

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM
ON BEHALF OF NORTHSORE TECHNICAL COMMUNITY COLLEGE
(Transfer of St. Tammany Advanced Campus Property)**

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into effective as of December 4, 2014 (the “Effective Date”), pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental and private entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by St. Tammany Parish Council Ordinance No. 5174 (hereinafter referred to as “Parish”); and

LCTCS FOUNDATION, a Louisiana not for profit corporation established to benefit the Louisiana Community and Technical College System represented herein by Stephen M. Toups, its Board Chairman duly authorized, (hereinafter referred to as “Foundation”); and

THE STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, NORTHSORE TECHNICAL COMMUNITY COLLEGE, whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806 represented by and through Joseph F. Marin, its Senior Vice President for Finance and Administration, duly authorized (hereinafter referred to as “NTCC”).

WHEREAS, Parish owns certain property located off of Highway 434 in Lacombe, Louisiana, commonly referred to as the “St. Tammany Advanced Campus” or “STAC” site; and

WHEREAS, NTCC previously operated a facility in Slidell, Louisiana, which was damaged in Hurricane Katrina; and

WHEREAS, NTCC desires to relocate its Northshore campus to the STAC Site and to rebuild utilizing FEMA public assistance funds; and

WHEREAS, Parish desires that NTCC relocate to the STAC Site to utilize the property for post-secondary education and training purposes; and

WHEREAS, Parish, Foundation and NTCC hereby enter into this Agreement for the purpose of establishing a portion of the STAC site for NTCC’s use to construct a facility or facilities to provide for post-secondary education and training opportunities for citizens of St. Tammany Parish.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE.** The Parties agree that the public purpose for this Agreement is to provide residents of St. Tammany Parish with opportunities for higher education and to foster economic development in St. Tammany Parish, which will benefit the health and welfare of residents of St. Tammany Parish. The parties have determined that (a) the transfer contemplated pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; and (b) the transfer, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the transfer contemplated by this act.

2. **PROPERTY.**

2.1 The "Property" or the "Premises" consists of approximately 12.6 +/- acres of land situated on Tamanend Way (to be extended) near its intersection with Highway 434 in Lacombe, Louisiana, as shown on Exhibit "A" attached hereto. The precise legal description of the Property shall be established by the Survey (defined below).

2.2 NTCC plans to construct upon the Premises a building and other related improvements, to be used as facilities for post-secondary technical training and education purposes, plus other appurtenant uses (hereinafter, the "Facility").

3. **TERM.**

3.1 The "Term" of this Agreement shall begin on the date of full execution by the parties hereto and end on the execution of the Transfer (defined below).

3.2 Intentionally deleted.

4. **OBLIGATIONS OF NTCC.**

4.1 **Use.** The Property shall be used for purposes of providing post-secondary technical training and education purposes, plus other uses related and/or appurtenant thereto. Such purpose shall include the obligation to comply with the Act of Donation by Weyerhaeuser Real Estate Development Company to the Parish of St. Tammany dated May 7, 2009 and recorded as Instrument Number 1727740 in the Conveyance Records of the Clerk of Court for the Parish of St. Tammany.

4.2 **Survey.** NTCC shall be responsible to obtain a survey of the Premises with a metes and bounds description of the Property ("Survey"). Upon review and acceptance of the Survey by both NTCC and Parish, the Survey will be incorporated as "Exhibit A" hereto and the designation of the Property shall be modified to the metes and bounds description as shown on the Survey. In addition, NTCC shall have the right to conduct due diligence on the Property for sixty (60) days following the date of this act.

4.3 Construction. Following receipt of an appropriate building permit for construction of the Facility, NTCC shall, at NTCC's sole cost and expense, commence and diligently pursue the construction of the Facility. NTCC will be responsible for obtaining the approval of any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the matter, to the extent required. NTCC shall erect the facilities and all other improvements (including, but not limited to, infrastructure, landscaping, and other appurtenances) on the Property in a good, careful, proper and workmanlike manner in accordance with all provisions of law, restrictions and requirements of records and any and all permits and authorizations required by any ordinance, law, or public regulations or by any authority at any time having jurisdiction over the Property. The facility will, when completed, comply with all applicable laws and regulations, federal state and municipal, and all matters of record.

5. OBLIGATIONS OF PARISH.

5.1 Upon completion of the following items, Parish shall enter into an act of transfer with restrictive covenants and right of first refusal, in the form substantially similar to the act of transfer with restrictive covenants and right of first refusal attached hereto as Exhibit "B" (the "Transfer"), and Foundation will immediately thereafter transfer the Property, subject to the rights, restrictions, reservations and requirements set forth in the Transfer to NTCC.

5.1.1 Receipt of the Survey of the approximately 12.6 acre tract from NTCC and a satisfactory completion by NTCC of its due diligence investigations; and

5.1.2 Following Parish's receipt of the Survey and completion of the due diligence investigation by NTCC, the parties will proceed with the Transfer;

5.1.3 For the purpose of obtaining the survey and completing due diligence, Parish shall provide access to the Property, including roadways and associated drainage improvements.

6. CONDITION OF PREMISES; AS-IS STATUS.

6.1 NTCC and Foundation have had and, for sixty (60) days following the date of this act, will have the full opportunity to conduct, and have conducted or will conduct, such investigations and examinations of the premises as NTCC has deemed fit.

6.2 NTCC and Foundation, on behalf of themselves and their successors and assigns and all agents, contractors, employees, officers, and directors of any of same, hereby will, at the time of the Transfer (1) accept the Premises "as-is, where-is" in their present condition as of the Effective Date, (2) expressly waive all warranties under Louisiana law, including without limitation any warranties under Louisiana Civil Code articles 2520, et seq., that the Premises are suitable for the purposes for which they are intended and that the Premises are free of vices or defects that prevent their use for such purposes (including without limitation vices or defects in the Premises that arise after the delivery of the Premises to NTCC) and (3) fully and forever

release, relieve, discharge and acquit Parish and all of their former or present or future officers, directors, contractors, agents, employees, customers, guests, invitees or representatives from any and all claims for any loss caused by or resulting from or arising out of or in connection with, directly or indirectly, in whole or in part, in any manner, any aspect of the past, present or future physical condition or state of the Premises. The sole exceptions to the foregoing provisions are those representations and warranties of Parish, if any, specifically set forth elsewhere in this agreement and any limitations on the forgoing provisions that are imposed under applicable law.

6.3 Without limiting the generality of the matters provided in this section, the acknowledgment, waiver, release and assumption of risk expressed in this section shall extend to the presence or adequacy of utility service to the Premises, any matter pertaining to the application of the Americans with Disabilities Act to the Premises, any matter pertaining to zoning or other applicable land use regulations or any other applicable law, or the presence or absence of any dangerous or hazardous material or substance, contaminant, or pollutant.

6.4 NTCC and Foundation each acknowledge that this waiver of warranties has been called to its attention, that this waiver of warranties is essential to this Agreement, and that the Parish would not have entered into this Agreement without NTCC and Foundation agreeing to this waiver.

7. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

7.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

7.2 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

7.3 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

7.4 If any party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the party delayed in performing work or doing as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay.

7.5 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

7.6 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall, except as otherwise mandated by law, be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

7.7 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

7.8 The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

7.9 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.

7.10 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

7.11 Each party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each party's obligations as stated herein.

8. **ASSIGNMENT AND SUBLETTING.** NTCC and/or Foundation may assign this Agreement or sublet the Premises or any portion thereof only with the prior written consent of Parish, in Parish's sole and absolute discretion.

9. **ENTIRE AGREEMENT.**

9.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

10. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE.**

10.1 No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

11. **NOTICES.**

11.1 Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by

First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to NTCC:

Dr. Monty Sullivan, President
Louisiana Community & Technical College System
265 S. Foster Drive
Baton Rouge, LA 70806

AND TO:

William Wainwright, Chancellor
Northshore Technical Community College
1710 Sullivan Drive
Bogalusa, LA 70427

If to Foundation

Mr. Leo C. Hamilton
One American Place
301 Main Street, Suite 2300
Baton Rouge, LA 70802

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in the State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of December 4, 2014 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH

[Signature]
Print Name: Lynne Williams

By: [Signature]
Patricia P. Briester, Parish President

[Signature]
Print Name: Rene Pastorek

THUS DONE AND SIGNED effective as of 9/29, 2014 in the presence of the undersigned witnesses.

WITNESSES:

LCTCS FOUNDATION

[Signature]
Print Name: Dianne K. Toledo

By: [Signature]
Print Name: Stephen M. Topp
Title: Board Chairman


[Signature]
Print Name: Sara Landreanu Kleinpeter

THUS DONE AND SIGNED effective as of 9/30, 2014 in the presence of the undersigned witnesses.

WITNESSES

STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM
NORTHSHORE TECHNICAL COMMUNITY COLLEGE


Print Name: Jay Jackson


Print Name: Michele Nardini

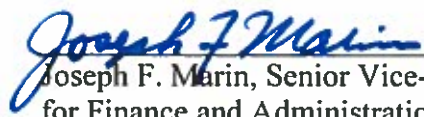
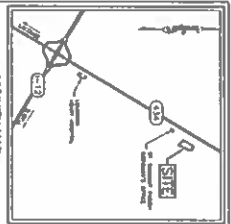
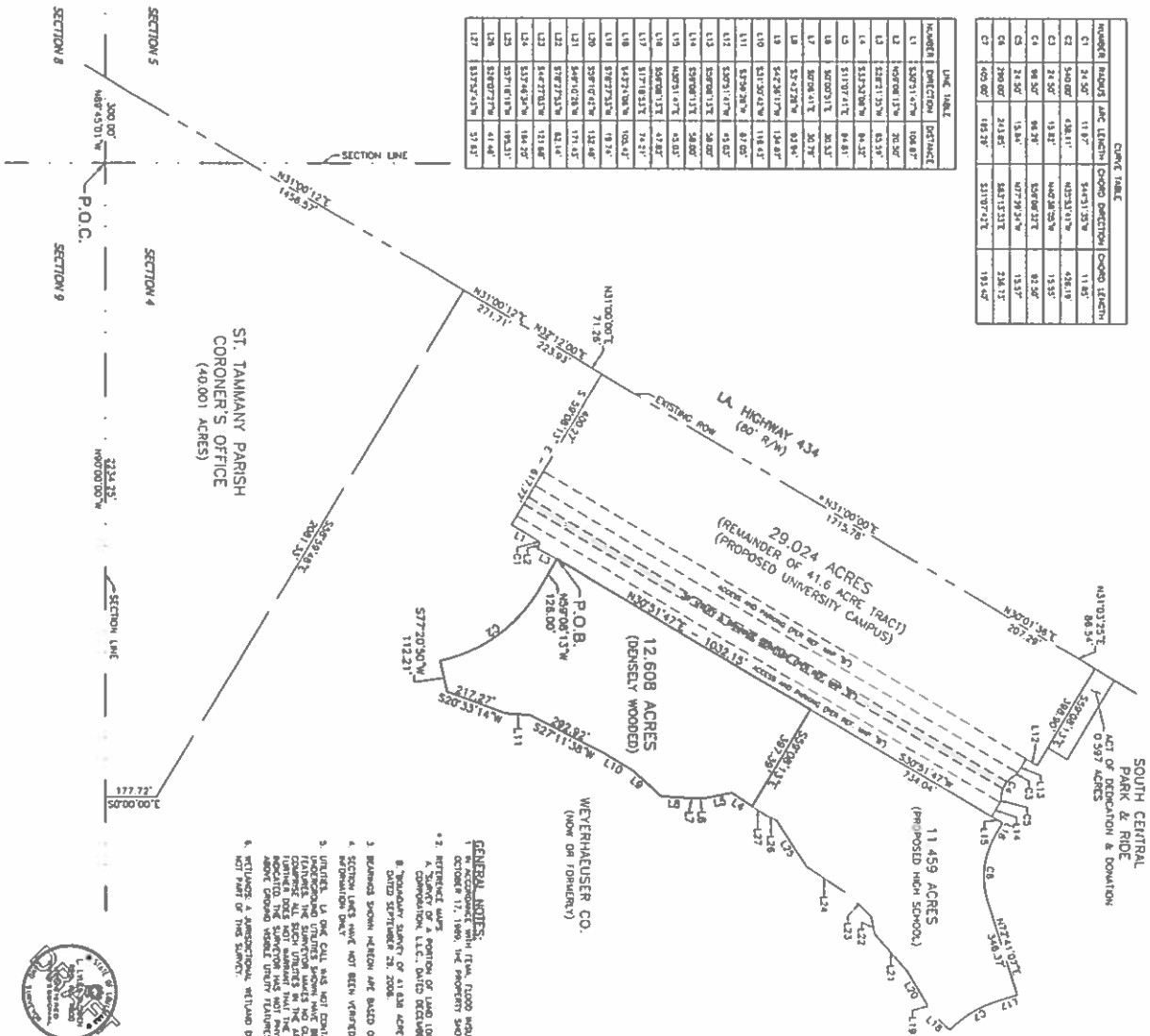
By: 
Joseph F. Marin, Senior Vice-President for Finance and Administration
Louisiana Community and Technical College System

EXHIBIT "A"
SITE PLAN/SURVEY



| NUMBER | BEARS | LINE LENGTH | CORNER | DIRECTION | COORD. LENGTH |
|--------|---------|-------------|------------|-----------|---------------|
| C1 | 24.50' | 118.17' | S47°13'17" | | 111.85' |
| C2 | 54.00' | 328.11' | N23°31'41" | | 458.18' |
| C3 | 24.50' | 134.27' | S42°48'25" | | 153.55' |
| C4 | 98.50' | 94.28' | S28°08'27" | | 81.20' |
| C5 | 24.50' | 134.27' | N77°29'34" | | 134.37' |
| C6 | 280.00' | 243.85' | S48°13'21" | | 238.12' |
| C7 | 450.00' | 162.28' | S10°17'41" | | 193.47' |

| NUMBER | DIRECTION | DISTANCE |
|--------|------------|----------|
| L1 | S29°21'47" | 108.87' |
| L2 | S28°11'25" | 83.53' |
| L3 | S23°20'00" | 84.28' |
| L4 | S10°17'41" | 84.81' |
| L5 | N02°05'17" | 80.57' |
| L6 | S28°08'41" | 20.77' |
| L7 | S24°28'28" | 93.84' |
| L8 | S42°28'12" | 134.87' |
| L9 | S41°30'44" | 118.43' |
| L10 | S29°28'28" | 87.02' |
| L11 | S29°21'47" | 85.62' |
| L12 | S28°08'12" | 28.00' |
| L13 | S28°08'12" | 28.00' |
| L14 | S28°08'12" | 28.00' |
| L15 | N02°05'17" | 25.00' |
| L16 | S28°08'12" | 42.87' |
| L17 | S17°08'31" | 74.21' |
| L18 | N42°17'06" | 104.47' |
| L19 | S27°27'23" | 89.34' |
| L20 | S28°08'12" | 132.46' |
| L21 | S42°10'28" | 171.42' |
| L22 | S27°27'23" | 82.14' |
| L23 | S42°27'03" | 131.87' |
| L24 | S17°44'24" | 184.20' |
| L25 | S27°18'17" | 194.21' |
| L26 | S28°07'27" | 81.84' |
| L27 | S21°27'43" | 33.82' |



ST. TAMMANY PARISH
CORONER'S OFFICE
(40.001 ACRES)

12,608 ACRES
(DENSELY WOODED)
WEYERHAEUSER CO.
(NOW OR FORMERLY)

29.024 ACRES
(REMAINDER OF 41.6 ACRE TRACT)
(PROPOSED UNIVERSITY CAMPUS)

11,459 ACRES
(PROPOSED HIGH SCHOOL)

SOUTH CENTRAL
PARK & RIDE
ACT OF DEEDICATION & DONATION
0.567 ACRES

- GENERAL NOTES:**
1. THIS SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS ON THE GROUND ON OCTOBER 11, 1999. THE PROPERTY SHOWN HEREON IS LOCATED IN LUDDO ZONE "C".
 2. REFERENCE MAPS: A. SURVEY OF A PORTION OF LAND LOCATED IN THE SW 1/4 OF SECTION 4, "BY BEA COMPOSITION, L.L.C., DATED OCTOBER 4, 2008." B. "YARDLAND SURVEY OF 41.6 ACRES & 11,459 ACRES," BY KELLY WARDEN & ASSOCIATES, DATED SEPTEMBER 28, 2008.
 3. BARNED SHOW HEREON ARE BASED ON REFERENCE MAP B (SEE ABOVE).
 4. SECTION LINES HAVE NOT BEEN VERIFIED IN THE FIELD AND ARE SHOWN HEREON FOR INFORMATION ONLY.
 5. UNLESS OTHERWISE NOTED, ALL CORNERS AND POINTS SHOWN ON THIS SURVEY, THE BOUNDARIES AND LINES THEREON, AND THE AREA THEREON, WERE MEASURED AND LOCATED BY THE SURVEYOR AND HIS ASSISTANTS ON THE GROUND ON OCTOBER 11, 1999. THE SURVEYOR HAS NOT PERSONALLY LOCATED THE BOUNDARIES AND LINES SHOWN ABOVE EXCEPT WHERE SHOWN OTHERWISE.
 6. UTILITIES, A WATERCOURSE, WETLAND DETERMINATION HAS NOT BEEN MADE BY CSRS, INC. AND IS NOT PART OF THIS SURVEY.



CERTIFICATION:
I, LARRY WARDEN, P.E., SURVEYOR, DO HEREBY CERTIFY THAT I MADE A SURVEY OF THE GROUND OF THE PROPERTY SHOWN HEREON AND THAT THE SURVEY COMPLETES TO A CLASS "C" SURVEY IN ACCORDANCE WITH THE STATE OF LOUISIANA STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING.
PRELIMINARY WORK:
NO DATA OR RECORDS OF CONSTRUCTION, RECORDING, RECONSTRUCTION, BIDDING, RECONSTRUCTION, CONVEYANCE, SALES OR AS THE BASIS FOR INSURANCE OR OTHERWISE.

LARRY WARDEN, P.E.
REG. NO. 4800
DATE: OCTOBER 24, 2009



CSRS
IMAGING SHADE DELIVER
4577 Beech Bend Lane, Suite 111, Bossier
Parish, Louisiana 70604
Telephone: 225-966-4444
Fax: 225-966-4444
www.csrslouisiana.com

CSRS
IMAGING SHADE DELIVER
4577 Beech Bend Lane, Suite 111, Bossier
Parish, Louisiana 70604
Telephone: 225-966-4444
Fax: 225-966-4444
www.csrslouisiana.com

MAP SHOWING
PROPOSED BOUNDARY SURVEY
OF
12,608 ACRES
&
29.024 ACRES
A REMAINDER OF
41.638 ACRES
TRACT OF LAND
LOCATED IN SECTIONS 4, 5, 8, & 9,
TOWNSHIP 14N, RANGE 10E,
EASTERN DISTRICT,
ST. TAMMANY PARISH,
LOUISIANA

EXHIBIT "B"
**ACT OF TRANSFER WITH RESTRICTIVE COVENANTS
AND RIGHT OF FIRST REFUSAL**

**ACT OF TRANSFER WITH RESTRICTIVE COVENANTS
AND RIGHT OF FIRST REFUSAL**

BY: ST. TAMMANY PARISH GOVERNMENT

TO: LCTCS FOUNDATION

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that effective as of the _____ day of _____, 2014,

BEFORE US, the undersigned Notaries Public, duly commissioned, and in the presence of the hereinafter named and undersigned witnesses, personally came and appeared:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by St. Tammany Parish Council Ordinance No. _____ (hereinafter referred to as "Parish"); and

LCTCS FOUNDATION, a Louisiana not for profit corporation established to benefit the Louisiana Community and Technical College System, represented herein by _____, its _____ duly authorized, (hereinafter referred to as "Foundation"); and

THE STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, NORTHSORE TECHNICAL COMMUNITY COLLEGE, whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806, represented by and through Joseph F. Marin, its Senior Vice President for Finance and Administration, duly authorized, as per law (hereinafter referred to as "NTCC"), which intervenes herein to accept the restrictions, reservations and requirements affecting the herein described Premises.

Who declared as follows:

1. Description of the Property. Parish owns approximately _____ acres +/- in Section 4, Township 8 South, Range 13 East of St. Tammany Parish, Louisiana, more fully described as follows:

[INSERT SURVEYED METES AND BOUNDS DESCRIPTION]

All in accordance with a plan of survey by _____, dated _____, 2014, job number _____, a copy of which is annexed hereto as Exhibit "A" and made a part hereof.

The hereinabove-described property is hereinafter referred to as the "Premises" or the "Property".

2. Transfer of Title. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Parish does by these presents, for the establishment of a facility of higher education, hereby transfer, assign, set over, and deliver onto Foundation the Property. Parish acknowledges that Foundation will, within seven (7) days of the recordation of this act, transfer title to the Property, subject to all of the terms and conditions set forth herein, to the State of Louisiana, for the use and benefit of the Louisiana Community and Technical Community College ("NTCC").

3. As-Is. The Foundation, on behalf of itself and its successors and assigns and all agents, contractors, employees, officers, and directors of any of same, hereby (1) accept the Premises "as-is, where-is" in their present condition as of the Effective Date, (2) expressly waive all warranties under Louisiana law, including without limitation any warranties under Louisiana Civil Code article 2520, et seq., that the Premises are suitable for the purposes for which they are transferred or that the Premises are free of vices or defects that prevent their use for such purposes (including without limitation vices or defects in the Premises that arise after the delivery of the Premises to the Foundation) and (3) fully and forever release, relieve, discharge and acquit Parish and all of their former or present or future officers, directors, contractors, agents, employees, customers, guests, invitees or representatives from any and all claims for any loss caused by or resulting from or arising out of or in connection with, directly or indirectly, in whole or in part, in any manner, any aspect of the past, present or future physical condition or state of the Premises. The sole exceptions to the foregoing provisions are those representations and warranties of Parish, if any, specifically set forth elsewhere in this agreement and any limitations on the forgoing provisions that are imposed under applicable law.

4. Restrictive Covenant; Use. For a period of forty (40) years following the recordation date of this Act of Transfer with Restrictive Covenants and Right of First Refusal, the Property shall be used solely to house facilities for post-secondary technical training and education purposes or for other uses and purposes reasonably related thereto, including, without limitation, furnishing retail dining services, child care services, athletic facilities and health clubs, provided that such related and ancillary uses and purposes are primarily intended to serve the students, faculty and staff of the educational and training facilities (and not for commercial purposes serving the general public) or are intended to directly facilitate the primary educational and training mission of the post-secondary training and educational facility (hereinafter, collectively, the "Use Covenant"). Foundation acknowledges and agrees that the Use Covenant imposed by Parish herein is not contrary to law or good morals.

5. Restrictive Covenant: Completion of Construction. In consideration of the covenants set forth in this Act of Donation with Restrictive Covenants and Right of First Refusal,

NTCC shall construct facilities necessary and appropriate to operate an institution for post-secondary technical training and education of students, at a cost of not less than _____, with the construction of such facilities to be completed within _____ following recordation of this Act of Donation with Restrictive Covenants and Right of First Refusal (hereinafter, collectively, the "Construction Covenant"). NTCC acknowledges and agrees that the Construction Covenant imposed by Parish herein is not contrary to law or good morals. By its intervention, NTCC acknowledges this covenant and the restrictions, rights, and reservations set forth in this act.

6. Right of First Refusal. Prior to offering, listing or marketing all or any part of the Property for sale or other conveyance to any third party. The owner of the Property shall first offer Parish the opportunity to purchase the Property, in accordance with the following provisions. The "Price" to be paid by Parish shall only be the appraised value of the improvements constructed onto the Property. The owner of the Property shall give notice to Parish (the "Offer Notice"), which Offer Notice shall specify the Price and a copy of the appraisal establishing the Price. Parish shall have the exclusive right, for thirty (30) days following receipt of the Offer Notice within which to elect (by giving of written notice to the Owner of the Property) to acquire the Property on the basis described in the Offer Notice. If Parish does so elect to acquire the Property, Parish and the owner of the Property shall thereafter negotiate in good faith for no less than sixty (60) days in an attempt to confect an agreement for the purchase and sale governing such transaction. If Parish does not timely respond to the Offer Notice or declined same, the owner of the Property shall be free to offer, list or market the Property for sale or other conveyance. If the owner of the Property does not close the sale or other conveyance of the Property to a third party within one (1) calendar year of the Offer Notice, then the Owner of the Property shall no longer be free to offer, list or market the Property and shall once again become subject to this Right of First Refusal. The owner of the Property shall under all circumstances be prohibited from any sale or other conveyance of less than all of the Property.

7. Reservation of Oil, Gas and Other Minerals. Parish reserves unto itself any and all minerals the Parish may have in and under the Property herein donated, including not by way of limitation or restriction, all oil, gas, sulphur, salt, mineral-bearing brine, salt water, potash, coal, lignite, peat, phosphate, uranium, thorium and other fissionable minerals, bauxite, iron ore, limestone, gypsum, gypsum rock, all metallic ores, helium, carbon dioxide, geothermal resources, which consist of superheated underground water and methane gas and other substances, either a gaseous or hard mineral, whether composed of non-hydrocarbons or hydrocarbons that are rare and exceptional in character or possess a peculiar property giving such substance a special and profitable value when mined and removed from the soil, whether such substance is known or unknown as of the date of this act and whether such substance is like or unlike any substance specifically named herein. The exploration, development or production of any of the foregoing minerals shall be accomplished by directional drilling methods or other methods which do not disturb the surface of the Property.

8. Acceptance. The Foundation hereby accepts the aforesaid transfer of the Property for establishment of post-secondary technical training and education facilities.

9. Ad Valorem Taxes. In accordance with La. R.S. 9:2721 (B), from and after the date of this Act of Donation with Restrictive Covenants and Right of First Refusal, (a) the name of the persons responsible for all property taxes and assessments is NTCC; and (b) all property tax and assessment notices should be mailed to the following address: 265 S. Foster Drive, Baton Rouge, LA 70806, Attn: _____.

10. Prior Encumbrances. This Act of Donation with Restrictive Covenants and Right of First Refusal is made subject to all leases, easements, servitudes, restrictions and rights-of-way of record and/or existing at the time of execution of this Act of Donation with Restrictive Covenants and Right of First Refusal. In particular, reference is hereby made to the Act of Donation by Weyerhaeuser Real Estate Development Company to the Parish of St. Tammany dated May 7, 2009 and recorded as Instrument Number 1727740 in the Conveyance Records of the Clerk of Court for the Parish of St. Tammany.

THUS DONE AND SIGNED in Mandeville, Louisiana, on the _____ day of _____, 2014, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Print Name: _____

By: _____
Patricia P. Brister, President

Print Name: _____

NOTARY PUBLIC
Print Name: _____
Notary ID: _____
My Commission Expires: _____

THUS DONE AND SIGNED in _____, Louisiana, on the _____ day of _____, 2014, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

LCTCS FOUNDATION

Print Name: _____

By:

Print Name: _____

Title: _____

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Notary ID: _____

My Commission Expires: _____

THUS DONE AND SIGNED in _____, Louisiana, on the _____ day of _____, 2014, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM
NORTHSHORE TECHNICAL COMMUNITY COLLEGE

Print Name: _____

By:

Joseph F. Marin, Senior Vice-President for Finance and Administration
Louisiana Community and Technical College System

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Notary ID: _____

My Commission Expires: _____

EXHIBIT "A"

[attach survey]