AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
11:00 a.m., Friday, June 27, 2014**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. David Guidry, Chair
Mr. John Condos, Vice Chair
Mr. Andre Coudrain
Mr. John LeTard
Mr. Jimmy Long
Mr. Mark Romero
Mr. Carl Shetler

A. Call to Order

B. Roll Call

C. Consent Agenda:

Board Agenda Item G.2.

Louisiana Tech University’s request for approval to advertise for bids for the right to harvest all timber on the 200 acres of land from the Estate of Antonina Plokstis Sookul and to advertise for bids to sell the timber and execute necessary contracts to conduct the sale.

Board Agenda Item G.3.

Louisiana Tech University’s request for approval to advertise for bids for the right to harvest all timber on the 80 acres of land from the Estate of Eulava Joyce and to advertise for bids to sell the timber and execute necessary contracts to conduct the sale.

D. Discussion/Action:

Board Agenda Item G.1.

Louisiana Tech University’s request for approval to proceed with the land exchange to be used for improvements in the Enterprise Campus.
Board Agenda Item G.4.

University of Louisiana at Lafayette’s request for approval of the Cooperative Endeavor Agreement among the State of Louisiana, Louisiana Department of Economic Development, University of Louisiana at Lafayette, Ragin’ Cajun Facilities, Inc., Lafayette Economic Development Authority, and CGI Federal Inc. regarding the development of a Technology Center on campus.

Board Agenda Item G.5.

University of Louisiana at Monroe’s request for approval to extend the term of existing lease agreements with ULM Facilities, Inc. to allow for the refinancing/restructuring of existing debt for capital improvements at Malone Football Stadium.

E. Other Business

F. Adjournment
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 27, 2014

Item G.2. Louisiana Tech University’s request for approval to advertise for bids for the right to harvest all timber on the 200 acres of land from the Estate of Antonina Plokstis Sookul and to sell the timber and execute necessary contracts to conduct sale.

EXECUTIVE SUMMARY

The University is requesting Board approval to advertise for bids for the right to harvest all timber on the 200 acres of land from the Estate of Antonina Plokstis Sookul and to sell the timber and execute necessary contracts to conduct sale.

Louisiana Tech University is a beneficiary of the Estate of Antonina Plokstis Sookul in which they received 200 acres of land in Winn Parish in 1981. The land is primarily timber land identified as in final harvest stage by an experienced area forestry consultant.

The net proceeds from the sale will be used as per final request of the donor. Income and expenditures will depend upon bids and market conditions. Tech believes net income and expenditures will be approximately $48,800.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to advertise for bids for the right to harvest all timber on the 200 acres of land from the Estate of Antonina Plokstis Sookul and to sell the timber and execute necessary contracts to conduct sale.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University is hereby designated and authorized to execute any and all documents necessary to execute said sale.

AND FURTHER, that ULS staff and legal counsel shall ensure that all documents conform to statutory and administrative requirements.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

As a benefactor from the estate Antonina Plokitis Sookul, Louisiana Tech University received 200 acres of land in Winn Parish in 1981. The land is primarily timber land identified as in final harvest stage by an experienced area forestry consultant.

Louisiana Tech University is requesting permission to advertise for bids for the right to harvest all timber on the tract. Net proceeds from the sale will be used as per final requests of the donor.

While exact income and expenditures will depend upon bids and market conditions, Louisiana Tech believes net income after expenditures will be approximately $48,800.00.

Louisiana Tech University is requesting permission to advertise for bid to sell the timber and execute necessary contracts to conduct the sale. Other necessary expenditures and contracts related to the sale and management of the site will be conducted per state policies and regulations.

Sincerely,

Leslie K. Guidry
President

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928
AN EQUAL OPPORTUNITY UNIVERSITY
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 27, 2014

Item G.3. Louisiana Tech University’s request for approval to advertise for bids for the right to harvest all timber on the 80 acres of land from the Estate of Eulava Joyce and to sell the timber and execute necessary contracts to conduct sale.

EXECUTIVE SUMMARY

The University is requesting Board approval to advertise for bids for the right to harvest all timber on the 80 acres of land from the Estate of Eulava Joyce and to sell the timber and execute necessary contracts to conduct sale.

Louisiana Tech University is a beneficiary of the Estate of Eulava Joyce in which they received 80 acres of land in Natchitoches Parish in 1989. The land is primarily timber land identified as in final harvest stage by an experienced area forestry consultant.

The net proceeds from the sale will be used in general scholarship fund per request of the donor. Income and expenditures will depend upon bids and market conditions. Tech believes net income and expenditures will be approximately $21,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to advertise for bids for the right to harvest all timber on the 80 acres of land from the Estate of Eulava Joyce and to sell the timber and execute necessary contracts to conduct sale.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University is hereby designated and authorized to execute any and all documents necessary to execute said sale.

AND FURTHER, that ULS staff and legal counsel shall ensure that all documents conform to statutory and administrative requirements.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

As a benefactor from the estate Eulava Joyce, Louisiana Tech University received 80 acres of land in Natchitoches Parish in 1989. The land is primarily timber land identified as in final harvest stage by an experienced area forestry consultant.

Louisiana Tech University is requesting permission to advertise for bids for the right to harvest all timber on the tract. Net proceeds from the sale will be used as per final requests of the donor.

While exact income and expenditures will depend upon bids and market conditions, Louisiana Tech believes net income after expenditures will be approximately $21,000.00.

Louisiana Tech University is requesting permission to advertise for bid to sell the timber and execute necessary contracts to conduct the sale. Other necessary expenditures and contracts related to the sale and management of the site will be conducted per state policies and regulations.

Sincerely,

[Signature]
Leslie K. Guice
President

dc
Discussion/Action Items
Item G.1. Louisiana Tech University’s request for approval to proceed with the land exchange to be used for improvements in the Enterprise Campus.

EXECUTIVE SUMMARY

Background: The University is continuing acquisition of land for the Enterprise Campus. In 2012, the former site of the Village Plaza Shopping Center became available and was acquired utilizing Capital Outlay funding for the appraised value of $527,130.00. This 6.36-acre site is separated from the main campus and Enterprise Campus via U.S. Highway 80. The site has a current appraised value of $660,000.00. In the center of the Enterprise Campus is a 1.936-acre site that is privately owned and leased to the University for parking. In 2012, the owner of this site did not agree to sell for appraised value. The current appraised value of this site is $497,254.00. Polestar Development has approached the University offering to acquire the 1.936-acre site and exchange it for the site owned by the University. In addition to the land exchange, Polestar will remit the difference between appraisals to the University.

Terms of the Exchange:

1. Polestar, LLC will acquire the 1.936-acre site needed by the University.
2. Both parties agree to exchange property with Polestar, LLC remitting $162,746.00 to the University.
3. Polestar, LLC will fund title policies, survey for both properties if needed and closing costs.

Board Action Required: The University is requesting Board approval of a resolution approving the form and authorizing the execution of the Agreement to Exchange Realty and the Act of Exchange and the execution of any and all documents and certificates in connection therewith.

Staff and Legal Counsel Review: Appropriate documents will be reviewed by UL Staff and Legal Counsel prior to execution.
RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System approves Louisiana Tech University's request to proceed with land exchange to be used for improvement in the Enterprise Campus.

BE IT FURTHER RESOLVED, that Dr. Sandra Woodley, President of the University of Louisiana System, and/or Leslie K. Guice, President of Louisiana Tech University, are/is hereby designated and authorized to execute any and all documents necessary to execute said property exchange.

AND FURTHER, that staff and legal counsel will ensure that all documents conform to statutory and administrative requirements prior to concluding the exchange.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has been approached by a commercial developer wishing to acquire 6.36 acres of land acquired in 2012 for $527,130. Current appraised value for the site is $660,000. This tract was acquired to be a part of the Enterprise Campus. The site is separated from the rest of the Enterprise Campus by U.S. Highway 80.

For the sole purpose of a property exchange, the developer has made arrangements to acquire a parcel currently bounded on all sides by the Enterprise Campus. This 1.93 acre parcel has recently been appraised by Facility Planning and Control to have a value of $497,254. Louisiana Tech has been working with Facility Planning and Control to purchase this parcel.

The developer proposes to exchange the two parcels and pay the difference in appraised values to be used by Louisiana Tech University for other land acquisition or improvements in the Enterprise Campus. While both parcels are valuable to the Enterprise Campus, concentrating on property north of the Enterprise Campus will allow development efforts to be concentrated on one site. The commercial development of the site currently owned by the University will benefit the campus community as well as the City of Ruston.

The process for the developer to complete construction plans, obtain permits and perform their due diligence site inspection is estimated to take about 185 days.

Louisiana Tech University is requesting permission to proceed with this land exchange, subject to approval of Board Staff and Legal Counsel, and execute documents on behalf of the Board of Supervisors necessary to complete the exchange.

Sincerely,

Leslie K. Guice
President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 27, 2014

Item G.4. University of Louisiana at Lafayette’s request for approval of the Cooperative Endeavor Agreement among the State of Louisiana, Louisiana Department of Economic Development, University of Louisiana at Lafayette Regin’ Cajun Facilities, Inc., Lafayette Economic Development Authority, and CGI Federal Inc. regarding the development of a Technology Center on Campus.

EXECUTIVE SUMMARY

Approval of this request will allow the University of Louisiana at Lafayette to enter into a Cooperative Endeavor Agreement with the State of Louisiana, Louisiana Department of Economic Development, University of Louisiana at Lafayette Regin’ Cajun Facilities, Inc. (RCF), Lafayette Economic Development Authority, and CGI Federal Inc. (CGI) regarding the development of a Technology Center on Campus.

UL Lafayette - CGI IT Center of Excellence will provide a novel public-private partnership that will allow:

- CGI to establish and operate an onshore IT Center of Excellence in the Research Park at the University, providing high quality, full-service Information Technology expertise and capabilities for commercial and public-sector organizations across the U.S.

- The University-CGI facility will provide IT application development, maintenance, testing, and integration service. CGI has similar centers. However, the company has designated the UL Lafayette location as its only Innovation Center in the United States. CGI selected Lafayette after a nearly two-year site-selection process, during which many locations across the country were considered, primarily because of the University’s reputation in computer sciences and the community’s entrepreneurial ecosystem.

- As part of the project, CGI will create 400 direct IT jobs in Louisiana, with a payroll of $22 million, plus 405 indirect jobs.

- CGI will lease space for its center in a new 50,000-square-foot, $13.1 million building that is being funded by the State of Louisiana. The building will be owned by the University’s nonprofit support organization, Regin’ Cajun Facilities Inc. RCF will enter into a land lease agreement with the University and RCF will lease the facility to CGI for a nominal amount. Construction will begin this year and will be completed by year-end 2015.
A key part of the project is a state-funded, 10-year, $4.5 million higher education initiative, led by UL Lafayette, that will triple the number of undergraduate degrees awarded annually by the University’s School of Computing and Informatics. That growth is anticipated to place the University’s computer science program among the Top 25 programs nationally for the number of bachelor’s degrees awarded annually.

Approval of this agreement will provide for fulfillment of missions for both and the university, attract high-quality technology jobs.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette’s request for approval of the Cooperative Endeavor Agreement among the State of Louisiana, Louisiana Department of Economic Development, University of Louisiana at Lafayette Ragin’ Cajun Facilities, Inc., Lafayette Economic Development Authority, and CGI Federal Inc. regarding the development of a Technology Center on Campus.

BE IT FURTHER RESOLVED, that University of Louisiana at Lafayette shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that President of the University of Louisiana at Lafayette is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of Louisiana at Lafayette will provide the System office with copies of all final executed documents for Board files.
June 5, 2014

Dr. Sandra Woodley
President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

This is to request approval of the Cooperative Endeavor Agreement between the State of Louisiana, Louisiana Department of Economic Development, University of Louisiana at Lafayette, Ragin’ Cajun Facilities, Inc., Lafayette Economic Development Authority, and CGI Federal, Inc. regarding the development of a Technology Center on the campus of UL Lafayette.

Please place this item on the agenda for the June 2014 meeting of the Board of Supervisors.

Sincerely,

[Signature]

E. Joseph Savoie
President

svc

Attachments
The UL Lafayette - CGI IT Center of Excellence:
A Novel Public-Private Partnership

- CGI will establish and operate an onshore IT Center of Excellence in the Research Park at the University of Louisiana at Lafayette, providing high-quality, full-service Information Technology expertise and capabilities for commercial and public-sector organizations across the United States. CGI is among the world's leading providers of IT and business process services. Along with its affiliate companies, CGI employs 68,000 people in more than 40 countries.

- The UL Lafayette-CGI facility will provide IT application development, maintenance, testing and integration services. CGI has similar centers in Belton, Texas; Lebanon, Virginia.; and in Troy, Alabama. However, the company has designated the UL Lafayette location as its only Innovation Center in the United States. CGI selected Lafayette after a nearly two-year site-selection process, during which many locations across the country were considered, primarily because of the University's reputation in computer sciences and the community's entrepreneurial ecosystem.

- As part of this project, CGI will create 400 direct IT jobs in Louisiana, with a payroll of $22 million, plus 405 indirect jobs.

- CGI will lease space for its center in a new 50,000-square-foot, $13.1 million building that is being funded by the State of Louisiana. The building will be owned by UL Lafayette or its affiliated, nonprofit support organization, Ragin' Cajun Facilities Inc. Construction will begin this year and will be completed by year-end 2015.

- A key part of the project is a state-funded, 10-year, $4.5 million higher education initiative, led by UL Lafayette, that will triple the number of undergraduate degrees awarded annually by the University’s School of Computing and Informatics. That growth is anticipated to place the University’s computer science program among the Top 25 programs nationally for the number of bachelor's degrees awarded annually.
COOPERATIVE ENDEAVOR AGREEMENT
by and between
STATE OF LOUISIANA
and
LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT
and
UNIVERSITY OF LOUISIANA AT LAFAYETTE
and
RAGIN' CAJUN FACILITIES, INC.
and
LAFAYETTE ECONOMIC DEVELOPMENT AUTHORITY
and
CGI FEDERAL INC.
COOPERATIVE ENDEAVOR AGREEMENT

This cooperative endeavor agreement ("Agreement"), effective April 28, 2014 ("Effective Date"), is made between:

STATE OF LOUISIANA ("State"), represented herein by the Commissioner of Administration ("Commissioner");

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of LED ("Secretary");

(The above two entities are collectively referred to as "State").

UNIVERSITY OF LOUISIANA AT LAFAYETTE ("UL Lafayette"), a non-profit government-affiliated educational institution, represented herein by its President;

RAGIN CAJUN FACILITIES, INC. ("RCF"), a nonprofit corporation, represented herein by its President;

LAFAYETTE ECONOMIC DEVELOPMENT AUTHORITY ("LEDA"), a political subdivision of the State, represented herein by the Chairman of LEDA; and

(The above three entities are collectively referred to as "Local Entities").

CGI FEDERAL INC. ("Company"), a Delaware business corporation, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "parties" and singularly referred to as "party").

WHEREAS, the parties hereto agree that in consideration of certain inducements to be provided by the other parties, the Company will establish and operate an onshore IT center of excellence ("Technology Center") in the City of Lafayette, Lafayette Parish, Louisiana, providing high quality full-service Information Technology expertise and capabilities for commercial and public sector organizations across the United States, and will create and maintain Jobs and Payroll as agreed herein (collectively, the "Project");

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and in Article VI, Section 21 (A) authorizes assistance to local industry;

WHEREAS, the economic benefit to the State and the Local Entities resulting from this Project is projected to exceed the value of the obligations of the State and Local Entities undertaken herein, this Agreement has a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:
ARTICLE I
DEFINITIONS

Section 1.01 Definitions

“Act” means, collectively, Section 14(C) of Article VII and Section 21(A) of Article VI of the Louisiana Constitution of 1974, as amended.

“Affiliate” means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies and operations of the entity, through ownership of a majority of the stock or of the assets of the entity.

“Agreement” means this cooperative endeavor agreement, and any amendments or modifications thereto.

“Assign” or “Assignment” means to transfer or assign this Agreement, transfer or assign any of a party’s rights hereunder, or delegate any of a party’s duties hereunder.

“Baseline Jobs” means Jobs maintained by the Company or an Affiliate prior to the Effective Date, to be continued in equal number during the Employment Period. To the extent necessary to meet Required Baseline Jobs, New Jobs shall be deemed to be Baseline Jobs.

“Baseline Payroll” means the amount of Payroll for Baseline Jobs in a Project Year. To the extent necessary to meet Required Baseline Payroll, New Payroll shall be deemed to be Baseline Payroll.

“Basic Health Benefits Plan” means individual coverage for basic hospital care, physician care, and health care, effective no later than the first day of the month 90 days after hiring, which is the same coverage as is provided to executive, administrative and professional employees who are exempt from the minimum wage and maximum hour requirements of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and which is determined by LED to have a value of at least $1.25 per hour regularly worked (based upon the cost to the Company of providing such coverage or the cost of equivalent coverage).

“Board” means the Louisiana Board of Commerce and Industry.

“Capital Expenditures” means any costs of a type that is properly chargeable to capital account (or would be so chargeable with a proper election of with the application of the definition of placed in service under 26 CFR §1.150-2(c)) in accordance with the Internal Revenue Code and federal tax regulations, limited to costs related to acquisition, construction and improvement of tangible assets such as land, buildings and equipment.

“Ceases Operation” or “Cessation of Operation” means failure to maintain at least 10% of Required Jobs and 10% of Required Payroll during any period of more than six consecutive
months (prorating annual requirements); a failure to meet either one of these thresholds that continues for more than a six-month period shall constitute Cessation of Operation.

“Certification of Compliance” means a sworn verification of compliance with the Company’s obligations under this Agreement, including supporting documentation, signed by a key employee of the Company (owner, executive or senior level officer, project site manager, or equivalent rank).

“Commissioner” means the State Commissioner of Administration.

“Company” means CGI Federal Inc.

“Contract Monitor” is defined in Section 8.01(A), and the initial Contract Monitor is identified in the LED signature section below.

“Cost Report” means a request for payment of the performance-based grant provided in Section 4.01(A), submitted as provided in Section 8.03(C), reasonably documenting Reimbursable Project Costs.

“Days” means calendar days unless otherwise specified.

“Default” is defined in Section 7.01.


“Economic Benefit” means the estimated positive impact of the Project on the economy of the State resulting from the fulfillment of the Company’s obligations hereunder.

“Effective Date” is stated in the first line of this Agreement.

“Employment Period” means a ten year period, beginning January 1, 2015.

“Executive Budget” means the budget submitted each year to the Legislature by the Governor, setting forth all proposed State expenditures.

“Facility” means the Company’s Technology Center located in the city of Lafayette, at the University Research Campus of the University of Louisiana at Lafayette, consisting of 50,000 square feet of office space and 250 dedicated on-site parking spots.

“Facility Agreement” means one or more separate cooperative endeavor agreements between LED, RCF, UL Lafayette and any other party hereto or entity providing funding as directed by LED, setting forth specifications and requirements for the Facility developed in collaboration with the Company, and providing funding for Facility Costs.
“Facility Costs” means Capital Expenditures for acquisition, construction and equipping of the Facility, incurred by RCF or LEDA after July 26, 2013 and in accordance with the Facility Agreement.

“Facility Lease Agreement” means an agreement between RCF and the Company for lease of the Facility.

“Force Majeure” means: (1) an act of God, an act of war, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm or hurricane; (2) which is beyond the reasonable control of a party to this Agreement; and (3) prevents the party from performing its obligations hereunder.

“Goals” means the generation of the Economic Benefit.

“Governor” means the Governor of the State of Louisiana.

“Interagency Cooperative Endeavor Agreement” means a cooperative endeavor agreement between LED and UL Lafayette, developed in collaboration with the Company pursuant to Section 4.01(D), providing for the permitted uses of the UL Lafayette Grant, UL Lafayette obligations and targeted outcomes.

“JLCh” means the Louisiana Legislature’s Joint Legislative Committee on the Budget.

“Jobs” means permanent, full-time (30 or more hours per week), positions of employment based in the State and filled by employees of the Company or an Affiliates, excluding contract labor.

“Land Lease Agreement” means an agreement between UL Lafayette and RCF for the lease of the land upon which the Facility is located.

“LED” means the Louisiana Department of Economic Development.

“LEDA” means the Lafayette Economic Development Authority.

“Legislature” means the Legislature of the State of Louisiana.

“Louisiana Employees” means persons who are deemed to be resident individuals pursuant to La.R.S.47:31(1).

“New Jobs” means new (not existing in the State prior to the Effective Date) Jobs, based at the Facility or Temporary Facility and filled by Louisiana Employees, paying at least $14.50 per hour, offering a Basic Health Benefits Plan, and in excess of Required Baseline Jobs. New Jobs shall not include jobs transferred from within the State by the Company or an Affiliate, or jobs acquired or transferred from other Louisiana-based employment as a result of the Company or an Affiliate acquiring a business operation or substantially all of its assets, or jobs performing contract services for the State of Louisiana or any of its agencies. To the extent necessary to meet Required Baseline Jobs, New Jobs shall be deemed to be Baseline Jobs.
"New Payroll" means the amount of Payroll for New Jobs in a Project Year. To the extent necessary to meet Required Baseline Payroll, New Payroll shall be deemed to be Baseline Payroll.

"Objectives" means (1) the construction, equipping and Operation of the Facility, (2) the creation and maintaining of Jobs meeting Required New Jobs, and (3) the payment of Payroll meeting Required New Payroll.

"OEID" means the Office of Entertainment Industry Development within LED.

"Operation" means the commercial utilization of the Facility, or the Temporary Facility pending occupancy of the Facility, as a Technology Center.

"Operation and Maintenance Costs" means payment obligations of the Company to RCF under a Facility Lease Agreement, for the costs of operating and maintaining the Facility.

"Out-of-State Sales" means that portion of the Company's annual gross income earned within or derived from sources within the state of Louisiana that is produced by the sales from the Temporary Facility or the Facility other than In-State Sales, and by all sales to the federal government or to any of its agencies, departments or entities, or any combination thereof. "In-State Sales" means that portion of the Company's annual gross income earned within or derived from sources within the state of Louisiana that is produced by sales from the Temporary Facility or the Facility to (1) in-state customers or buyers unless the in-state customer or buyer resells the product or service to an out-of-state customer or buyer for ultimate use, (2) in-state locations of out-of-state customers or buyers for contracts for which the goods or services are directed primarily towards the in-state location, or (3) any combination thereof. In-state customer or buyer means an entity receiving the product or service in the State for use in the State or an entity receiving the product or service (1) in the State or (2) in the Gulf of Mexico within 90 miles of the Louisiana state boundary for use in the Gulf of Mexico within 90 miles of the Louisiana state boundary, irrespective of the corporate domicile of the entity or its affiliated entities.

"Payroll" means payment by the Company or an Affiliate to its employees for Jobs, exclusive of benefits and otherwise defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), and exclusive of payroll associated with the performance of contract services for the State of Louisiana or any of its agencies.

"Performance Measures" means achievement of the Goals and Objectives of this Agreement, fulfillment of the obligations of the Company under Section 4.05, and payment of any reimbursement due under Section 4.06.

"Progress Report" is defined in Section 8.02(B).

"Project" is defined in the second opening paragraph hereof.

"Project Budget" means the estimated total Project Costs, spending schedule and anticipated funding sources, and is attached hereto as Exhibit B.
“Project Costs” means actual Relocation Costs, Workforce Development Costs, Temporary Facility Costs and Facility Costs, incurred after the Effective Date.

“Project Year” means any of ten consecutive twelve-month periods, beginning on the first day of the Employment Period.

“RCF” means Racin’ Cajun Facilities, Inc.

“Relocation Costs” means costs reasonably incurred to relocate equipment and personnel to the Temporary Facility or the Facility, deductible as moving expenses under the Internal Revenue code or in accordance with the Company’s established, generally applicable relocation policies, including air fare or ground transportation costs for up to two pre-relocation visits, temporary lodging for up to 90 days, and relocation bonuses of up to 100% of annual salary.

“Required Baseline Jobs” means the number of Baseline Jobs required to be maintained as an annual average in a Project Year (based upon the count on the 12th day of each month), which number shall be deemed to be 100.

“Required Baseline Payroll” means the amount of Payroll for Baseline Jobs required to be paid in a Project Year, which amount in Project Year 1 shall be deemed to be $6,300,000, and thereafter increased by 2% in each subsequent Project Year.

“Required Jobs” means, collectively, the number of Required Baseline Jobs and Required New Jobs in a Project Year.

“Required New Jobs” means the number of New Jobs (in excess of Required Baseline Jobs) required to be maintained as an annual average in a Project Year (based upon the count on the 12th day of each month), as provided by the table in Section 4.05(B).

“Required New Payroll” means the amount of New Payroll (in excess of Required Baseline Payroll) required to be paid in a Project Year, as provided by the table in Section 4.05(B).

“Required Payroll” means, collectively, the amount of Required Baseline Payroll and Required New Payroll in a Project Year.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

“State Investment” means the total amount of payments and expenditures to be made by the State through LED pursuant to Sections 4.01(A) through (D), and payments to be made by LEDA pursuant to Section 4.02.

“Technology Center” means an onshore Information Technology center of excellence, providing high quality, full-service Information Technology expertise and capabilities for
commercial and public sector client organizations across the United States, with more than fifty percent of its revenues generated from Out-of-State Sales of services.

"Temporary Facility" means office space in the City of Lafayette occupied by the Company for Operation pending occupancy of the Facility.

"Temporary Facility Costs" means Temporary Facility lease costs, including rental, operation and maintenance, and any build out or other improvements for the benefit of the Company as tenant.

"UL Lafayette" means the Board of Supervisors for the University of Louisiana System on behalf of the University of Louisiana at Lafayette.

"UL Board" means the Board of Supervisors for the University of Louisiana System.

"Workforce Development Costs" means costs incurred by the Company after the Effective Date in connection with the Project, for recruitment and training of employees (including trainee payroll for up to 60 working days per employee).

Section 1.02 Use of Defined Terms

(A) Terms defined in this Agreement shall have their defined meanings when used herein, and in any document, certificate, report or agreement furnished in connection with this Agreement, unless the context clearly requires otherwise.

(B) Words indicating the singular number shall include the plural number and vice versa, and words of the masculine gender shall include correlative words of the feminine and neutral genders and vice versa, unless the context clearly requires otherwise.

(C) The words "hereof" and "herein" shall be construed to refer to the entirety of this Agreement and shall not be restricted to the particular portion of this Agreement in which they appear.

(D) Section numbers shall refer to sections of this Agreement.

ARTICLE II
AUTHORITY

Section 2.01 State and Local Entity Authority

(A) The State, LED, UL Lafayette and LEDA are granted authority, pursuant to the Act, to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements which may require the use of state funds, personnel or other resources, provided legal guidelines are met and the Economic Benefit is demonstrated to be commensurate with or greater than the investment of funds by said parties. This Agreement is entered into pursuant to the Act, and with the expectation and belief that the
Economic Benefit will exceed the applicable obligations of the State, LED, UL Lafayette and LEDA.

(B) A duly executed resolution or other evidence of the authority of RCF to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement on its behalf, certified by its secretary or other authorized representative, is attached hereto as Exhibit A-1.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit A-2. The Company has also furnished to LED a disclosure of ownership as filed with the Louisiana Secretary of State, and a certificate of authority issued by the Louisiana Secretary of State.

Section 2.03 Other Approvals

(A) The parties hereto acknowledge that certain sources of funding of the State Investment and other State obligations may require approval of the Governor or the Legislature.

(B) The parties hereto acknowledge that the Company’s participation in the Quality Jobs program requires application therefor and approval by the Governor and the Board, and its participation in DM requires application therefor and approval by LED.

(C) The parties hereto acknowledge that UL Lafayette’s obligations under this Agreement must be approved by the UL Board. UL Lafayette will proceed with due diligence and use its best efforts to acquire this approval. If such approval is not obtained by June 27, 2014, this Agreement and all parties’ obligations hereunder shall terminate. This Agreement also is not effective unless approved by the Director of the State’s Office of Contractual Review or the Commissioner of Administration. If such approval is not obtained by August 31, 2014, this Agreement and all parties’ obligations hereunder shall terminate.

(D) The parties hereto acknowledge that some of the ancillary agreements described herein may require approval of other state entities, such as the State’s Office of Contractual Review, the State’s Office of Facility Planning and Control or the UL Board. To the extent such additional approvals are required, the State and UL Lafayette, as appropriate, will proceed with due diligence and use its best efforts to promptly acquire those approvals.

ARTICLE III
REPRESENTATIONS

Section 3.01 State Representations

As a material inducement to the Company to enter into this Agreement, without which it would not have entered into this Agreement, the State makes the following representations:
(A) LED has obtained an economic impact analysis of the Project indicating that the Project will result in a positive return on the State Investment as measured by projected tax revenues.

(B) The obligations of the State under this Agreement are made for the public purpose of generating the Economic Benefit and are part of a bargained for exchange with the Company.

Section 3.02 Company Representations

As a material inducement to the other parties to enter into this Agreement, without which they would not have entered into this Agreement, the Company makes the following representations:

(A) The Company is a duly and legally organized Delaware business corporation, in good standing under the laws of that State and authorized to do business in the State of Louisiana, with all powers and governmental licenses, authorization, qualifications, consents and approvals required to carry on its business in the State as now conducted, and will acquire and possess all such required authority to carry on the business contemplated in this Agreement, including Operation.

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

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

(D) The Company has taken or will take all necessary and proper action to authorize the execution, issuance and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

(E) The execution of this Agreement and any other documents required by this Agreement, and the performance by the Company of its obligations hereunder are within the powers of the Company and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to the Company or any agreements of the Company with any of its creditors.

(F) At the time of execution of this Agreement, the Company is in full compliance with all currently applicable terms and conditions of this Agreement, and no event that would constitute a Default hereunder has occurred or is continuing, and no event, act or omission has occurred or is continuing which with the lapse of time or the giving of notice would constitute a Default.

(G) 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 Company before any court, arbitrator, or administrative or governmental body which could reasonably be expected to result in a material adverse change in the Company’s financial condition or operations, or in the Company’s ability to comply with its obligations hereunder or to participate in the transactions contemplated hereby.
(H) To the best of the Company's knowledge following reasonable inquiry, this Agreement contains no untrue or misleading statement of any material fact. There is no material fact or circumstance known to the Company that adversely affects or, so far as the Company can now reasonably foresee, will adversely affect the condition of the Company or its ability to perform its obligations hereunder, that the Company has not disclosed in writing to LED. All representations made herein by the Company are true and accurate and remain in full force and effect.

ARTICLE IV
OBLIGATIONS

Section 4.01 LED Obligations

(A) Operational Cost Grant. The State through LED shall provide the Company with a performance-based grant of $5.3 Million for Relocation Costs, Workforce Development Costs, and Operation and Maintenance Costs. Notwithstanding the foregoing, $1.0 Million ("Initial Advance") of the $5.3 Million Operational Cost Grant shall be paid in advance within 60 days of approval of this Agreement by the State Office of Contractual Review; subsequent grant payments shall be made on a cost reimbursement basis of $1 from LED for each $1 expended by the Company for such purposes, in accordance with the procedures provided in Section 8.02(B). Documentation supporting the use of the Initial Advance for eligible expenses must be provided to LED during the term of this Agreement; the amount of any shortfall in such documented expenditures shall be deemed to be unearned grant payments and shall be reimbursed by the Company to LED (together with interest at the higher of 5% or the judicial interest rate provided in La.R.S.13:4202 from the date the $1 million advance was paid until the date of reimbursement) no later than 60 days prior to the end of the Employment Period. Payments shall be reduced and forfeited by any reimbursement offset under Section 4.06(C).

(B) Facility Cost Grant. Pursuant to a Facility Agreement, the State through LED shall provide RCF with a grant of $13.1 Million for Facility Costs, to be paid on a cost reimbursement basis of $1 from LED for each $1 expended by RCF or for which RCF owes payment under a binding obligation to expend for such purposes, upon certification of project milestones by the Facility architect and in accordance with the procedures provided in Section 8.02(C).

(C) Land Lease Grant. The State through LED shall provide UL Lafayette with a grant of $400,000 in support of the nominal rate land lease provided in Section 4.05(A), payable within 60 days of approval of this Agreement by the State Office of Contractual Review.

(D) UL Lafayette Grant. Pursuant to an Interagency Cooperative Endeavor Agreement between LED and UL Lafayette, the State through LED shall provide UL Lafayette with a $4.5 Million grant, payable over a ten-year term, for expansion of the School of Computing and Informatics at UL Lafayette to substantially increase the number of annual graduates in computer science and related fields, including a targeted minimum 230% increase of annual bachelor degree graduates in Computer Science and directly related fields (as mutually agreed upon by LED, UL Lafayette and the Company) from academic year 2012-2013 to academic year 2016-17.

(E) LED FastStart. Until the Company's total New Jobs, as that term is defined in this Agreement, exceeds 400, LED will provide, at no cost to the Company, customized workforce support to the Company through the LED FastStart program, including assistance with employee
recruitment, screening, training development and delivery. As part of its FastStart support, the State shall invest at least $550,000 to create, market and manage a high quality job-matching website designed in part to attract qualified information technology professionals to the Company and other Louisiana companies. As this investment will benefit other Louisiana companies and jobseekers, it shall not be considered for any reimbursement purposes under this Agreement, including but not limited to those provided in Section 4.06.

(F) Quality Jobs Program. Based upon representations made by the Company, the Company and its Operation should qualify for the Quality Jobs program (La. R.S. 51:2451, et seq.), and LED agrees to assist with the application process and support approval by the Board and the Governor of the Company’s application for incentive benefits thereunder for up to ten years (an initial five years and a five year renewal), in accordance with the program rules, including cash rebates of a portion of the payroll for qualifying jobs at the Temporary Facility and the Facility, and sales and use tax rebates or investment tax credits consistent with the Enterprise Zone program (La. R.S. 51:1787, et seq.). If the Company submits an application with all required information, and the Board does not approve the Company’s participation in the Quality Jobs program, the Company has the unilateral right to terminate this Agreement. If the State has made any payments of the Operational Costs Grant, the Company must reimburse the State for all payments received in accordance with Section 4.06(C).

(G) Digital Interactive Media and Software Development Incentive Program.

(1) Based upon representations made by the Company, the Company should qualify for DM, and LED agrees to assist with the application process and to support approval by OEID and the Secretary of the Company’s application for incentive benefits thereunder, including tax credits for qualifying expenditures, in accordance with program rules. LED also agrees to make best efforts to meet or exceed its performance benchmark for processing correctly completed submissions for tax credits (currently 45 to 60 days from receipt), although actual processing time is dependent upon the Company’s availability to discuss and supply any additional information needed as well as the overall volume of submissions.

(2) If DM is repealed or the value of the tax credits available thereunder reduced by legislative act, directly reducing the benefit that would have been received by the Company absent the statutory change:

(a) During the initial two Project Years of this Agreement, the Company shall have the unilateral right to terminate this Agreement without penalty or obligation, with the exception of reimbursements in accordance with Section 4.06 of this Agreement.

(b) If the Company chooses not to exercise its unilateral right to terminate, or its time to do so has expired, Required New Jobs and Required New Payroll under Section 4.05(B) shall be reduced by 50% in each Project Year in which such action reduces the DM benefits available to the Company.
(c) To the extent the Company has overpaid its obligations (by making reimbursements under Section 4.06(A)) in any year retroactive to the Effective Date of this Agreement as a result of the repeal of DM or a reduction in the value of tax credits, the Company can use any excess payments as a credit toward its payroll obligations in future years.

(d) In addition to the other rights provided in Section 4.01(G)(2), the Company may also exercise the option (at its sole discretion) to reduce the amount of Facility space leased from RCF by 50%, in which case any non-performance reimbursement or accelerated reimbursement owed by the Company under Section 4.06(A) and (B) shall also be reduced by 24.64%. If the Company exercises this option, RCF may lease any released space to another compatible tenant.

(3) As a condition of receiving the benefits provided in this Agreement, the Company agrees that:

(a) For all DM credits earned from payroll expenditures at the Temporary Facility or the Facility exceeding 25% of Required New Payroll, the Company shall elect to receive an 85% rebate at the time of final certification in accordance with La.R.S.47:6022(E)(2)(b); and

(b) Certification of DM credits may be deferred, for no longer than 30 days after the Company submits all required compliance information, pending determination of Required Baseline Payroll and the percentage of Required New Payroll.

(H) Facility Delay.

(1) In the event occupancy of the Facility is delayed and not provided to the Company (by RCF or a successor entity as provided in Section 7.02(B)(2)) by December 31, 2016, and the $1.1 million grant from LEDA for Temporary Facility Costs has been depleted, the State through LED shall pay the Temporary Facility Costs incurred from January 1, 2017 through June 30, 2017.

(2) In the event occupancy of the Facility is further delayed and not provided to the Company by June 30, 2017, the Company may, at its option:

(a) Terminate this Agreement without penalty or obligation, with the exception of reimbursements in accordance with Section 4.06(A) and (B) of this Agreement, with the rate reduced by 49.17%; or

(b) Continue Operation in accordance with the terms of this Agreement with the following exceptions:

(i) The rate used to calculate any non-performance reimbursement and accelerated reimbursement owed by the Company under Section 4.06(A) and (B) shall be reduced by 49.17%,
(ii) The Company shall have no obligation to enter into a Facility Lease Agreement as provided in Section 4.04(B) and may select a new location within Lafayette Parish as the Facility in which it shall continue Operation.

Section 4.02 LEDA Obligations

By December 31, 2014 LEDA shall provide the Company with occupancy of the Temporary Facility (selected with the joint approval and consent of LEDA and the Company) until completion and occupancy of the Facility, at no cost to the Company. For this purpose LEDA shall provide $1.1 Million for Temporary Facility Costs; any balance of the $1.1 Million remaining after payment of such costs shall be available for Relocation Costs, furniture and equipment, to be paid to the Company on a cost reimbursement basis of $1 from LEDA for each $1 expended by the Company for such purposes, in accordance with procedures substantially similar to those provided for State grant reimbursements under Section 8.02(E). Payments shall be reduced and forfeited by any reimbursement offset under Section 4.06. At LEDA’s option, it may transfer the funds available for Relocation Costs to LED, to be disbursed by LED in accordance with this Section.

Section 4.03 UL Lafayette Obligations

(A) Land Lease. UL Lafayette shall lease the Facility site to RCF for the purpose of construction and lease of the Facility to the Company for Operation, for a period coterminous with the Company’s lease from RCF pursuant to Section 4.03(B), including any extensions thereof, at the nominal lease rate of $1 per year. The terms of the land lease shall be set forth in a separate Land Lease Agreement. Upon termination of the Facility Lease Agreement, the Land Lease shall revert to UL Lafayette.

(B) Facility Ownership. UL Lafayette agrees that RCF shall own the Facility throughout the term of this Agreement. However, UL Lafayette reserves the right to take ownership of the Facility at any time, subject to the Company’s lease, and RCF shall convey ownership of the Facility to UL Lafayette within 60 days of written request by UL Lafayette.

(C) Community Development Block Grant Support. The State anticipates funding a significant portion of the State Facility Cost Grant with State-dedicated Community Development Block Grant funds, and UL Lafayette agrees to support and assist the State in its application therefore.

Section 4.04 RCF Obligations

(A) Facility Construction. Using the State Facility Cost grant provided in Section 4.01(B), RCF shall proceed with due diligence enter into the agreed upon Land Lease Agreement with UL Lafayette, construct the Facility in substantial compliance with specifications and requirements developed in collaboration with the Company and set forth in the Facility Agreement, and provide occupancy of the Facility to the Company no later than January 1, 2016. Prior to the start of construction and the receipt of any State funds, RCF shall obtain the usual and customary payment and performance bond for the protection of the State and RCF, guaranteeing completion of the Facility. RCF shall require maximum price guarantees in contracting for the construction
of the Facility, which shall be within the State Facility Cost grant funds available for this purpose.

(B) **Facility Lease.** RCF shall own and operate the Facility throughout the term of this Agreement (subject to a transfer of Facility ownership pursuant to Section 4.03(B)), and shall lease the Facility to the Company at the nominal lease rate of $1 per year plus Operation and Maintenance Costs (a triple-net lease, but with the intent that the property improvements will be exempt from property taxes by virtue of RCF’s ownership for its charitable and educational purposes) for a ten-year term beginning on the date of occupancy, with two five-year extension options exercisable by the Company thereafter at the initial lease rate of $7.00 per square foot, increasing by $1.00 per square foot per year (plus Operation and Maintenance Costs) for the first five year extension, and $2.50 per square foot per year (plus Operation and Maintenance Costs) for the second five year period. The terms of the Facility lease shall be set forth in a separate Facility Lease Agreement. A Default under this Agreement shall constitute a default under the Facility Lease Agreement. The Company shall be provided the right to review and collaborate in final building designs for the assessed impact to Operation and Maintenance costs. The intent of the parties is to provide a building that meets the Company’s business needs in a manner that minimizes Operation and Maintenance costs as feasible, at a cost not exceeding the funds provided by this Agreement.

(C) **Community Development Block Grant Support.** The State anticipates funding a significant portion of the State Facility Cost Grant with State-dedicated Community Development Block Grant funds, and RCF agrees to support and assist the State in its application therefore.

**Section 4.05 Company Obligations**

(A) **Operation.** The Company shall commence Operation in the Temporary Facility by December 31, 2014 or when the Temporary Facility is ready for occupancy, whichever is later. For each month after December 31, 2014 in which the Temporary Facility is not ready for occupancy, the Company’s deadline to commence Operation and the commencement of the Employment Period shall be delayed one month. When the Facility is ready for occupancy, the Company shall continue Operation of the Facility throughout the Employment Period.

(B) **Required Jobs and Required Payroll.**

(1) During each Project Year, the Company shall maintain Jobs and Payroll as follows:
<table>
<thead>
<tr>
<th>Project Year</th>
<th>Required Baseline Jobs *</th>
<th>Required Baseline Payroll **</th>
<th>Required New Jobs</th>
<th>Required New Payroll</th>
<th>Total Jobs</th>
<th>Total Payroll</th>
</tr>
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<tbody>
<tr>
<td>2015</td>
<td>100</td>
<td>$6.3 M</td>
<td>100</td>
<td>$5.2 M</td>
<td>200</td>
<td>$11.5 M</td>
</tr>
<tr>
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<td>200</td>
<td>$10.6 M</td>
<td>300</td>
<td>$17.0 M</td>
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<tr>
<td>2017</td>
<td>100</td>
<td>$6.6 M</td>
<td>300</td>
<td>$16.2 M</td>
<td>400</td>
<td>$22.8 M</td>
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<td>$6.7 M</td>
<td>400</td>
<td>$22.1 M</td>
<td>500</td>
<td>$28.8 M</td>
</tr>
<tr>
<td>2019</td>
<td>100</td>
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<td>400</td>
<td>$22.5 M</td>
<td>500</td>
<td>$29.3 M</td>
</tr>
<tr>
<td>2020</td>
<td>100</td>
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<td>400</td>
<td>$23.0 M</td>
<td>500</td>
<td>$30.0 M</td>
</tr>
<tr>
<td>2021</td>
<td>100</td>
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<td>400</td>
<td>$23.4 M</td>
<td>500</td>
<td>$30.5 M</td>
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<td>$23.9 M</td>
<td>500</td>
<td>$31.1 M</td>
</tr>
<tr>
<td>2023</td>
<td>100</td>
<td>$7.4 M</td>
<td>400</td>
<td>$24.4 M</td>
<td>500</td>
<td>$31.6 M</td>
</tr>
<tr>
<td>2024</td>
<td>100</td>
<td>$7.5 M</td>
<td>400</td>
<td>$24.9 M</td>
<td>500</td>
<td>$32.4 M</td>
</tr>
</tbody>
</table>

* or if greater, actual Baseline Jobs for prior year

** or if greater, actual Baseline Payroll for prior year, increased by 2% per year thereafter

(2) Baseline Payroll and New Payroll paid from the Effective Date through December 31, 2014 may be applied toward Required Baseline Payroll and Required New Payroll, respectively, for Project Year 2015.

(3) Failure to maintain any element of Required Baseline Jobs, Required Baseline Payroll or Required New Jobs shall not be considered a Default if Required New Payroll is met or nonperformance reimbursement for any shortfall in Required New Payroll is timely made in accordance with Section 4.06(A).

(4) If the Company exceeds Required New Payroll in any Project Year, the Company will receive a credit for the excess on a dollar-for-dollar basis, which may be applied as New Payroll toward Required New Payroll in any future Project Year in which a shortfall occurs.

(5) The Company shall begin the Employment Period with a payroll credit of $5.9 Million, which may be applied as New Payroll to Required New Payroll in an amount of up to 50% of Required New Payroll in any future Project Year in which a shortfall occurs.

(C) Security. The Company has provided the State with an executed guaranty from its parent corporation in a form satisfactory to the State.

(D) No Other State Incentives. Except as provided herein (including the Quality Jobs Program and DM), during the Employment Period the Company shall not receive any other incentive administered by LED that is based directly upon any Payroll or associated Jobs for which the Company is obligated or has received benefits for under this Agreement, including but not limited to the Louisiana Research and Development Tax Credit Program (La.R.S.47:6015).

(E) Louisiana Preference. To the extent allowed by law, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors and subcontractors in connection with the establishment and Operation of the Facility, provided such entities are competitive in price, quality and delivery; however, the Company retains ultimate discretion over such decisions.
(F) **Non-Discrimination.** The Company agrees to abide by the requirements of the following laws (as amended), to the extent applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; the Uniformed Services Employment and Reemployment Rights Act of 1994; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. The Company agrees that, to the extent required by law, it shall not discriminate in its employment practices and shall render its services without discrimination, and without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 4.06 **Reimbursement**

(A) **Nonperformance Reimbursement.**

(1) If the Company fails to meet Required New Payroll in any Project Year, after any credits are applied, the Company shall reimburse the State an amount equal to 9.0% of the shortfall.

(2) If the Company fails to maintain at least 50% Out-of-State Sales in any Project Year, the Company shall reimburse the State at the percentage rate provided in Section 4.06(A)(1), but with New Payroll for the subject Project Year deemed to be $0.

(B) **Accelerated Reimbursement.** If this Agreement is terminated by the State for cause pursuant to Section 7.02(B), then in addition to any non-performance reimbursement that may be due for a prior or the current Project Year, and in lieu of any non-performance reimbursement in future Project Years, the Company shall vacate the Facility within 180 days of the termination, and shall pay the State the following accelerated reimbursement amount, minus any amount of the grant funds not yet paid and any available credits for excess Required New Payroll, based on the Project Year in which the termination occurs:

<table>
<thead>
<tr>
<th>Project Year</th>
<th>Accelerated Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$12.6 million</td>
</tr>
<tr>
<td>2016</td>
<td>$12.6 million</td>
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<tr>
<td>2017</td>
<td>$12.6 million</td>
</tr>
<tr>
<td>2018</td>
<td>$12.2 million</td>
</tr>
<tr>
<td>2019</td>
<td>$10.8 million</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Year</th>
<th>Accelerated Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$9.3 million</td>
</tr>
<tr>
<td>2021</td>
<td>$7.7 million</td>
</tr>
<tr>
<td>2022</td>
<td>$6.0 million</td>
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<td>2023</td>
<td>$4.1 million</td>
</tr>
<tr>
<td>2024</td>
<td>$2.1 million</td>
</tr>
</tbody>
</table>

(C) **Reimbursement procedure.** In the event of a shortfall year or an event constituting other grounds for reimbursement, after application of any credit balance, the Company's reimbursement obligations shall first be made by reducing and forfeiting any annual grant payment due. Any reimbursement remaining due after such offset shall be paid by the Company within 60 days of the end of the shortfall year or the event constituting other grounds for reimbursement. If reimbursement is not paid at that time interest at the higher of 5% or the judicial interest rate provided in La.R.S.13:4202 shall accrue from that date forward until the reimbursement and interest are fully paid. At the discretion of LED any amount due may be offset against any State obligation.
owed to the Company. These reimbursement provisions are not intended by the parties to be a forfeiture or penalty clause, but instead are negotiated by the parties in order to protect the State and its expected economic return on its investment.

(D) LEDA disbursement. Upon receipt of reimbursement payment pursuant to this Section, LED shall disburse a pro rata share to LEDA, based upon its share of the State Investment made.

ARTICLE V
APPROPRIATION

Section 5.01 Nonappropriation

All State obligations under this Agreement shall be subject to appropriation by the Legislature of sufficient funds therefor and the availability of funds following Legislative appropriation, and subject to termination or reduction due to unavailability of funding. The State agrees to request that the Executive Budget include the funds necessary for the State Investment and to use its best efforts to effect the necessary Legislative appropriations, but makes no representations, warranties or covenants, express or implied, that the Legislature will make such appropriations.

Section 5.02 Suspension during Nonappropriation

A failure by the Legislature to timely appropriate sufficient funds for the State Investment, or a reduction of such an appropriation required by law, shall not constitute an event of default under this Agreement, and this Agreement shall continue in full force and effect as if the appropriation had been made. However, such failure or reduction shall suspend the Company’s duty to fulfill its obligations set forth in Section 4.05 and Section 4.06 (but not any obligation to reimburse the State attributable to a time period during which the State met its funding obligations) until the State is current on its payments, at which time all Company obligations hereunder shall be effective as if no suspension had occurred (except no interest shall be assessed on any reimbursement attributable to the suspension period). Any such suspension shall not extend the Employment Period.

Section 5.03 Termination or Extension for Nonappropriation

If such suspension continues for more than an entire Project Year, the Company may elect in its sole discretion to either terminate this Agreement, or to extend this Agreement forward in one year increments equal to the suspension period, including any pending deadlines for commencement of Operation and Required Capital Expenditures, the Employment Period and schedule for future year Required Jobs and Required Payroll, and the term of this Agreement. Upon such termination, the parties shall have no further obligations under this Agreement, except any obligation to reimburse the State attributable to a time period during which the State met its funding obligations.
ARTICLE VI
ASSIGNMENT AND TRANSFER

The Company shall not Assign this Agreement, or transfer ownership of or controlling interest in the Company or substantially all of its assets, without the prior written consent of LED, which consent shall not be unreasonably withheld and shall be based on ensuring a successor of equivalent financial stability and staffing capability so as to secure the intended Economic Benefit. Prior to any such assignment or transfer, the Company shall provide LED with the assignment or transfer document, which shall include provisions maintaining the liability of the Company under this Agreement and shall be in a form and substance satisfactory to LED. However, the Company may make such an assignment or transfer to an Affiliate, without the prior written consent of LED, provided that no such assignment or transfer shall constitute a release of the Company from its obligations hereunder without the written consent of LED.

ARTICLE VII
DEFAULT

Section 7.01  Default

(A) Subject to the right to cure as provided in Section 7.02(A)(2) and Force Majeure as provided in Section 7.04, the occurrence of any of the following actions during the term of this Agreement shall constitute a Default by the Company:

(1) Failure to commence Operation as required by Section 4.05(A);

(2) Cessation of Operation;

(3) Assignment or transfer not complying with Article VI;

(4) Failure to satisfy Required New Payroll obligations as provided in Section 4.05(B) without timely payment of reimbursement as provided in Section 4.06(A);

(5) Failure to reimburse unearned grant payments as provided in Section 4.01(A);

(6) Material failure to comply with monitoring, reporting or audit obligations as required by Article VIII; or

(7) Commencement of a bankruptcy (liquidation or reorganization) or dissolution proceeding by or against the Company.

(B) Subject to the right to cure as provided in Section 7.02(A)(2) and Force Majeure as provided in Section 7.04, the occurrence of any of the following actions during the term of this Agreement shall constitute a Default by LED:

(1) Failure to provide Funding as required by Section 4.01(A);

(2) Failure to provide customized workforce support to the Company as required by Section 4.01(E);
(C) Subject to the right to cure as provided in Section 7.02(A)(2) and Force Majeure as provided in Section 7.04, the occurrence of any of the following actions during the term of this Agreement shall constitute a Default by LEDA:

(1) Failure to provide the Company with a Temporary Facility pending completion and occupancy of the Facility, at no cost to the Company, in accordance with Section 4.02.

(D) Subject to the right to cure as provided in Section 7.02(A)(2) and Force Majeure as provided in Section 7.04, the occurrence of any of the following actions during the term of this Agreement shall constitute a Default by RCF:

(1) Failure to provide the Company with occupancy of the Facility by January 1, 2016, in accordance with Section 4.04(A).

Section 7.02 Default Remedies

(A) Upon the occurrence of a Default:

(1) The non-defaulting party shall provide the defaulting party with written notice specifying the Default; and

(2) If the Default is susceptible to correction, the defaulting party shall have a 30-day period from the date of notice within which to cure the Default.

(3) State payments to the Company shall be suspended during any period of Default.

(B) After such notice, and, if applicable, expiration of the 30-day cure period without correction of the Default:

(1) In the case of Default by any party other than RCF, the non-defaulting party may terminate this Agreement for cause, and all non-defaulting parties may protect and enforce their rights by suit or other appropriate legal or equitable remedy available by law.

(2) In the case of Default by RCF, the State may terminate RCF's rights under this Agreement for cause and replace RCF with another party hereto or another entity assuming RCF's rights and obligations hereunder, subject to UL Lafayette and UL Board approval, with notice of such replacement to the Company, and such party or entity shall provide occupancy of the Facility to the Company no later than December 31, 2016.

Section 7.03 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any party upon any breach of this Agreement by any party 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 7.04 Force Majeure

(A) Upon occurrence of an event of Force Majeure, a party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the State within thirty days of such occurrence. Time being of the essence, the party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied or repaired, or otherwise no longer prevent performance of the Party’s obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended (including the parties’ right to terminate the agreement for default), except any Company obligation to pay reimbursements arising prior to the event of Force Majeure, and the Employment Period and relevant Project Years shall be extended to the extent of such suspension.

(C) The affected party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure, and within 60 days of the occurrence of the event of Force Majeure shall provide the other with a report showing the efforts made and to be made to remedy or mitigate the effects, and a timetable to return to full performance.

ARTICLE VIII
MONITORING; REPORTS; AUDIT

Section 8.01 Contract Monitoring

(A) The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED’s representative and liaison between LED and the Company, and to monitor the achievement of the Goals, Objectives, and Performance Measures of this Agreement.

(B) The Company, LEDA and RCF agree to LED’s monitoring through the Contract Monitor of: (1) the establishment of the Temporary Facility; (2) Capital Expenditures for the Facility; (3) creation and maintenance of Jobs, Payroll; (4) Out-of-State Sales; (5) use of Louisiana manufacturers, suppliers, contractors and subcontractors, and (6) compliance with the obligations of said parties under this Agreement. Such monitoring may include review of documents and Facility inspections, and will be documented in writing.

(C) Any approval by the Contract Monitor required by this Agreement may be provided by the Secretary or his designee. The Secretary reserves the right to deny approval or countermand an approval by the Contract Monitor. The Company may request review by the Secretary of any dispute arising under this Agreement or may elect to file a claim in compliance with section 12.03 and 12.04.
Section 8.02 Reports

(A) Project Budget. The Project Budget is attached hereto as Exhibit B. If the estimated Project Costs or the schedule of expenditure of such Project Costs should materially change at any time, the party responsible for the changed expenditures shall immediately submit a revised Project Budget to the Contract Monitor showing such changes. The State Investment shall not be increased nor payment thereof accelerated by any such revision.

(B) Progress Reports. As a means of substantiating attainment of the Goals and Objectives of this Agreement, both RCF and the Company shall submit Progress Reports to the Contract Monitor, in the general form of Exhibit C attached hereto, on a calendar semiannual basis until such time as the construction and equipping of the Facility has been completed and occupancy delivered, the Facility is in Operation, and the State Investment has been made.

(C) Quarterly Payroll Reports. Upon filing its Quarterly Report of Wages Paid with the Louisiana Workforce Commission, the Company shall deliver a copy thereof to the Contract Monitor.

(D) Annual Certification of Compliance. Within 60 days following the end of each Project Year, the Company shall deliver to the Contract Monitor a sworn Certification of Compliance, in the general form of Exhibit D attached hereto, specifically verifying the extent of compliance with Required Jobs, Required Payroll and Total Required Jobs, with supporting documentation. All original documentation supporting the Certification of Compliance shall be maintained by the Company for the period ending three years after expiration of the Employment Period or termination of this Agreement, whichever is earlier, and shall be subject to audit as hereinafter provided.

(E) Cost Reports. The Company shall request reimbursement payments in accordance with Section 4.01(A) and the Project Budget by submitting to the Contract Monitor, at least annually but not more frequently than monthly, a Cost Report, in the general form of Exhibit E attached hereto, reasonably documenting its expenditures for Relocation Costs and Workforce Development Costs, including supporting documentation as may be reasonably requested by the Contract Monitor (such as invoices, checks and other appropriate records reflecting costs incurred, and a spreadsheet showing approved cost categories, invoice dates, invoicing companies, invoice amount, and a brief description of the items or services purchased). The Contract Monitor shall approve or upon good cause deny cost reimbursement within 30 days of receipt of adequate documentation and the compliance documentation required by Section 8.02(D) for the prior year(s). Upon approval by the Contract Monitor, invoices shall be paid within 30 days. All original documentation supporting the Cost Reports shall be maintained by the Company for the period ending three years after expiration of the Employment Period or termination of this Agreement, whichever is earlier, and shall be subject to audit as hereinafter provided.

(F) Out-of-State Sales. Upon filing its Income and Franchise Tax Return with the Louisiana Department of Revenue, the Company shall deliver a copy of Schedule N and Schedule Q thereof to the Contract Monitor. Upon request by LED, the Company shall request the Louisiana Department of Revenue provide this information directly to LED.
(G) **Other Documentation.** During the term of this Agreement the Company shall provide to the Contract Monitor any other requested documentation which may be reasonably required to monitor and confirm compliance with the Company’s obligations hereunder, and achievement of the Goals and Objectives of this Agreement.

**Section 8.03 Audit**

(A) Within 90 days of request by LED (which request shall be made only upon good cause, where the reports required under Section 8.02 are materially insufficient for LED to confirm compliance) and no more frequently than annually, the Company shall deliver to the Contract Monitor a certified limited scope audit by an independent certified public accountant, in accordance with applicable auditing standards generally accepted in the United States, and any agreed upon procedures permitted by LED, of all books and records of the Company (and Affiliates, as applicable) relating to and documenting compliance with the Company’s obligations under this Agreement, including verification of all items included in the certification required by Section 8.02(D).

(B) The Company shall make all of its books and records (and those of Affiliates, as applicable) relating to and documenting compliance with the Company’s obligations under this Agreement available to LED for audit upon request, and to the Louisiana Legislative Auditor as may be required by law. To the extent permitted by law, all information provided shall be treated as confidential and privileged information, and if permitted by law such information shall not be disclosed to third parties without the Company’s consent.

**Section 8.04 Confidential Proprietary or Trade Secret Information.**

All records containing proprietary or trade secret information that the Company intends to be maintained by LED as confidential pursuant to La.R.S.44:3.2 shall be submitted with a cover sheet that provides in bold type “DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION”, and with each instance of information which the company believes to be proprietary or trade secret information clearly marked.

**ARTICLE IX**

**LIABILITY**

**Section 9.01 No Personal Liability**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, 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.

**Section 9.02 Indemnification**

(B) The Company hereby agrees to protect, defend, indemnify, save and hold harmless the State, LED and all State departments, agencies, boards and commissions, its officers, agents,
servants and employees, including volunteers, from and against any and all claims (even if such claims are groundless, false or fraudulent), 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 act or omission of the Company, its agents, servants or employees relating to this Agreement, and from any and all resulting costs, expenses, and attorney fees incurred by the Company, except for those claims, demands, expenses and liability arising out of the wrongful acts of the State, its departments, agencies, boards, commissions, agents, representatives, or employees.

(C) The State, LED and LEDA hereby agree to protect, defend, indemnify, save and hold harmless the Company, its subsidiaries, affiliates, parents, officers, agents, directors, servants and employees, including volunteers, from and against any and all claims (even if such claims are groundless, false or fraudulent), 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 act or omission of the State, LED and all State departments, agencies, boards and commissions, its agents, servants or employees relating to this Agreement, and from any and all resulting costs, expenses, and attorney fees incurred by the Company, except for those claims, demands, expenses and liability arising out of the wrongful acts of the Company, or its employees or agents.

Section 9.03 Tax Liability

The Company agrees that the responsibility for the payment of any taxes due to the funds received under this Agreement shall be the Company's obligation, identified under its Federal Tax Identification Number which has been provided to LED.

Section 9.04 Limitation of Liability

No Party shall be liable to any other Party for any third party claims or for any lost profits, loss of business, or other consequential, special, incidental, indirect, exemplary or punitive damages arising out of or related to this Agreement, even if the Party has been advised of the possibility of such damages. The provisions of this Section shall survive termination or expiration of this Agreement.

ARTICLE X
PRIOR AGREEMENTS

Any prior Memorandum of Understanding or other offers or agreements between the parties hereto relating to the Project are superseded by this Agreement and shall cease to be in effect upon the Effective Date hereof.

ARTICLE XI
TERM

The term of this Agreement shall extend from the Effective Date through the last day of the Employment Period. This Agreement shall remain in effect thereafter to the extent necessary to
enforce any payments owed by any party to the Company or any reimbursements owed by the Company to the State.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 12.02 Counterpart

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

Section 12.03 Choice of Law

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

Section 12.04 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, 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; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 12.05 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; or (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery. All such communications shall be delivered to officer (or their successor) at the address set forth below, or to such other address as may be designated by such party in written notice to the other party.
To the State:

Kristy Nichols, Commissioner of Administration
Division of Administration
P.O. Box 94095, Baton Rouge, LA 70804-9095 (USPS mail)
Claiborne Bldg., 7th Floor, 1201 North 3rd Street; Baton Rouge, LA 70802 (Delivery)
Telephone: (225) 342-7000
Fax: (225) 342-1057

To LED:

Stephen M. Moret, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (U.S.P.S. mail)
Capitol Annex, Room 229; 1051 North 3rd Street; Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000
Fax: (225) 342-9095

To UL Lafayette:

Jerry Luke LeBlanc
Vice President of Administration & Finance
University of Louisiana at Lafayette
P.O. Drawer 41008
Lafayette, Louisiana 70504
Telephone: (337) 482-6203
Fax: (337) 482-6201

To RCF:

Nick Gachassin, Jr.
c/o Gachassin Law Firm
200 Corporate Blvd., Suite 103
Lafayette, Louisiana 70508
Tel: (337) 235-4576
Fax: (337) 235-5003

To LEDA:

Gregg Gothreaux, President and CEO
Lafayette Economic Development Authority
211 E. Devalcourt Street
Lafayette, LA 70506
Telephone: (337) 593-1400
Fax: (337) 234-3009
To the Company:

Michelle D. Hertz, Esq.
Vice President, General Counsel and Corporate Secretary
CGI Federal Inc.
12601 Fair Lakes Circle
Fairfax, VA 22033

Section 12.06 Severability

To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 12.07 Amendment

This Agreement may be amended only upon the written consent and approval of all parties, and the approval of the Director of the State’s Office of Contractual Review or the Commissioner of Administration.

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed in seven originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

CGI FEDERAL INC.

By: James B. Peake, President
Date: 4/28/2014

(1) [Signature]

Printed Name

(2) [Signature]

Printed Name

Stacy S. Tomack
WITNESSES:

(1) Michael Perioci  
Signature  
Printed Name

(2)  
Signature  
Printed Name
WITNESSES:

(1) [Signature]

Printed Name: [Name]

(2) [Signature]

Printed Name: [Name]

LAFAYETTE ECONOMIC DEVELOPMENT AUTHORITY

By: [Signature]

Chad Hanks, Chairman

Date: 4/28/14

WITNESSES:

(1) [Signature]

Printed Name: [Name]

(2) [Signature]

Printed Name: [Name]

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: [Signature]

Stephen Moret, Secretary

Date: 4/28/14

LED CONTRACT MONITOR:

[Signature]

Printed Name: [Name]

Date: [ ]

- 28 -
WITNESSES:

(1) ____________________________
Signature

_______________________________
Printed Name

(2) ____________________________
Signature

_______________________________
Printed Name

STATE OF LOUISIANA

By: _________________________________
   Kristy Nichols,
   Commissioner of Administration

Date: _______________________________
EXHIBIT A-1

(RCF Authorizing Resolution)
EXHIBIT A-2

(Company Authorizing Resolution)
EXHIBIT B

(Project Budget)
EXHIBIT C

PROGRESS REPORT

Company Name: ____________________________
Address: ________________________________
Telephone/E-mail: ________________________

Project: __________________________________

Progress Report for: ________________ (applicable time period)

1. What progress has been made on the Project during this period?

2. What percentage of the Project has been completed to date? __________

3. Estimated completion date: __________

4. Is the Project on schedule for completion? _____ If not, provide explanation.

5. Capital Expenditures for the Facility as of _____: $ ________________

6. Please provide any other related information (any concerns, problems, milestones or additional achievements):


I hereby certify that, to the best of my knowledge following reasonable inquiry, the information herein provided is true and correct, and in compliance with applicable law and the terms of the Cooperative Endeavor Agreement between the Company and LED.

_________________________________________  ____________________
Company Authorized Representative (Signature)  Date

_________________________________________
Printed Name & Title
EXHIBIT D

CERTIFICATION OF COMPLIANCE
Project Year 2014
(1/1/14 – 12/31/14)

Company: ___________________________ CFMS # _____________

Facility: ___________________________ Effective Date: _______

On behalf of the above named company, for the purpose of verifying compliance with the requirements of the above referenced Cooperative Endeavor Agreement, the undersigned representative certifies that to the best of his knowledge, after making reasonable inquiry, the following information is true and correct for the above referenced Facility and Project Year:

1. Operation of the Facility: ☐ has not commenced; ☐ commenced _______________

2. Required Jobs and Required Payroll: See attached report for Baseline/New Jobs/Payroll.

3. [insert other performance requirements]

Thus done and signed before the undersigned Notary Public, on the ____ day of ________________, 2014, in ________________, Louisiana.

CGI Federal, Inc.

__________________________    ________________________
Notary Public (signature)        (signature)

__________________________    ________________________
(Notary Public printed name)    (printed name)

Title: ___________________________
Instructions:
1. Must be signed by a key employee of the company (executive or senior level officer, project site manager, or equivalent rank).
2. Attach Required Jobs and Required Payroll Report for the relevant Project Year.
3. Provide any other supporting documentation requested by the Contract Monitor.
4. Return original to: Shawn Welcome
   Director of Contract Performance
   Louisiana Economic Development
   Post Office Box 94185
   Baton Rouge, Louisiana 70804-9185

Relevant CEA Definitions:
"Facility" means . . . . . .
"Operation" means . . . . .
"Job" means . . . .
"Required Jobs" means . .
"Payroll" means . .
"Required Payroll" means . .
EXHIBIT E

COST REPORT

Company Name: 
Address: 
Telephone/E-mail: 

Cost Report for: __________________________ (applicable time period)

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Grant Amount</th>
<th>Reimbursement to Date</th>
<th>Requested Reimbursement</th>
<th>Remaining Balance</th>
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<td>Totals:</td>
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</tbody>
</table>

I hereby certify that the costs shown in this Cost Report are true and correct, have been incurred, and reimbursement is now due, in accordance with the terms of the cooperative Endeavor Agreement between the Company and LED, and applicable law.

Company Authorized Representative (Signature & Title) ____________________________ (Date) ______________

Print/Type Name & Title

Attach to and submit with this Cost Report: Adequate supporting documentation (invoices, checks or other appropriate records reflecting expenses incurred), and a spreadsheet showing invoice date, vendor/contractor name, dollar amount, and a brief description of items or services purchased.
GUARANTY

NOW comes CGI GROUP INC. ("Guarantor"), a Canadian corporation duly organized under the laws of that nation, acting through the undersigned duly authorized officer, and appearing solely for the purpose of entering into this Guaranty.

WHEREAS, the State through LED has entered into a cooperative endeavor agreement ("Agreement") with CGI Federal Inc. ("Company"), providing for performance-based incentive payments to the Company, and for reimbursement of those payments in the event of failure to perform;

WHEREAS, a condition of the State and LED entering into the Agreement is the agreement of Guarantor, as the parent company of the Company, to guaranty timely payment of any reimbursement that may become due under the Agreement;

WHEREAS, Guarantor represents that it has all the requisite power and authority to enter into this Guaranty and to carry out the terms hereof; and the undersigned person, as the authorized representative of Guarantor, has the authority to execute this Guaranty and to bind Guarantor to all of the terms of this Guaranty;

THEREFORE, IT IS AGREED:

(1) In consideration of, and as cause for, the State and LED entering into the Agreement and providing incentive payments to the Company, and in consideration of the indirect benefits thereby accruing to Guarantor, Guarantor does hereby guarantee to the State and LED prompt and full payment of the reimbursement obligations of the Company under Section 4.06 of the Agreement, in solido. This is a continuing guaranty of payment of all nonperformance and accelerated reimbursements as they may become due. Guarantor shall make such payments within 30 days after receiving notice from LED that the Company has failed to make timely payment in accordance with the Agreement.

(2) Guarantor shall be entitled to all rights, privileges, and defenses available to the Company under the Agreement or otherwise. Any liability of Guarantor under this Guaranty shall be coextensive with, but not in excess of, any liability of the Company to the State and LED under the Agreement. Guarantor's obligations and liability under this Guaranty (whether in the aggregate or individually) shall under no circumstances exceed those of the Company under the Agreement or otherwise.

(3) This Guaranty shall be construed in accordance with and governed by the laws of the State of Louisiana.

(4) The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation or other proceeding between the parties that may arise out this Guaranty or the Agreement; and all parties to this Guaranty submit themselves to the jurisdiction of said Court for purposes of such legal proceedings.
(5) Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (i) hand-delivered by courier, with signed receipt; (ii) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; (iii) delivered by private, commercial carrier, such as Federal Express, with signature for delivery; or (iv) sent by telegram, electronic facsimile transmission or other similar form of rapid transmission confirmed by written notice sent (by one of the first three methods described above) at substantially the same time as such transmission. All such communications shall be delivered to the address set forth below, or to such other address as may be designated by such party in written notice to the other party.

To the State/LED:

Stephen M. Moret, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (U.S.P.S. mail)
Capitol Annex, Room 229; 1051 North 3rd Street; Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000
Fax: (225) 342-9095

To Guarantor:

Benoit Dube
Chief Legal Officer
1350 René-Lévesque Boulevard West, 15th floor
Montreal, Quebec, H3G 1T4
Telephone: (514-841-3244
Fax: (514) 841-3299

(6) This Guaranty may be revoked or amended only upon the written consent and approval of all parties.

(7) This Guaranty may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Guaranty.

(8) A duly executed resolution or other evidence of Guarantor’s authority to enter into this Guaranty and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Guaranty on behalf of Guarantor, certified by the secretary or other authorized representative of Guarantor, is attached hereto.
IN WITNESS WHEREOF, this Guaranty has been signed in duplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

(1) __________________________
Signature
______________________________
Printed Name

(2) __________________________
Signature
______________________________
Printed Name

GUARANTY ACCEPTED:

WITNESSES:

CGI GROUP INC.
By: __________________________
   David Anderson, Chief Financial Officer
Date: _________________________

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: __________________________
   Stephen Moret, Secretary
   Anne G. Villa, Undersecretary
Date: _________________________
Item G.5. University of Louisiana at Monroe’s request for approval to extend the term of existing lease agreements with ULM Facilities, Inc. to allow for the refinancing/restructuring of existing debt for capital improvements at Malone Football Stadium.

EXECUTIVE SUMMARY

The University is requesting Board approval to extend the lease term for an existing Ground Lease Agreement and the existing Facilities Lease Agreement with ULM Facilities, Inc. for ULM’s Malone Football Stadium. The existing lease agreements are set to expire in March 2016. The University is requesting approval to extend these lease agreements until June 2024. The purpose of extending the term of these lease agreements is to allow for the refinancing and restructuring of existing debt that was used for funding capital improvements to Malone Football Stadium.

Currently there is an outstanding loan totaling $1,350,000 that includes a final balloon payment of $1,050,000 due upon maturity on March 11, 2016. It was anticipated that the balloon payment would be re-amortized when the loan was made.

We are proposing to restructure the outstanding Taxable loan with a new Tax Exempt bond issue that will have a final maturity of 10 years (June 2024). The current annual debt service on the loan is $258,000. After the refunding/restructuring, the new annual debt service will be approximately $218,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request to extend the term of existing lease agreements with ULM Facilities, Inc. to allow for the refinancing/restructuring of existing debt for capital improvements at Malone Football Stadium.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Monroe is hereby authorized to execute any and all documents necessary to execute said lease amendment.

AND FURTHER, that UL System staff and legal counsel shall review and ensure that all administrative and legal issues have been addressed prior to execution of the final document.
May 27, 2014

Dr. Sandra Woodley  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

RE: University of Louisiana at Monroe (ULM)  
Request to Approve Lease Term Extensions to Allow for Refinancing of Existing Debt  
for Athletic Projects  
June 27, 2014 ULS Board Meeting

Dear Dr. Woodley,

The University of Louisiana at Monroe is requesting approval to extend the term of existing lease agreements with ULM Facilities, Inc. to allow for the refinancing / restructuring of existing debt for capital improvements at ULM’s Malone Football Stadium. I have enclosed an executive summary providing detailed information on this project. Please include ULM’s request for approval on the June 27, 2014 Board meeting agenda.

Should you have any questions or need further information please contact Dr. William Graves, ULM Chief Business Officer. Dr. Graves may be reached by phone at 318-342-1961 or by email at graves@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.  
President

cc: Dr. William Graves, ULM Chief Business Officer  
Jason Roubique, ULM Director of Facilities Management and EHS  
Robbie Robinson, UL System Vice President for Business and Finance
AMENDMENT TO AGREEMENT TO LEASE
WITH OPTION TO PURCHASE

This AGREEMENT TO LEASE WITH OPTION TO PURCHASE AMENDMENT (the "Amendment") dated as of [_______2014], is entered into by and between University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, R. Scott McDonald (the "Corporation"), and the Board of Supervisors for the University of Louisiana System (the "Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Monroe (the "University"), which Board is represented herein by Nick J. Bruno, President of the University, duly authorized.

WITNESSETH

WHEREAS, the Board and the Corporation have previously entered into that certain Agreement to Lease With the Option to Purchase dated March 18, 2011 (the "Facilities Lease"), whereby the Board leased from the Corporation several improvements, more particularly described in the Facilities Lease; and

WHEREAS, the Board and the Corporation desire to amend the Facilities Lease as herein stated.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

Article One
Good Standing of the Facilities Lease

Section 1.01 No Breach. The Board and the Corporation both acknowledge and agree that the Facilities Lease is currently in full force and effect and that neither party is in breach or default of the lease.

Article Two
Amendments

Section 2.01 Amendments. The Board and the Corporation hereby amend the Facilities Lease as follows:

(A) SECTION 1. Definitions is hereby amended, in part, to change the definition of “Expiration Date” to read in its entirety as follows:
“Expiration Date” means the earlier of June 30, 2024 or the date that all amounts owed under the Loan have been paid.

(B) Exhibit “B” to the Facilities Lease is hereby amended in its entirety to reflect the new Regions Bank Debt Amortization Schedule in the form of Exhibit “B” attached hereto which is substituted for the original Exhibit “B” to, and made a part of, the Facilities Lease.

Article Three
Effect of Amendments

Section 3.01 Effect. Except as specifically amended above, the original terms and conditions of the Facilities Lease remain in full force and effect, and both the Board and the Corporation affirm and consent to the Facilities Lease, as herein amended, and agree to be bound hereby.
IN WITNESS WHEREOF, the undersigned representative has signed this Amendment on behalf of the Board of Supervisors for the University of Louisiana System on this the _____ day of ____________, 2014.

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By: __________________________

Nick J. Bruno, President of the University of Louisiana at Monroe and Authorized Representative of the Board

IN WITNESS WHEREOF, the undersigned representative has signed this Amendment on behalf of the University of Louisiana Monroe Facilities, Inc. on this the _____ day of ____________, 2014.

UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.

By: __________________________

R. Scott McDonald, Chairperson
STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of __________, 2014, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Nick J. Bruno

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, and in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

Nick J. Bruno, President of the University of Louisiana at Monroe and Authorized Representative of the Board.

WITNESSES:

Print Name: ____________________________

Print Name: ____________________________

______________________________
NOTARY PUBLIC
Print Name: ____________________________
Notary ID/Expiration____________________
STATE OF LOUISIANA
PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of __________, 2014, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

R. Scott McDonald

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, and in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe, Facilities, Inc. (the "Corporation"), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges said instrument to be the free act and deed of the Corporation.

R. Scott McDonald, Chairperson

WITNESSES:

Print Name: __________________________

Print Name: __________________________

____________________________
NOTARY PUBLIC
Print Name: __________________________
Notary ID/Expiration __________________________
AMENDMENT TO GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT AMENDMENT (the "Amendment") dated as of [________ 2014], is entered into by and between The Board of Supervisors for the University of Louisiana System (the "Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Monroe (the "University"), which Board is represented herein by Nick J. Bruno, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, R. Scott McDonald (the "Corporation").

WITNESSETH

WHEREAS, the Board and the Corporation have previously entered into that certain Ground Lease Agreement dated March 18, 2011 (the "Lease"), whereby the Corporation leased from the Board several parcels of immovable property, more particularly described in the Lease; and

WHEREAS, the Board and the Corporation desire to amend the Lease as herein stated.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

Article One
Good Standing of the Lease

Section 1.01 No Breach. The Board and the Corporation both acknowledge and agree that the Lease is currently in full force and effect and that neither party is in breach or default of the Lease.

Article Two
Amendments

Section 2.01 Amendment. Section 1.03 of the Lease is hereby amended in its entirety to read as follows:

"Section 1.03 Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for approximately a thirteen (13) year term beginning on March 18, 2011. The effective date of the Ground Lease will begin after all appropriate approvals are obtained from the University of Louisiana System
Board, the Louisiana Board of Regents, and the Louisiana Department of Administration. The Ground Lease will end on the earlier of (i) June 30, 2024, or (ii) the date on which the loan (as defined in the Facilities Lease) issued on behalf of the Corporation to pay for construction of the Facilities (as defined herein) has been paid or has been deemed to have been paid in full (the “Expiration Date”). Notwithstanding the foregoing, this Ground Lease shall terminate prior to the Expiration Date upon the happening of either of the events set forth in Section 2(a) and (b) of the Facilities Lease.”

Section 2.02 Exhibit “C” Amendment. Section 1 of Exhibit “C” to the Lease is hereby amended in its entirety to read as follows:

“1. The term of the Lease commenced on March 18, 2011 and shall continue until midnight on June 30, 2024, unless sooner terminated or extended as provided in the Lease.”

Section 2.03 Filing. A new memorandum reflecting the amendment set forth in Section 2.02 above shall be filed.

Article Three
Effect of Amendments

Section 3.01 Effect. Except as specifically amended above, the original terms and conditions of the Lease remain in full force and effect, and both the Board and the Corporation affirm and consent to the Lease, as herein amended, and agree to be bound hereby.

[Remainder of this Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned representative has signed this Amendment on behalf of the Board of Supervisors for the University of Louisiana System on this the ___ day of ____________, 2014.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: ________________________________

Nick J. Bruno, President of the
University of Louisiana at Monroe
and Authorized Representative of the
Board

IN WITNESS WHEREOF, the undersigned representative has signed this Amendment on behalf of the University of Louisiana Monroe Facilities, Inc. on this the ___ day of ____________, 2014.

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

By: ________________________________

R. Scott McDonald, Chairperson
STATE OF LOUISIANA
PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of __________, 2014, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Nick J. Bruno

...to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, and in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

Nick J. Bruno, President of the University of Louisiana at Monroe and Authorized Representative of the Board.

WITNESSES:

Print Name: ______________________

Print Name: ______________________

_______________________________
NOTARY PUBLIC
Print Name: ______________________
Notary ID/Expiration ______________________
STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of ________, 2014, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

R. Scott McDonald

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, and in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe, Facilities, Inc. (the "Corporation"), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges said instrument to be the free act and deed of the Corporation.

R. Scott McDonald, Chairperson

WITNESSES:

Print Name: __________________________

Print Name: __________________________

____________________________
NOTARY PUBLIC
Print Name:________________________
Notary ID/Expiration_________________