. Foster Drive
Baton Rouge, LA 70806-4104
Telephone: (225) 922-1643
Telecopy: (225) 922-2392

with copies to:

Louisiana Community and Technical College System
Attention: Senior Vice President for Finance and Administration
265 S. Foster Drive
Baton Rouge, LA 70806-4104
Telephone: (225) 922-1635
Facsimile: (225) 922-1485

If to the Corporation:

President
LCTCS Facilities Corporation
c/o Sisung Group
201 St. Charles Avenue, Suite 4240
New Orleans, LA 70170
Telephone: (504) 544-7713
Facsimile: (504) 544-7701

Section 11.10. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to the State upon any breach by the Corporation under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 11.11. Venue. The 19th Judicial District Court, East Baton Rouge Parish, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement.

Section 11.12. Bondholders as Third Party Beneficiaries. The rights and obligations set forth herein shall inure to the benefit of the parties hereto and to their respective successors and assigns to the extent permitted by Section 7.1 hereof, and to the benefit of the owners of the Bonds, who shall be considered as third party beneficiaries of this Agreement.

Section 11.13. Tax Liability. The Corporation agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be the Corporation's obligation and identified under Federal Tax ID number 26-1871311.

Section 11.14. Public Liability. The Corporation hereby agrees to protect, defend, indemnify, save and hold harmless the State, the Board, and all other State departments, agencies, boards, and commissions, their officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any negligent act or omission of the Corporation, its agents, servants, and employees or any and all costs, expenses, and/or attorneys' fees incurred by the Corporation as a result of any claims, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State, all other State departments, agencies, boards, commissions, its agents, representatives, and/or employees. The Corporation agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

Section 11.15. Discrimination Clause. The Corporation agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended, by the Equal Opportunity Act of 1972, Federal Executive Order 11146, the Federal Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. In addition, the Corporation agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Corporation agrees not to discriminate against participants due to race, color, religion, sex, sexual orientation, disabilities, or national origin. The Corporation agrees to ensure that all services will be delivered without discrimination due to race, color, religion, sex, sexual orientation, national origin, or disabilities.

Section 11.16. Effective Date. This Agreement shall not become a valid contract until executed by all of the parties to this Agreement.

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This Cooperative Endeavor Agreement has been executed by the parties on the dates indicated but effective on the date of full execution by the parties hereto, in the presence of the undersigned witnesses.

BOARD OF SUPERVISORS OF THE
LOUISIANA COMMUNITY AND
TECHNICAL COLLEGE SYSTEM

By: _____
Dr. Monty Sullivan, President

Date: _____

LCTCS FACILITIES CORPORATION

By: _____
Stephen C. Smith, President

Date: _____

STATE OF LOUISIANA

By: _____
Kristy Nichols, Commissioner of Administration

Date: _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2014, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

DR. MONTY SULLIVAN

appearing herein in his capacity as President, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of the Board of Supervisors of the Louisiana Community and Technical College System with full authority of the Board of Supervisors and that said instrument is the free act and deed of said Board of Supervisors and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Name: _____

Dr. Monty Sullivan, President

Name: _____

Print Name: _____
NOTARY PUBLIC
Notary/Bar Roll No. _____

STATE OF LOUISIANA

PARISH OF _____

ACKNOWLEDGMENT

BE IT KNOWN that on this _____ day of _____, 2014, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

STEPHEN C. SMITH

appearing herein in his capacity as President of LCTCS Facilities Corporation, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said Corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Name: _____

Stephen C. Smith, President

Name: _____

Print Name: _____
NOTARY PUBLIC
Notary/Bar Roll _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this _____ day of _____, 2014, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

KRISTY NICHOLS

appearing herein in her capacity as Commissioner of Administration of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that she executed the above and foregoing instrument on behalf of the Division of Administration with full authority and that said instrument is the free act and deed of said Division of Administration and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Name: _____

Kristy Nichols,
Commissioner of Administration

Name: _____

Print Name: _____
NOTARY PUBLIC
Notary/Bar Roll No. _____

EXHIBIT A
FORM OF
GROUND LEASE AGREEMENT

EXHIBIT B

FORM OF
AGREEMENT TO LEASE WITH OPTION TO PURCHASE