

EXHIBIT "F"

LOAN DOCUMENTS

Exhibit "F-1" Loan Agreement

Exhibit "F-2" Promissory Note

Exhibit "F-3" Leasehold Mortgage, Security and Pledge Agreement

Attached

EXHIBIT "G"

UNCONDITIONAL GUARANTY AND ENVIRONMENTAL INDEMNIFICATION

N/A

EXHIBIT “H”

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Attached

EXHIBIT "I"
CLOSING TRANSFERS AND AUTHORIZATIONS AGREEMENT

Attached

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
COOPERATIVE ENDEAVOR AGREEMENT**

In accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana of 1974 (“**Constitution**”), the **ORLEANS PARISH SCHOOL BOARD, PARISH OF ORLEANS, STATE OF LOUISIANA** (the “**School Board**” or “**OPSB**”) the **RECOVERY SCHOOL DISTRICT**, a public body and instrumentality of the State of Louisiana (“**RSD**”) administered by the Louisiana State Department of Education, and Orleans Schools Facilities Foundation, Inc., a Louisiana nonprofit public benefit corporation of which the School Board is the sole member (“**Facilities Foundation**”), are entering into this Cooperative Endeavor Agreement (the “**Leveraged Financing CEA**”).

WHEREAS, the Public School Facilities Financing Act contained in La. R.S. 17:100.10 (the “**PSFFA**”) authorizes the School Board and the RSD to create one or more public benefit corporations (a “**PBC**”) and to enter into financing arrangements with such PBCs and certain other private parties to leverage additional funds (a “**Leveraged Financing**”) not otherwise available to the School Board or the RSD for the purpose of planning, renovating, constructing, leasing, subleasing, managing, and improving schools and school properties within the Parish of Orleans; and

WHEREAS, the RSD and the School Board have entered into a Cooperative Endeavor Agreement as of March 20, 2014 (the “**Coordinating CEA**”) which, among other provisions, affirms their commitment to work together to provide excellent, equitable education for all students in Orleans Parish by rebuilding the Orleans Parish School system through construction and repair of public school campuses, and the efficient use of available funding sources for the education of children within Orleans Parish (the “**Parish**”); and

WHEREAS, Section 3.4 of the Coordinating CEA provides that the RSD will continue to pursue tax credits to further leverage current funds to finance the School Facilities Master Plan (the “**Master Plan**”) and other school construction needs and provide support to the School Board in pursuing tax credits for School Board controlled facilities; and

WHEREAS, Section 3.4 of the Coordinating CEA provides that the School Board will bring to a vote before the full board action items requesting approval of tax credit transactions as requested by the RSD, upon request by the RSD no later than two weeks prior to a scheduled School Board Business meeting; and

WHEREAS, Capital One Bank (the “**Capital One**”) has provided a preliminary commitment to use a portion of its New Market Tax Credit Allocation (“**NMTC Allocation**”) of \$3,510,000 to enter into a Leveraged Financing and to provide a NMTC Investment of approximately \$2,983,500 to complete the renovation and construction of the Pierre Capdau Charter School at Avery Alexander School (the “**Avery Alexander School**”); and

WHEREAS, the School Board has previously authorized and organized the Orleans Schools Facilities Foundation Inc. (the “**Facilities Foundation**”) as a PBC under the PSFFA to implement Leveraged Financings in accordance with the Master Plan; and

WHEREAS, the purpose of this Leveraged Financing CEA is:

(i) to approve the transfer of the Avery Alexander Elementary School located on that certain parcel of land located in the City of New Orleans, Parish of Orleans, with a municipal address of _____ Street, New Orleans, Louisiana 701__, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“**Land**”, the Land and such school, the “**Avery Alexander School**”) by the School Board and RSD to Facilities Foundation pursuant to a ninety-nine (99) year Master Lease (the “**Master Lease**”) entered into by and among the School Board, RSD and the Facilities Foundation as the first step to obtain funds not otherwise available to the School Board or the RSD in order to complete the construction of the Avery Alexander School,

(ii) to cause Facilities Foundation to transfer the Avery Alexander School to the Alexander School Facility, LLC (the “**Avery Alexander QALICB**”), a wholly owned limited liability company of the New Orleans School Facility Finance Foundation through the execution of a Ground Lease (the “**Ground Lease**”) with a term of sixty-five (65) years by and between the Facilities Foundation, as landlord, and the Avery Alexander QALICB, as tenant, and to further provide in the Ground Lease that the Avery Alexander QALICB obtain debt and other financing to complete the construction of the Avery Alexander School,

(ii) to provide for the capitalization of the Facilities Foundation by the School Board in order to implement the Leveraged Financing of the Avery Alexander School through the Avery Alexander QALICB,

(iv) to memorialize the agreement of the School Board and the RSD with respect to the use of funds available to the School Board and/or the RSD to finance the construction of the Avery Alexander School in accordance with the School Facilities Master Plan as revised in October 2011 (the “**Master Plan**”),

(v) to memorialize the agreement of the School Board and the RSD as to:

(A) the calculation and provision of the per pupil amount to be provided to any charter school operator (the “**Charter School Operator**”) of the Avery Alexander School,

(B) the statutory obligation of the School Board to provide for the types of repairs to the Avery Alexander School that would be considered a capital expense in accordance with the provisions La. R.S. 17:1990B.(4)(a), and

(C) the provisions of insurance of the Avery Alexander School and the use of proceeds of any insurance of the Avery Alexander School provided by either the School Board or RSD during the term of the Ground Lease for the repair of any damage to or to

rebuild the Avery Alexander School,

(vi) to memorialize the commitment of the School Board to provide funds to the Facilities Foundation in the event that certain guarantees made by the Facilities Foundation and the Avery Alexander QALICB in connection with the Leveraged Financing are called upon; and

(vii) to acknowledge and agree that the OPSB is responsible under any Environmental Law (as defined in the Master Lease) for any Hazardous Material (as defined in the Master Lease) found on the Land which is not attributable to the improvement or operation of the Avery Alexander School and for Costs (as defined in the Master Lease) related thereto; and

WHEREAS, the PSFFA authorizes the School Board to make loans and/or guarantees to a PBC or to other third parties and may be necessary and appropriate in a Leveraged Financing in order to facilitate the construction of new schools or the renovation of existing schools, or both, in accordance the Master Plan; and

WHEREAS, the Facilities Foundation has been established as the initial PBC to facilitate all Leveraged Financings by the School Board; and

WHEREAS, the Louisiana State Bond Commission (the “**SBC**”) has approved, in an application submitted to the SBC as required by the PSFFA, the Leveraged Financing of the Avery Alexander School; and

WHEREAS, RSD has agreed to provide certain services under the Development Agreement by and between the RSD and the Avery Alexander QALICB (as may be amended, the “**Development Agreement**”);

WHEREAS, the School Board proposes to provide sufficient funds to the Facilities Foundation, either by loan or grant of such funds, as may be necessary to (A) enable Facilities Foundation to meet its obligations under (1) the QALICB Guaranty of New Markets Tax Credits to be entered into by and between Facilities Foundation and the Avery Alexander QALICB (the “**QALICB Guaranty**”), (2) the Grant Agreement to be entered into by Facilities Foundation, the RSD and the Avery Alexander QALICB (the “**Grant Agreement**”) and (3) the Environmental Indemnity Agreement to be entered into by and between the Avery Alexander QALICB, Facilities Foundation and COCRF SubCDE ____, LLC, a _____ limited liability company (“**COCRF CDE**”), and Enhanced Capital New Market Development Fund, __, LLC a _____ limited liability company (“**Enhanced CDE**”, and together with COCRF CDE, the “**Co-Lenders**”) and (B) finance the construction of the Avery Alexander School and other new schools and/or renovating existing schools in accordance with the Master Plan; and

WHEREAS, the School Board is the owner of the Land; and

WHEREAS, pursuant to OPSB Resolution No. __-15, the School Board (i) authorized a cooperative endeavor agreement with the RSD to implement a leveraged financing transaction for the Avery Alexander School in accordance with the Master Plan, (ii) authorized and directed the transfer of the Avery Alexander School to the Facilities Foundation through a long term

ground lease of the Land in accordance with the provisions of the PSFFA in order to complete the construction of the Avery Alexander School through a leveraged financing in accordance with the Master Plan, (iii) provided that any loans and/or guarantees in a Leveraged Financing for the Avery Alexander School must be determined to be safe and sound by the Interim Superintendent and necessary to implement the Leveraged Financing, and (iv) required that the Interim Superintendent arrange to make loans to and/or guarantees by the School Board on behalf of the Facilities Foundation and/or to such other third parties in order to facilitate a Leveraged Financing for the Avery Alexander School in connection with the construction of the Avery Alexander School under the Master Plan; and

WHEREAS, the Avery Alexander School has been transferred to RSD pursuant to the provisions of R.S. 17:10.7 of the Louisiana Revised Statutes; and

WHEREAS, pursuant to action taken by the State Board of Elementary and Secondary Education (“BESE”) on June 19, 2012, RSD was authorized to transfer properties such as the Avery Alexander School to one or more PBCs in order to pursue Federal historic tax credits (“HTCs”) or new market tax credits (“NMTCs”) for the purpose of generating additional revenue to complete the Master Plan; and

WHEREAS, the Ground Lease provides that the Avery Alexander QALICB will complete the construction of the Avery Alexander School in accordance with the Development Agreement; and

WHEREAS, pursuant to this Leveraged Financing CEA, the School Board and the RSD agree that the operation of the Avery Alexander School following its transfer to and construction by the Avery Alexander QALICB will be through a Charter School Operator approved either by the School Board or RSD, initially [TBD], pursuant to a sublease by and between the Avery Alexander QALICB, as landlord, and the Charter School Operator initially [TBD], as tenant, (the “Charter Lease”); and

WHEREAS, the School Board and the RSD each agree to invest monies as needed into the Facilities Foundation or to grant such funds to the Avery Alexander QALICB and RSD and to enter into such additional agreements as may be necessary to facilitate the Leveraged Financing for the development and construction of the Avery Alexander School;

WHEREAS, the School Board agrees to cause Facilities Foundation to grant, loan, pledge, guaranty and/or invest monies made available by the School Board and/or the RSD as may be required (i) in the Leveraged Financing to complete the construction of the Avery Alexander School in accordance with the Master Plan; provided, however, that any loan made by Facilities Foundation will be payable at an interest rate per annum not in excess of four percent (4.0%) and will mature in not more than forty (40) years from the date of such loan; and provided further that the construction and financing of the Avery Alexander School is not contingent upon the receipt of any FEMA Funds, (ii) to fulfill the obligations of the School Board to provide for the repair to the Avery Alexander School that would be considered to be a capital repair, and (iii) to fulfill Facilities Foundation’s obligations under the QALICB Guaranty, the Environmental Indemnity, and the Grant Agreement; and

WHEREAS, the School Board, the Facilities Foundation and the RSD do hereby enter into this Leveraged Financing CEA to set forth their agreements for the development and construction of school facilities, initially the Avery Alexander School, in accordance with the Master Plan and to serve a public purpose as hereinafter described.

NOW, THEREFORE, IT IS HEREBY AG REED by and between the School Board, RSD and Facilities Foundation that:

SECTION 1: Purpose as Funding Agreement: The recitals cited above are hereby incorporated into this Leveraged Financing CEA to serve as a funding agreement between the School Board, RSD and the Facilities Foundation.

SECTION 2: Financing Structure Summary of the Leveraged Financing for the Avery Alexander School: The School Board and the RSD hereby approve the Financing Structure Summary for the Leveraged Financing of the Avery Alexander School (the “**Avery Alexander Financing Structure**”) attached hereto as **Exhibit “A”**. Pursuant to the Avery Alexander Financing Structure, the School Board hereby commits (i) to advance \$31,632,404 to Facilities Foundation, (A) \$6,296,500 of which will be loaned to COCRF Investor ____, LLC (the “**Investment Fund**”) so that the Facilities Foundation will serve as the leveraged lender (the “**Leveraged Lender**”) in the Avery Alexander Financing Structure and (B) \$25,335,904 of which will be granted to the Avery Alexander QALICB (the “**Grant Funds**”) on behalf of the School Board solely to pay or reimburse a portion of the construction costs of the Avery Alexander Construction Contract, (ii) to advance such additional funds as may be required to (A) complete the construction of the Avery Alexander School and (B) to fulfill Facilities Foundation’s obligations under the QALICB Guaranty, the Environmental Indemnity and the Grant Agreement and (iii) to provide for repairs to the Avery Alexander School that would be considered to be capital repairs in accordance with the School Board’s statutory obligation pursuant to La. R.S. 17:1990B.(4)(a). RSD acknowledges and agrees that any funds received by the RSD from the Avery Alexander QALICB or from any other third party (a “**Third Party**”) for reimbursement of construction costs paid by RSD will be contributed by RSD to the Facilities Foundation not later than the third (3rd) Business Day following the date such funds are received by RSD, in an amount not exceeding an aggregate of \$_____, and the School Board shall direct that all such funds shall be used by the Facilities Foundation to finance the

construction of school facilities in accordance with the Master Plan.

SECTION 3: Master Lease, Ground Lease and Charter Lease: The School Board and the RSD agree (i) to execute the Master Lease attached hereto as **Exhibit “B-1”** individually and jointly as lessor with the Facilities Foundation, as lessee and (ii) to approve the form and execution of the Ground Lease attached hereto as **Exhibit “B-2”** to be executed by and between the Facilities Foundation, as lessor, and the Avery Alexander QALICB, as lessee, in order to complete the construction of the Avery Alexander School in accordance with the Master Plan. The parties hereto approve the form of the Charter Lease attached hereto as **Exhibit “B-3”** which provides for monthly payments by the Charter Operator to the Avery Alexander QALICB in the initial amount (the “**Charter Lease Payment**”) of not less than \$_____, increasing by ____% per year as shown on **Exhibit “B”** of the Charter Lease.

SECTION 4: Debt Service Offset. The School Board and RSD hereby agree that the initial amount of the per pupil debt service offset (the “**Debt Service Offset**”) shall be an amount not less than \$660 multiplied by the number of students enrolled in the Avery Alexander School. The total Debt Service Offset based upon the then current number of students enrolled in the Avery Alexander School shall be allocated to the Charter School Operator annually commencing in school year July 1, 2015 – June 30, 2016 which amount corresponds to the Debt Service Offset referenced in La. R.S. 17:3995(A)(1)(c) for calendar year [2014] as adjusted for the then current number of students enrolled in the Avery Alexander School. The School Board and the RSD further agree that the Debt Service Offset shall be increased each year by an inflation factor not exceeding a simple one and [one-half percent (1.5%)], without compounding, and that the Debt Service Offset as adjusted each year shall be applied to adjust the per pupil amount to be provided to Type 1, 1B, 2, 3, 4 and 5 charter schools notwithstanding the exclusion of Type 5 charter schools in La. R.S. 17:3995(A)(1)(c); provided, however, that the inflation factor adjustment to the Debt Service Offset in any year shall not result in payments under the Charter Lease exceeding the amounts actually due as lease payments to the Avery Alexander QALICB. It is the intention of the School Board and the RSD that the Debt Service Offset shall not be less than the rent charged to the Charter School Operator, but that in no event shall the Charter School Operator be required to pay more than the Debt Service Offset in rent. In the event the Debt Service Offset is not sufficient to cover the rent due for the Charter School Operator under

the Charter Lease, the OSFF agrees to grant such additional funds as may be necessary fully pay the rent owed by paying such additional amount to the Charter School Operator.

SECTION 5: Insurance. The Avery Alexander QALICB shall be required to maintain liability insurance, property insurance, and such other insurance as set forth on **Exhibit “G”** attached hereto. During the term of the Charter Lease, the parties hereto agree that the Charter School Operator shall maintain such insurance coverage as referenced in the Charter Lease, including liability insurance. Property insurance coverage for the Avery Alexander School meeting the requirements of **Exhibit “G”**, the Master Lease and the Ground Lease shall be provided to the Avery Alexander QALICB as additional insured by the RSD under its umbrella insurance coverage at all times during the term of the Ground Lease; provided, however, that the premium owed for such coverage shall be payable by the Avery Alexander QALICB and billed to the Charter School Operator in accordance with the terms of the Charter Lease. RSD’s obligation to provide such property insurance coverage shall be for the benefit of and shall be enforceable by the Co-Lenders. Proceeds of any casualty insurance shall be used to repair any damage to or to rebuild the Avery Alexander School in accordance with the Ground Lease.

SECTION 6: Loans and Grants by the Facilities Foundation in accordance with the Avery Alexander Financing Structure. The School Board agrees to grant to the Facilities Foundation and to direct the Facilities Foundation to acknowledge the initial receipt of, \$31,632.404 from the School Board to facilitate the Leveraged Financing of the construction costs of the Avery Alexander School. Of the \$31,632.404 received from the School Board, the School Board agrees to cause Facilities Foundation (i) to loan \$6,296,500 to the Investment Fund in accordance with the leveraged loan documents (the **Avery Alexander Leverage Loan Documents**”) attached hereto as **Exhibit “C”** and (ii) to grant \$25,335,904, in part to the Avery Alexander QALICB and in part to the RSD to be used solely and exclusively by the Avery Alexander QALICB and RSD in accordance with the terms of the Grant Funding Agreement attached hereto as **Exhibit “D”**. The School Board agrees for the full term of the Ground Lease to grant to the Facilities Foundation and to cause the Facilities Foundation to advance as a grant such additional monies received by the Facilities Foundation to the Avery Alexander QALICB as may be required to provide for all repairs to the Avery Alexander School that would be considered to be a capital repair or capital expenditures.

SECTION 7: Loans to Facilities Foundation:

(a) Obligations under the QALICB Guaranty: The School Board acknowledges and authorizes Facilities Foundation to enter into Unconditional Guaranty of New Markets Tax Credits Put Price dated _____, 2015 (the “**QALICB Guaranty**”) by and among the Avery Alexander QALICB, the Facilities Foundation and Capital One, N.A. (the “**Investor**”) in the form attached hereto as **Exhibit “E”**. The School Board hereby irrevocably commits and agrees to loan to Facilities Foundation all such amounts, when and as required under the QALICB Guaranty, to enable Facilities Foundation to fulfill its obligations under the QALICB Guaranty (the “**NMTC Loan Commitment**”). The School Board acknowledges and agrees that the NMTC Loan Commitment shall be for the benefit of and enforceable by the Investor, and that the Investor shall have the right to require that any amount required to be advanced by the School Board under the NMTC Loan Commitment to the Facilities Foundation be funded directly to the Investor. Any loan from the School Board to Facilities Foundation in connection with the NMTC Loan Commitment is acknowledged and agreed to be a loan by the Facilities Foundation to the Avery Alexander QALICB and such loan to the Avery Alexander QALICB shall be secured by a reimbursement agreement (the “**Reimbursement Obligation**”), which Reimbursement Obligation will be fully subordinated to the indefeasible payment in full of the obligations of the Avery Alexander QALICB to the Lender pursuant to a subordination agreement to be ordered into among the School Board, the Avery Alexander QALICB and the Co-Lenders as of the date of any loan by the Facilities Foundation to the Avery Alexander QALICB.

(b) Obligations under the Environmental Indemnity: The School Board acknowledges and authorizes Facilities Foundation to enter into the Environmental Indemnity (the “**Environmental Indemnity**”) for the benefit of the Co-Lenders in the form attached hereto as **Exhibit “F”**. The School Board hereby irrevocably commits and agrees to loan to Facilities Foundation all such amounts, when and as required under the Environmental Indemnity, to enable Facilities Foundation to fulfill its obligations under the Environmental Indemnity (the “**Environmental Commitment**”). The School Board acknowledges and agrees that the Environmental Indemnity shall be for the benefit of and enforceable by the Co-Lenders, and that the Co-Lenders shall have the right to require that any amount required to be advanced by the

School Board under the Environmental Commitment to the Facilities Foundation be funded directly to the Co-Lenders. Any advance to the Facilities Foundation under the Environmental Commitment shall be deemed a loan from the School Board to Facilities Foundation and such loan to the Facilities Foundation shall be reimbursable pursuant to the Reimbursement Obligation, which Reimbursement Obligation will be fully subordinated to the indefeasible payment in full of the obligations of the Avery Alexander QALICB and to the Co-Lenders pursuant to the ISA.

SECTION 8: RSD Funds deposited with the Facilities Foundation: Funds deposited to the Facilities Foundation by the RSD as provided for in Section 2 or otherwise shall be used exclusively by the Facilities Foundation to finance school facilities in accordance with the Master Plan.

SECTION 9: Term: This Leveraged Financing CEA shall be effective from the date of execution hereof and shall remain in effect until the later of December 31, 2080 or such time there is no recapture risk for any investment by Investor or other third party investors in a Leveraged Financing of a school facility identified in the Master Plan.

SECTION 10: Amendment of this Leveraged Financing CEA: The parties agree that this Leveraged Financing CEA may be amended only by the written instrument and mutual consent of the parties hereto, with the prior written consent of the Co-Lenders. Following the closing of a Leveraged Financing, this Leveraged Financing CEA shall not be amended without the consent of the Co-Lenders, the Investor and any other third party investor or lender beneficiaries of a Leveraged Financing.

SECTION 11: Third Party Beneficiary: The parties agree that Investor shall be deemed a third party beneficiary of this Leveraged Financing CEA, entitled to enforce the provisions contained herein.

(Signatures follow on next page)

[SIGNATURE PAGE COOPERATIVE ENDEAVOR AGREEMENT]

THUS DONE AND SIGNED, this ___ day, of October, 2013, at _____,
Louisiana.

ORLEANS PARISH SCHOOL BOARD

By: _____
Name: Seth J. Bloom
Title: President

RECOVERY SCHOOL DISTRICT

By: _____
Name: Patrick Dobbard
Title: Superintendent

LOUISIANA DEPARTMENT OF EDUCATION

By: _____
Name: John White
Title: Superintendent

**ORLEANS SCHOOLS FACILITIES
FOUNDATION, INC.**

By: _____
Name: Seth J. Bloom
Title: Chairman

EXHIBIT "A"

**Avery Alexander School
Leveraged Financing Structure Summary**

EXHIBIT “F”

Environmental Indemnity

**ORLEANS SCHOOLS FACILITIES FOUNDATION, INC.
RESOLUTION NO. 03-15**

[Fortier High School]

The following resolution was offered by _____ and seconded by _____:

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
ORLEANS SCHOOLS FACILITIES FOUNDATION, INC.**

The undersigned directors of Orleans Schools Facilities Foundation, Inc., a Louisiana nonprofit corporation (the “**Corporation**”) constituting a public benefit corporation of the Orleans Parish School Board (the “**OPSB**”), hereby certify that the following resolutions set forth herein were adopted by the Board of Directors (the “**Board**”) of the Corporation at the meeting of the Corporation held on March ____, 2015.

RECITALS

WHEREAS, the Corporation was formed as a nonprofit public benefit corporation of the OPSB under the laws of the State of Louisiana pursuant to the Articles of Incorporation dated September 8, 2011 and filed with the Louisiana Secretary of State on September 28, 2011 and pursuant to the Bylaws of the Corporation adopted on November 16, 2011; and

WHEREAS, the OPSB and the Board approved on April 1, 2013 Amended and Restated Articles of Incorporation (the “**Corporate Articles**”) attached hereto as **Exhibit A**; and

WHEREAS, Article IV, Section 2 of the Corporate Articles provides that the Board shall consist of five (5) members as follows:

- (i) President of the Orleans Parish School Board as Ex-Officio Member;
- (ii) Chairperson of the Orleans Parish School Board Budget and Finance Committee as Ex-Officio Member;
- (iii) Secretary of the Orleans Parish School Board as Ex-Officio Member;
- (iv) Chief Financial Officer of the Orleans Parish School Board as Ex-Officio Member; and
- (v) Financial Expert, initially, Damon Burns, until his successor is appointed by the Orleans Parish School Board.

WHEREAS, the Board further approved on April 1, 2013 the Amended and Restated Bylaws (the “**Bylaws**”) of the Corporation attached hereto as **Exhibit B**; and

WHEREAS, Article III, Section 2 of the Bylaws provides that any director who is removed at any time from a position with the OPSB shall likewise be deemed removed from the Board; and

WHEREAS, the OPSB approved the election of Seth Bloom as President of the OPSB on January 20, 2015 and approved Woody Koppel as Chairperson of the OPSB Budget and Finance Committee on March __, 2015; and

WHEREAS, by virtue of Article IV, Section 2 of the Corporate Articles, the following individuals constitute the Board of the Corporation:

<u>Name</u>	<u>Ex-Officio Position</u>
Seth Bloom	President of OPSB
Woody Koppel	Chairperson of OPSB Budget and Finance Committee
Stanley C. Smith	Secretary of OPSB
Wayne DeLarge	OPSB Chief Financial Officer
Damon Burns	Financial Expert

WHEREAS, the Board of Director now desires to elect and confirm officers of the Board and to approve certain financing arrangements (the “**Leveraged Financing**”) and documents related to the historic rehabilitation and renovation of the Fortier High School.

NOW, THEREFORE, BE IT RESOLV ED AND CONSENTE D TO BY THE DIRECTORS OF THE CORPORATION THAT:

SECTION 1. The following members of the Board are hereby elected and/or confirmed as designated officers:

<u>Name</u>	<u>Title</u>
Seth Bloom	Chairman
Woody Koppel	Vice-Chairman
Stanley C. Smith	Secretary
Wayne DeLarge	Treasurer

SECTION 2. The following items of organization are also authorized and/or confirmed:

- The appointment of the OPSB General Counsel, Edward Morris, as registered agent of the Corporation for service of process in the State of Louisiana is hereby ratified and confirmed.
- The registered office of the Corporation in the State of Louisiana maintained at 3520 General DeGaulle Drive, Suite 5088, New Orleans, Louisiana 70114 is hereby ratified and confirmed.

- The Secretary and Treasurer are hereby authorized and directed to obtain such books and/or accounts as are necessary and proper for the transaction of the business of the Corporation in connection with the Leveraged Financing of Fortier High School.
- All contracts and agreements of this Corporation, including (but not by way of limitation) bills payable, notes, checks, drafts, and other negotiable instruments, leases, bonds and mortgages, shall be executed or signed on behalf of this Corporation by the Chairman and Secretary subject to the limitations of the Bylaws of the Corporation, unless otherwise specifically authorized by the Board.
- The Treasurer is authorized to appoint and adopt JPMorgan Chase Bank and such other banks or other financial institutions as and for the depository of funds for the Corporation and that the printed form of resolution supplied by said bank or other financial institution be adopted and be properly executed by the Secretary and furnished to said bank or other financial institution.
- The Treasurer shall establish and maintain books of account of the Corporation and enter therein all financial transactions of the Corporation, that said books be kept and maintained at the principal office of the Corporation at 3520 General DeGaulle Drive, Suite 5088, New Orleans, Louisiana 70114, or at such other place as the Treasurer may determine to be advisable.

SECTION 3. The forms of the following documents and/or agreements are hereby authorized and approved with such revisions and/or modifications as approved by the Chairman as may be necessary to implement the Leveraged Financing for the historic rehabilitation and renovation of the Fortier High School:

- The Cooperative Endeavor Agreement by and among the OPSB, the Recovery School District (“**RSD**”) and the Corporation attached hereto as **Exhibit C** is hereby accepted and approved.
- The Master Lease by and among the OPSB, RSD and the Corporation of the Fortier High School attached hereto as **Exhibit D-1** (the “**Master Lease**”) is hereby accepted and approved.
- The Act of Sale and Declaration of Separate Immovable by and among the OPSB, RSD to the Corporation attached hereto as **Exhibit D-2** (the “**Act of Sale to the Corporation**”) is hereby accepted and approved.
- The Ground Lease by and between the Corporation and Fortier High School Facility, LLC (the “**Sub-Lessee**” and “**Fortier School Facility Owner**”) attached hereto as **Exhibit E-1** (the “**Ground Lease**”) is hereby accepted and approved.

- The Act of Sale of Separate Immovable Property by and between the Corporation and Fortier School Facility Owner attached hereto as **Exhibit E-2** (the “**Act of Sale to Fortier**”) is hereby accepted and approved.
- The Loan Agreement by and between the Corporation, as Lender, and the Fortier School Facility Owner, as Borrower; the Promissory Note in the principal amount not to exceed \$23,000,000; the Leasehold Mortgage, Security and Pledge Agreement entered into by the Fortier School Facility Owner to and for the benefit of the Corporation (collectively, the “**Loan Documents**”) attached hereto as **Exhibit F** are hereby accepted and approved.
- The Corporation hereby agrees to accept not to exceed \$23,000,000 from the OPSB and agrees to loan such amount to the Fortier School Facility Owner.
- The Unconditional Guaranty and Environmental Indemnification by the Corporation, for the benefit of U.S. Bancorp Community Development Corporation, attached hereto as **Exhibit G**.
- The Subordination, Non-Disturbance and Attornment Agreement by and among the Fortier School Facility Owner, the OPSB, the RSD and the Corporation, attached hereto as **Exhibit H**.
- The Closing Transfers and Authorizations Agreement by and among US Bancorp Community Development Corporation, the Corporation, the OPSB and Baronne Title Co., Inc., attached hereto as **Exhibit I**.
- Such other documents as shall be necessary and appropriate to implement the Leveraged Financing of the Fortier High School as approved by the Chairman.

SECTION 4. Wayne J. Neveu, Esq. and the firm of Foley & Judell, L.L.P. are hereby retained as counsel and attorney-in-fact (the “**Corporation Counsel**”) to represent the Corporation in connection with the Leveraged Financing of the Fortier High School and are authorized to render such opinions as may be necessary to implement such Leveraged Financing.

SECTION 5. The Chairman, Secretary and Treasurer are authorized to take any and all actions necessary to maintain the nonprofit status of the Corporation without advance authorization from the Board.

SECTION 6. The Chairman is hereby authorized and directed to execute such documents and agreements requiring the execution thereof by the Corporation as referenced in Section 3 of this resolution or such other documents and agreements as may be further required to implement the Leveraged Financing of the Fortier High School following review and approval of the Corporation Counsel.

IN WITNESS WHEREOF, the undersigned has executed this unanimous written consent as of the ____ day of March, 2015.

Seth Bloom
Chairperson

Woody Koppel
Vice-Chairperson

Stanley C. Smith
Secretary

Wayne DeLarge
Acting CFO

Damon Burns
Financial Expert

**Constituting the entire Board of Directors of
Orleans Schools Facilities Foundation, Inc.**

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Attached

EXHIBIT "B"
AMENDED AND RESTATED BYLAWS

Attached

EXHIBIT "C"
COOPERATIVE ENDEAVOR AGREEMENT

Attached

EXHIBIT "D-1"
MASTER LEASE

Attached

EXHIBIT "D-2"

ACT OF SALE AND DECLARATION OF SEPARATE IMMOVABLE

Attached

EXHIBIT "E-1"
GROUND LEASE

Attached

EXHIBIT "E-2"

ACT OF SALE OF SEPARATE IMMOVABLE PROPERTY

Attached

EXHIBIT "F"

LOAN DOCUMENTS

Exhibit "F-1" Loan Agreement

Exhibit "F-2" Promissory Note

Exhibit "F-3" Leasehold Mortgage, Security and Pledge Agreement

Attached

EXHIBIT "G"

UNCONDITIONAL GUARANTY AND ENVIRONMENTAL INDEMNIFICATION

N/A

EXHIBIT “H”

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

N/A

EXHIBIT "I"
CLOSING TRANSFERS AND AUTHORIZATIONS AGREEMENT

Attached

Exhibit I

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
COOPERATIVE ENDEAVOR AGREEMENT**

In accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana of 1974 (“**Constitution**”), the **ORLEANS PARISH SCHOOL BOARD, PARISH OF ORLEANS, STATE OF LOUISIANA** (the “**School Board**” or “**OPSB**”) the **RECOVERY SCHOOL DISTRICT**, a public body and instrumentality of the State of Louisiana (“**RSD**”) administered by the Louisiana State Department of Education, and Orleans Schools Facilities Foundation, Inc., a Louisiana nonprofit public benefit corporation of which the School Board is the sole member (“**Facilities Foundation**”), are entering into this Cooperative Endeavor Agreement (the “**Fortier Leverage CEA**”).

WHEREAS, the Public School Facilities Financing Act contained in La. R.S. 17:100.10 (the “**PSFFA**”) authorizes the School Board and the RSD to create one or more public benefit corporations (a “**PBC**”) and to enter into financing arrangements with such PBCs and certain other private parties to leverage additional funds (a “**Leveraged Financing**”) not otherwise available to the School Board or the RSD for the purpose of planning, renovating, constructing, leasing, subleasing, managing, and improving schools and school properties within the Parish of Orleans; and

WHEREAS, the RSD and the School Board have entered into a Cooperative Endeavor Agreement as of March 20, 2014 (the “**Coordinating CEA**”) which, among other provisions, affirms their commitment to work together to provide excellent, equitable education for all students in Orleans Parish by rebuilding the Orleans Parish School system through construction and repair of public school campuses, and the efficient use of available funding sources for the education of children within Orleans Parish (the “**Parish**”); and

WHEREAS, Section 3.4 of the Coordinating CEA provides that the RSD will continue to pursue tax credits to further leverage current funds to finance the School Facilities Master Plan (the “**Master Plan**”) and other school construction needs and provide support to the School Board in pursuing tax credits for School Board controlled facilities; and

WHEREAS, Section 3.4 of the Coordinating CEA provides that the School Board will bring to a vote before the full board action items requesting approval of tax credit transactions as requested by the RSD, upon request by the RSD no later than two weeks prior to a scheduled School Board Business meeting; and

WHEREAS, the Orleans Parish School Board (the “**School Board**”) is the record title owner of that certain immovable (real) property with a municipal address of _____, New Orleans, Louisiana 701___, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Fortier Land**”) and all buildings located on the Fortier Land as more particularly described in **Exhibit “B”** attached hereto and incorporated herein by

reference, together with all movables, personalty and rights to the Fortier Land or the buildings located on the Fortier Land (collectively, the “**Fortier Improvements**”; together with the Fortier Land, the “**Fortier School Facility**”);

WHEREAS, U.S. Bancorp Community Development Corporation (“**USBCDC**”) is expected to make an equity investment of approximately \$3,719,628 (the “**FHTC Equity**”) in Fortier High School Facility, L.L.C., a Louisiana limited liability company (referred to hereinafter as “**Sub-Lessee**” or “**Fortier School Facility Owner**”) and Historic School Facility Manager, L.L.C., a Louisiana limited liability company (the “**Managing Member**”), is expected to make an equity investment of approximately \$_____ in Fortier School Facility Owner, which has agreed to facilitate the completion of the historic rehabilitation and renovation of the Fortier School Facility in a Leveraged Financing resulting in Federal Historic Rehabilitation Tax Credits (“**FHTCs**”) of approximately \$3,719,628 (the “**Credit Amount**”) being available to USBCDC in connection with Qualified Rehabilitation Expenditures (“**QREs**”) of approximately \$20,000,000; and

WHEREAS, the purpose of this Fortier Leverage CEA is:

(i) (a) to approve the lease of the Fortier Land and (b) to approve the transfer and conveyance of the Fortier School Facility by the School Board and RSD to the Facilities Foundation pursuant to a Master Lease (the “**Master Lease**”) and an Act of Sale and Declaration of Separate Immovable (the “**Master Sale**”, and together with the Master Lease, the “**Master Conveyance Docs**”) entered into by and among the School Board and RSD (together, the “**Master Lessor**”) and the Facilities Foundation as the first step to obtain funds not otherwise available to the School Board or the RSD in order to complete the historic rehabilitation and restoration of the Fortier School Facility,

(ii) to approve the sale, transfer and conveyance of the ownership rights and interests of the RSD vested in the Fortier School Facility to the Facilities Foundation for a payment of \$_____ (the “**Purchase Price**”), which Purchase Price represents amounts paid by RSD for certain expenditures (the “**Expenditures**”) incurred prior to _____, 2015 in connection with the design, construction and rehabilitation of the Fortier School Facility and which Expenditures must be sold by the Facilities Foundation to the Fortier School Facility Owner in furtherance of the Leveraged Financing,

(iii) to cause the Facilities Foundation to sub-lease the Fortier Land and to sell, transfer and convey the Fortier School Facility to Fortier School Facility Owner through the execution of a Ground Lease (the “**Ground Lease**”) and an Act of Sale of Separate Immovable Property (the “**Separate Immovable Sale**”), and together with the Ground Lease, the “**Ground Lease Conveyance Docs**”) by and between the Facilities Foundation and the Fortier School Facility Owner. The provisions of the Separate Immovable Sale require a payment in cash by the Fortier School Facility Owner to the Facilities Foundation in an amount not less than the Purchase Price and provide that the Fortier School Facility Owner may obtain debt and other financing to complete the historic rehabilitation and restoration of the Fortier School Facility,

(iv) to cause the Fortier School Facility Owner to sell, transfer and convey the Fortier School Facility to the Industrial Development Board of the City of New Orleans, Louisiana,

Inc., a Louisiana nonprofit public corporation and instrumentality of the City of New Orleans, State of Louisiana (the “**IDB**”) through the execution of an Act of Conveyance of Immovable Property (the “**IDB Sale**”) by and between the Fortier School Facility Owner and the IDB, and to cause the Fortier School Facility Owner to lease the Fortier School Facility from the IDB through the execution of a Lease Agreement and Agreement to Issue Bonds (the “**IDB Lease**” and together with the IDB Sale, the “**IDB Conveyance Docs**”) by and between the Fortier School Facility Owner and the IDB.

(v) to provide capital to the Facilities Foundation by the School Board or the RSD in order to facilitate the Leveraged Financing in connection with the historic rehabilitation and restoration of the Fortier School Facility,

(vi) to memorialize the commitment of the School Board to provide funds to the Facilities Foundation in the event that certain guarantees made by the Facilities Foundation in connection with the Leveraged Financing are called upon; and

(vii) to acknowledge and agree that the OPSB is responsible under any Environmental Law (as defined in the Master Lease) for any Hazardous Material (as defined in the Master Lease) found on the Fortier School Facility which is not attributable to the historic rehabilitation and restoration or operation of the Fortier School Facility; and

WHEREAS, the PSFFA authorizes the School Board to make loans and/or guarantees to a PBC or to other third parties that may be necessary and appropriate in a Leveraged Financing in order to facilitate the construction of new schools or the renovation of existing schools, or both, in accordance the Master Plan; and

WHEREAS, the Facilities Foundation has been established as the initial PBC to facilitate all Leveraged Financings by the School Board; and

WHEREAS, the Louisiana State Bond Commission (the “**SBC**”) has approved, in an application submitted to the SBC as required by the PSFFA, the Leveraged Financing of the Fortier School; and

WHEREAS, RSD has agreed to provide certain services under the Development Agreement by and between the RSD and the Fortier School Facility Owner (as may be amended, the “**Development Agreement**”); and

WHEREAS, the School Board proposes to provide sufficient funds to the Facilities Foundation, either by loan or grant of such funds, as may be necessary to finance a portion of the historic rehabilitation and restoration of the Fortier School Facility in accordance with the Master Plan; and

WHEREAS, pursuant to OPSB Resolution No. __-15, the School Board (i) authorized a cooperative endeavor agreement with the RSD to implement a leveraged financing transaction for the Fortier School in accordance with the Master Plan, (ii) authorized and directed the transfer of the Fortier School to the Facilities Foundation through the Master Conveyance Docs in accordance with the provisions of the PSFFA in order to complete the historic rehabilitation

and restoration of the Fortier School through a Leveraged Financing in accordance with the Master Plan, (iii) provided that any loans and/or guarantees in a Leveraged Financing for the Fortier School must be determined to be safe and sound by the Interim Superintendent and necessary to implement the Leveraged Financing, and (iv) required that the Interim Superintendent arrange to make loans to and/or guarantees by the School Board on behalf of the Facilities Foundation and/or to such other third parties in order to facilitate a Leveraged Financing for the Fortier School in connection with the historic rehabilitation and restoration of the Fortier School under the Master Plan; and

WHEREAS, the Fortier School has been transferred to RSD pursuant to the provisions of R.S. 17:10.7 of the Louisiana Revised Statutes; and

WHEREAS, pursuant to action taken by the State Board of Elementary and Secondary Education (“**BESE**”) on June 19, 2012, RSD was authorized to transfer properties such as the Fortier School to one or more PBCs in order to pursue FHTCs or new market tax credits (“**NMTCs**”) for the purpose of generating additional revenue to complete the Master Plan; and

WHEREAS, the Ground Lease provides that the Fortier School Facility Owner will complete the historic rehabilitation and restoration of the Fortier School in accordance with the Development Agreement; and

WHEREAS, pursuant to this Fortier Leverage CEA, the School Board and the RSD agree that the operation of the Fortier School Facility following its transfer to and the historic rehabilitation and restoration by the Fortier School Facility Owner will be initially through a Charter School Operator approved either by the School Board or RSD pursuant to a sublease (the “**Charter Lease**”) by and between the Fortier School Facility Owner and the Charter School Operator; and

WHEREAS, the School Board and the RSD each agree to invest monies as needed into the Facilities Foundation and/or to enter into such additional agreements as may be necessary to facilitate the Leveraged Financing and the historic rehabilitation and restoration Fortier School Facility; and

WHEREAS, the Facilities Foundation will (a) loan monies made available by the School Board and/or the RSD as may be required to complete the historic rehabilitation and restoration of the Fortier School Facility in accordance with the Master Plan provided that any loan made by Facilities Foundation will be payable at an interest rate per annum not in excess of four percent (4.0%) and will mature in not more than forty (40) years from the date of such loan and provided further that the historic rehabilitation and renovation financing of the Fortier School is not contingent upon the receipt of any FEMA Funds or the fulfillment by the Facilities Foundation of its obligation under the Environmental Indemnity and (b) arrange to provide an operating subsidy to the Charter School Operator, if required, to permit the Charter School Operator to fulfill its financial obligations under the Charter Lease.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the School Board, RSD and Facilities Foundation that:

SECTION 1: Purpose as Funding Agreement: The recitals cited above are hereby incorporated into this Fortier Leverage CEA to serve as a funding agreement between the School Board, RSD and Facilities Foundation.

SECTION 2: Financing Structure Summary of the Leveraged Financing for the Fortier School Facility: The School Board and the RSD hereby approve the Financing Structure Summary for the Leveraged Financing of the Fortier School (the “**Fortier School Financing Summary**”) attached hereto as **Exhibit “C”**. Pursuant to the Fortier School Financing Summary, the School Board hereby commits (i) to advance \$_____ to Facilities Foundation on behalf of the School Board solely to finance a loan to the Fortier School Facility Owner to finance all or a portion of the Purchase Price and to pay for a portion of the historic rehabilitation and renovation costs of the Fortier School Facility and (ii) to advance such additional funds as may be required to complete the historic rehabilitation and renovation of the Fortier School and to fulfill Facilities Foundation’s obligations under any guaranty by the Facilities Foundation. OPSB and RSD acknowledge and agree that the ownership rights and interests in the Fortier School Facility transferred to the Facilities Foundation are ownership rights and interests of the RSD valued at the Purchase Price, representing payments by RSD for the Expenditures and that the Purchase Price received by the Master Lessor from the Fortier School Facility Owner shall be remitted to the RSD upon receipt.

SECTION 3: Master Conveyance Docs, Ground Lease Conveyance Docs, IDB Conveyance Docs and Charter Lease: The School Board and the RSD agree (i) to execute the Master Conveyance Docs attached hereto as **Exhibit “D”**, (ii) to approve the form and execution of the Ground Lease Conveyance Docs attached hereto as **Exhibit “E”** and to authorize and direct Facilities Foundation to execute the same with the Fortier School Facility Owner, as lessee

of the Fortier Land and purchaser and owner of the Fortier School Facility pursuant to Ground Lease Conveyance Docs, (iii) to approve the form and execution of the IDB Sale attached hereto as **Exhibit “F”** and to authorize and direct the Fortier School Facility Owner to execute the same with the IDB, as owner of the Fortier School Facility pursuant to IDB Sale, and (iv) to approve the form and execution of the IDB Lease attached hereto as **Exhibit “G”** and to authorize and direct the Fortier School Facility Owner to execute the same with the IDB, as lessor of the Fortier School Facility pursuant to the IDB Lease, all in order to complete the historic rehabilitation and renovation of the Fortier School in accordance with the Master Plan. The parties hereto approve the form of the Charter Lease attached hereto as **Exhibit “H”** which provides for monthly payments by the initial Charter School Operator to the Fortier School Facility Owner in the amount of \$_____ per month for the term (the “**Charter Lease Payment**”). The School Board and the RSD further agree that the Facilities Foundation is authorized to accept the donation of any credits (the “**State Tax Credits**”) earned pursuant to La. R.S. 47:6019 in connection with the historic restoration of the Fortier School Facility, to sell such State Tax Credits to a party unrelated to the Facilities Foundation, on such terms and conditions as the Facilities Foundation shall determine in its sole and absolute discretion, and to use the proceeds from the sale of such State Tax Credits as the Facilities Foundation shall deem fit, provided, the proceeds from the sale of such State Tax Credits shall be used solely to benefit schools governed by the Master Plan and under the dominion and control of the RSD, which use explicitly includes the retention of such proceeds to guaranty and to assist in paying the Debt Service Offset to the Charter School Operator.

SECTION 4: Debt Service Offset. The School Board and RSD hereby agree that the initial amount of the per pupil debt service offset (the “**Debt Service Offset**”) to be made

available to the initial Charter School Operator shall be an amount not less than [\$660.00] multiplied by the number of students enrolled in the Fortier School. The total Debt Service Offset based upon the then current number of students enrolled in the Fortier School shall be allocated to the Charter School Operator annually commencing in school year July 1, 201_ – June 30, 201_ which amount corresponds to the Debt Service Offset referenced in La. R.S. 17:3995(A)(1)(c) for calendar year 201_ as adjusted for the then current number of students to be enrolled in the Fortier School. The School Board and the RSD further agree that OSFF shall provide an operating subsidy to the Charter School Operator not exceeding the difference between the Debt Service Offset and the amounts actually due as lease payments to the Fortier School Facility Owner.

SECTION 5: Insurance. The Fortier School Facility Owner shall be required to maintain liability insurance, property insurance, and such other insurance as set forth on **Exhibit “I”** attached hereto. During the term of the Charter Lease, the parties hereto agree that the Charter School Operator shall maintain such insurance coverage as referenced in the Charter Lease, including liability insurance. Property insurance coverage for the Fortier School meeting the requirements of **Exhibit “I”**, the Master Lease and the Ground Lease shall be provided to the Fortier School Facility Owner as additional insured by the RSD under its umbrella insurance coverage at all times during the term of the Ground Lease; provided, however, that the premium owed for such coverage shall be payable by the Fortier School Facility Owner and billed to the Charter School Operator in accordance with the terms of the Charter Lease. RSD’s obligation to provide such property insurance coverage shall be for the benefit of and shall be enforceable by the Facilities Foundation. Proceeds of any casualty insurance shall be used to repair any damage to or to rebuild the Fortier School Facility in accordance with the Ground Lease.

SECTION 6: Loans by the Facilities Foundation in accordance with the Fortier School Financing Summary. The School Board agrees to grant to the Facilities Foundation and to direct the Facilities Foundation to acknowledge the initial receipt of \$_____ from the School Board to facilitate the Leveraged Financing of the historic rehabilitation and renovation of the Fortier School. The School Board agrees to cause Facilities Foundation to loan the \$_____ to the Fortier School Facility Owner in accordance with the loan documents (the “**Fortier School Loan Documents**”) attached hereto as **Exhibit “J”**. The School Board agrees for the full term of the Ground Lease to grant to the Facilities Foundation and to cause the Facilities Foundation to loan such additional monies received by the Facilities Foundation to the Fortier School Facility Owner as may be required (i) to pay all costs related to the historic rehabilitation and renovation of the Fortier School, including any additional sales or other taxes imposed retroactively on the Fortier School Facility Owner or for which Fortier School Facility Owner would be liable to Core Construction Services, LLC or its subcontractors pursuant to that certain General Contractor’s Consent to Assignment dated the date hereof, during the historic rehabilitation and renovation period and (ii) to provide for all repairs to the Fortier School that would be considered to be a capital repair or capital expenditure that is required but not covered but not covered by insurance.

SECTION 7: RSD Funds deposited with the Facilities Foundation: Funds deposited to the Facilities Foundation by the RSD as provided for in Section 2 or otherwise shall be used exclusively by the Facilities Foundation to finance school facilities in accordance with the Master Plan.

SECTION 8: Term: This Fortier Leverage CEA shall be effective from the date of execution hereof and shall remain in effect until the later of (a) December 31, 202_, (b) the

repayment of the loans governed by the Fortier School Loan Documents, (c) the termination of the Charter Lease, and (d) the termination of the Ground Lease.

SECTION 9: Amendment of this Fortier Leverage CEA: The parties agree that this Fortier Leverage CEA may be amended only by the written instrument and mutual consent of the parties hereto, with the prior written consent of USBCDC. Following the closing of a Leveraged Financing, this Fortier Leverage CEA shall not be amended without the consent of USBCDC and any other third party investor or lender beneficiaries of a Leveraged Financing.

SECTION 10: Third Party Beneficiary: The parties agree that USBCDC and CORE Construction Services, L.L.C. shall be deemed a third party beneficiary of this Fortier Leverage CEA, entitled to enforce the provisions contained herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE COOPERATIVE ENDEAVOR AGREEMENT]

THUS DONE AND SIGNED, this ___ day, of _____, 2015, at New Orleans, Louisiana.

ORLEANS PARISH SCHOOL BOARD

By: _____
Name: Seth Bloom
Title: President

RECOVERY SCHOOL DISTRICT

By: _____
Name: Patrick Dobard
Title: Superintendent

LOUISIANA DEPARTMENT OF EDUCATION

By: _____
Name: John White
Title: Superintendent

**ORLEANS SCHOOLS FACILITIES
FOUNDATION, INC.**

By: _____
Name: Seth Bloom
Title: Chairman

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

EXHIBIT B

LEGAL DESCRIPTION OF SEPARATE IMMOVABLE PROPERTY

EXHIBIT C
FORTIER SCHOOL FINANCING SUMMARY

EXHIBIT "D"
MASTER CONVEYANCE DOCS

EXHIBIT "E"
GROUND LEASE CONVEYANCE DOCS

EXHIBIT “F”

IDB SALE

EXHIBIT "G"

IDB LEASE

EXHIBIT “H”
CHARTER LEASE

EXHIBIT “I”

INSURANCE DOCS

A Property insurance policy with limits at least equal to the replacement value of the existing structure(s), and containing the following provisions and coverage:

- “All risk” or “Special Form” coverage
- Claims shall be paid on a Replacement Cost basis
- \$10,000 maximum deductible
- No coinsurance; if there is a coinsurance provision, please provide evidence than an Agreed Amount endorsement will appear on the policy
- Business Income coverage with limits equal to at least 12 months expected loss of rents and other income. No coinsurance is permitted
- Limits of policy will be at least the estimated replacement value of the subject property, plus the value of other property insured
- Ordinance or Law coverage including loss in value to the undamaged portion, demolition and increased cost of construction
- Boiler and Machinery Coverage (aka Electrical and Mechanical Breakdown) (if appropriate)
- All Named Insureds, Additional Insureds, Loss Payees, and/or Mortgagees as noted for Builder’s Risk coverage above

EXHIBIT "J"
LOAN DOCUMENTS

**ORLEANS SCHOOLS FACILITIES FOUNDATION, INC.
RESOLUTION NO. 02-15**

[Sophie B. Wright High School]

The following resolution was offered by _____ and seconded by _____:

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
ORLEANS SCHOOLS FACILITIES FOUNDATION, INC.**

The undersigned directors of Orleans Schools Facilities Foundation, Inc., a Louisiana nonprofit corporation (the “**Corporation**”) constituting a public benefit corporation of the Orleans Parish School Board (the “**OPSB**”), hereby certify that the following resolutions set forth herein were adopted by the Board of Directors (the “**Board**”) of the Corporation at the meeting of the Corporation held on March __, 2015.

RECITALS

WHEREAS, the Corporation was formed as a nonprofit public benefit corporation of the OPSB under the laws of the State of Louisiana pursuant to the Articles of Incorporation dated September 8, 2011 and filed with the Louisiana Secretary of State on September 28, 2011 and pursuant to the Bylaws of the Corporation adopted on November 16, 2011; and

WHEREAS, the OPSB and the Board approved on April 1, 2013 Amended and Restated Articles of Incorporation (the “**Corporate Articles**”) attached hereto as **Exhibit A**; and

WHEREAS, Article IV, Section 2 of the Corporate Articles provides that the Board shall consist of five (5) members as follows:

- (i) President of the Orleans Parish School Board as Ex-Officio Member;
- (ii) Chairperson of the Orleans Parish School Board Budget and Finance Committee as Ex-Officio Member;
- (iii) Secretary of the Orleans Parish School Board as Ex-Officio Member;
- (iv) Chief Financial Officer of the Orleans Parish School Board as Ex-Officio Member; and
- (v) Financial Expert, initially, Damon Burns, until his successor is appointed by the Orleans Parish School Board.

WHEREAS, the Board further approved on April 1, 2013 the Amended and Restated Bylaws (the “**Bylaws**”) of the Corporation attached hereto as **Exhibit B**; and

WHEREAS, Article III, Section 2 of the Bylaws provides that any director who is removed at any time from a position with the OPSB shall likewise be deemed removed from the Board; and

WHEREAS, the OPSB approved the election of Seth Bloom as President of the OPSB on January 20, 2015 and approved Woody Koppel as Chairperson of the OPSB Budget and Finance Committee on March __, 2015; and

WHEREAS, by virtue of Article IV, Section 2 of the Corporate Articles, the following individuals constitute the Board of the Corporation:

<u>Name</u>	<u>Ex-Officio Position</u>
Seth Bloom	President of OPSB
Woody Koppel	Chairperson of OPSB Budget and Finance Committee
Stanley C. Smith	Secretary of OPSB
Wayne DeLarge	OPSB Chief Financial Officer
Damon Burns	Financial Expert

WHEREAS, the Board of Director now desires to elect and confirm officers of the Board and to approve certain financing arrangements (the “**Leveraged Financing**”) and documents related to the historic rehabilitation and renovation of the Sophie B. Wright High School.

NOW, THEREFORE, BE IT RESOLV ED AND CONSENTE D TO BY THE DIRECTORS OF THE CORPORATION THAT:

SECTION 1. The following members of the Board are hereby elected and/or confirmed as designated officers:

<u>Name</u>	<u>Title</u>
Seth Bloom	Chairman
Woody Koppel	Vice-Chairman
Stanley C. Smith	Secretary
Wayne DeLarge	Treasurer

SECTION 2. The following items of organization are also authorized and/or confirmed:

- The appointment of the OPSB General Counsel, Edward Morris, as registered agent of the Corporation for service of process in the State of Louisiana is hereby ratified and confirmed.
- The registered office of the Corporation in the State of Louisiana maintained at 3520 General DeGaulle Drive, Suite 5088, New Orleans, Louisiana 70114 is hereby ratified and confirmed.

- The Secretary and Treasurer are hereby authorized and directed to obtain such books and/or accounts as are necessary and proper for the transaction of the business of the Corporation in connection with the Leveraged Financing of Sophie B. Wright High School.
- All contracts and agreements of this Corporation, including (but not by way of limitation) bills payable, notes, checks, drafts, and other negotiable instruments, leases, bonds and mortgages, shall be executed or signed on behalf of this Corporation by the Chairman and Secretary subject to the limitations of the Bylaws of the Corporation, unless otherwise specifically authorized by the Board.
- The Treasurer is authorized to appoint and adopt JPMorgan Chase Bank and such other banks or other financial institutions as and for the depository of funds for the Corporation and that the printed form of resolution supplied by said bank or other financial institution be adopted and be properly executed by the Secretary and furnished to said bank or other financial institution.
- The Treasurer shall establish and maintain books of account of the Corporation and enter therein all financial transactions of the Corporation, that said books be kept and maintained at the principal office of the Corporation at 3520 General DeGaulle Drive, Suite 5088, New Orleans, Louisiana 70114, or at such other place as the Treasurer may determine to be advisable.

SECTION 3. The forms of the following documents and/or agreements are hereby authorized and approved with such revisions and/or modifications as approved by the Chairman as may be necessary to implement the Leveraged Financing for the historic rehabilitation and renovation of the Sophie B. Wright High School:

- The Cooperative Endeavor Agreement by and among the OPSB, the Recovery School District (“**RSD**”) and the Corporation attached hereto as **Exhibit C** is hereby accepted and approved.
- The Master Lease by and among the OPSB, RSD and the Corporation of the Sophie B. Wright High School attached hereto as **Exhibit D-1** (the “**Master Lease**”) is hereby accepted and approved.
- The Act of Sale and Declaration of Separate Immovable by and among the OPSB, RSD to the Corporation attached hereto as **Exhibit D-2** (the “**Act of Sale to the Corporation**”) is hereby accepted and approved.
- The Ground Lease by and between the Corporation and Sophie B. Wright High School Facility, LLC (the “**Sub-Lessee**” and “**Sophie B. Wright School Facility Owner**”) attached hereto as **Exhibit E-1** (the “**Ground Lease**”) is hereby accepted and approved.

- The Act of Sale of Separate Immovable Property by and between the Corporation and Sophie B. Wright School Facility Owner attached hereto as **Exhibit E-2** (the “**Act of Sale to Sophie B. Wright**”) is hereby accepted and approved.
- The Loan Agreement by and between the Corporation, as Lender, and the Sophie B. Wright School Facility Owner, as Borrower; the Promissory Note in the principal amount not to exceed \$25,000,000; the Leasehold Mortgage, Security and Pledge Agreement entered into by the Sophie B. Wright School Facility Owner to and for the benefit of the Corporation (collectively, the “**Loan Documents**”) attached hereto as **Exhibit F** are hereby accepted and approved.
- The Corporation hereby agrees to accept not to exceed \$25,000,000 from the OPSB and agrees to loan such amount to the Sophie B. Wright School Facility Owner.
- The Unconditional Guaranty and Environmental Indemnification by the Corporation, for the benefit of U.S. Bancorp Community Development Corporation, attached hereto as **Exhibit G**.
- The Subordination, Non-Disturbance and Attornment Agreement by and among the Sophie B. Wright School Facility Owner, the OPSB, the RSD and the Corporation, attached hereto as **Exhibit H**.
- The Closing Transfers and Authorizations Agreement by and among US Bancorp Community Development Corporation, the Corporation, the OPSB and Baronne Title Co., Inc., attached hereto as **Exhibit I**.
- Such other documents as shall be necessary and appropriate to implement the Leveraged Financing of the Sophie B. Wright High School as approved by the Chairman.

SECTION 4. Wayne J. Neveu, Esq. and the firm of Foley & Judell, L.L.P. are hereby retained as counsel and attorney-in-fact (the “**Corporation Counsel**”) to represent the Corporation in connection with the Leveraged Financing of the Sophie B. Wright High School and are authorized to render such opinions as may be necessary to implement such Leveraged Financing.

SECTION 5. The Chairman, Secretary and Treasurer are authorized to take any and all actions necessary to maintain the nonprofit status of the Corporation without advance authorization from the Board.

SECTION 6. The Chairman is hereby authorized and directed to execute such documents and agreements requiring the execution thereof by the Corporation as referenced in Section 3 of this resolution or such other documents and agreements as may be further required to implement the Leveraged Financing of the Sophie B. Wright High School following review and approval of the Corporation Counsel.

IN WITNESS WHEREOF, the undersigned has executed this unanimous written consent as of the ____ day of March, 2015.

Seth Bloom
Chairperson

Woody Koppel
Vice-Chairperson

Stanley C. Smith
Secretary

Wayne DeLarge
Acting CFO

Damon Burns
Financial Expert

**Constituting the entire Board of Directors of
Orleans Schools Facilities Foundation, Inc.**

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Attached

EXHIBIT "B"
AMENDED AND RESTATED BYLAWS

Attached

EXHIBIT "C"
COOPERATIVE ENDEAVOR AGREEMENT

Attached

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MASTER LEASE

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EXHIBIT "D-2"

ACT OF SALE AND DECLARATION OF SEPARATE IMMOVABLE

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UNCONDITIONAL GUARANTY AND ENVIRONMENTAL INDEMNIFICATION

N/A

EXHIBIT “H”

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

N/A

EXHIBIT "I"
CLOSING TRANSFERS AND AUTHORIZATIONS AGREEMENT

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**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
COOPERATIVE ENDEAVOR AGREEMENT**

In accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana of 1974 (“**Constitution**”), the **ORLEANS PARISH SCHOOL BOARD, PARISH OF ORLEANS, STATE OF LOUISIANA** (the “**School Board**” or “**OPSB**”) the **RECOVERY SCHOOL DISTRICT**, a public body and instrumentality of the State of Louisiana (“**RSD**”) administered by the Louisiana State Department of Education, and Orleans Schools Facilities Foundation, Inc., a Louisiana nonprofit public benefit corporation of which the School Board is the sole member (“**Facilities Foundation**”), are entering into this Cooperative Endeavor Agreement (the “**Sophie B. Wright Leverage CEA**”).

WHEREAS, the Public School Facilities Financing Act contained in La. R.S. 17:100.10 (the “**PSFFA**”) authorizes the School Board and the RSD to create one or more public benefit corporations (a “**PBC**”) and to enter into financing arrangements with such PBCs and certain other private parties to leverage additional funds (a “**Leveraged Financing**”) not otherwise available to the School Board or the RSD for the purpose of planning, renovating, constructing, leasing, subleasing, managing, and improving schools and school properties within the Parish of Orleans; and

WHEREAS, the RSD and the School Board have entered into a Cooperative Endeavor Agreement as of March 20, 2014 (the “**Coordinating CEA**”) which, among other provisions, affirms their commitment to work together to provide excellent, equitable education for all students in Orleans Parish by rebuilding the Orleans Parish School system through construction and repair of public school campuses, and the efficient use of available funding sources for the education of children within Orleans Parish (the “**Parish**”); and

WHEREAS, Section 3.4 of the Coordinating CEA provides that the RSD will continue to pursue tax credits to further leverage current funds to finance the School Facilities Master Plan (the “**Master Plan**”) and other school construction needs and provide support to the School Board in pursuing tax credits for School Board controlled facilities; and

WHEREAS, Section 3.4 of the Coordinating CEA provides that the School Board will bring to a vote before the full board action items requesting approval of tax credit transactions as requested by the RSD, upon request by the RSD no later than two weeks prior to a scheduled School Board Business meeting; and

WHEREAS, the Orleans Parish School Board (the “**School Board**”) is the record title owner of that certain immovable (real) property with a municipal address of _____, New Orleans, Louisiana 701___, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Sophie B. Wright Land**”) and all buildings located on the Sophie B. Wright Land as more particularly described in **Exhibit “B”** attached hereto and

incorporated herein by reference, together with all movables, personalty and rights to the Sophie B. Wright Land or the buildings located on the Sophie B. Wright Land (collectively, the “**Sophie B. Wright Improvements**”); together with the Sophie B. Wright Land, the “**Sophie B. Wright School Facility**”);

WHEREAS, U.S. Bancorp Community Development Corporation (“**USBCDC**”) is expected to make an equity investment of approximately \$3,999,600 (the “**FHTC Equity**”) in Sophie B. Wright High School Facility, L.L.C., a Louisiana limited liability company (referred to hereinafter as “**Sub-Lessee**” or “**Sophie B. Wright School Facility Owner**”) and Historic School Facility Manager, L.L.C., a Louisiana limited liability company (the “**Managing Member**”), is expected to make an equity investment of approximately \$_____ in Sophie B. Wright School Facility Owner, which has agreed to facilitate the completion of the historic rehabilitation and renovation of the Sophie B. Wright School Facility in a Leveraged Financing resulting in Federal Historic Rehabilitation Tax Credits (“**FHTCs**”) of approximately \$3,999,600 (the “**Credit Amount**”) being available to USBCDC in connection with Qualified Rehabilitation Expenditures (“**QREs**”) of approximately \$20,000,000; and

WHEREAS, the purpose of this Sophie B. Wright Leverage CEA is:

(i) (a) to approve the lease of the Sophie B. Wright Land and (b) to approve the transfer and conveyance of the Sophie B. Wright School Facility by the School Board and RSD to the Facilities Foundation pursuant to a Master Lease (the “**Master Lease**”) and an Act of Sale and Declaration of Separate Immovable (the “**Master Sale**”, and together with the Master Lease, the “**Master Conveyance Docs**”) entered into by and among the School Board and RSD (together, the “**Master Lessor**”) and the Facilities Foundation as the first step to obtain funds not otherwise available to the School Board or the RSD in order to complete the historic rehabilitation and restoration of the Sophie B. Wright School Facility,

(ii) to approve the sale, transfer and conveyance of the ownership rights and interests of the RSD vested in the Sophie B. Wright School Facility to the Facilities Foundation for a payment of \$_____ (the “**Purchase Price**”), which Purchase Price represents amounts paid by RSD for certain expenditures (the “**Expenditures**”) incurred prior to _____, 2015 in connection with the design, construction and rehabilitation of the Sophie B. Wright School Facility and which Expenditures must be sold by the Facilities Foundation to the Sophie B. Wright School Facility Owner in furtherance of the Leveraged Financing,

(iii) to cause the Facilities Foundation to sub-lease the Sophie B. Wright Land and to sell, transfer and convey the Sophie B. Wright School Facility to Sophie B. Wright School Facility Owner through the execution of a Ground Lease (the “**Ground Lease**”) and an Act of Sale of Separate Immovable Property (the “**Separate Immovable Sale**”), and together with the Ground Lease, the “**Ground Lease Conveyance Docs**”) by and between the Facilities Foundation and the Sophie B. Wright School Facility Owner. The provisions of the Separate Immovable Sale require a payment in cash by the Sophie B. Wright School Facility Owner to the Facilities Foundation in an amount not less than the Purchase Price and provide that the Sophie B. Wright School Facility Owner may obtain debt and other financing to complete the historic rehabilitation and restoration of the Sophie B. Wright School Facility,

(iv) to cause the Sophie B. Wright School Facility Owner to sell, transfer and convey the Sophie B. Wright School Facility to the Industrial Development Board of the City of New Orleans, Louisiana, Inc., a Louisiana nonprofit public corporation and instrumentality of the City of New Orleans, State of Louisiana (the “**IDB**”) through the execution of an Act of Conveyance of Immovable Property (the “**IDB Sale**”) by and between the Sophie B. Wright School Facility Owner and the IDB, and to cause the Sophie B. Wright School Facility Owner to lease the Sophie B. Wright School Facility from the IDB through the execution of a Lease Agreement and Agreement to Issue Bonds (the “**IDB Lease**” and together with the IDB Sale, the “**IDB Conveyance Docs**”) by and between the Sophie B. Wright School Facility Owner and the IDB.

(v) to provide capital to the Facilities Foundation by the School Board or the RSD in order to facilitate the Leveraged Financing in connection with the historic rehabilitation and restoration of the Sophie B. Wright School Facility,

(vi) to memorialize the commitment of the School Board to provide funds to the Facilities Foundation in the event that certain guarantees made by the Facilities Foundation in connection with the Leveraged Financing are called upon; and

(vii) to acknowledge and agree that the OPSB is responsible under any Environmental Law (as defined in the Master Lease) for any Hazardous Material (as defined in the Master Lease) found on the Sophie B. Wright School Facility which is not attributable to the historic rehabilitation and restoration or operation of the Sophie B. Wright School Facility; and

WHEREAS, the PSFFA authorizes the School Board to make loans and/or guarantees to a PBC or to other third parties that may be necessary and appropriate in a Leveraged Financing in order to facilitate the construction of new schools or the renovation of existing schools, or both, in accordance the Master Plan; and

WHEREAS, the Facilities Foundation has been established as the initial PBC to facilitate all Leveraged Financings by the School Board; and

WHEREAS, the Louisiana State Bond Commission (the “**SBC**”) has approved, in an application submitted to the SBC as required by the PSFFA, the Leveraged Financing of the Sophie B. Wright School; and

WHEREAS, RSD has agreed to provide certain services under the Development Agreement by and between the RSD and the Sophie B. Wright School Facility Owner (as may be amended, the “**Development Agreement**”); and

WHEREAS, the School Board proposes to provide sufficient funds to the Facilities Foundation, either by loan or grant of such funds, as may be necessary to finance a portion of the historic rehabilitation and restoration of the Sophie B. Wright School Facility in accordance with the Master Plan; and

WHEREAS, pursuant to OPSB Resolution No. __-15, the School Board (i) authorized a cooperative endeavor agreement with the RSD to implement a leveraged financing transaction

for the Sophie B. Wright School in accordance with the Master Plan, (ii) authorized and directed the transfer of the Sophie B. Wright School to the Facilities Foundation through the Master Conveyance Docs in accordance with the provisions of the PSFFA in order to complete the historic rehabilitation and restoration of the Sophie B. Wright School through a Leveraged Financing in accordance with the Master Plan, (iii) provided that any loans and/or guarantees in a Leveraged Financing for the Sophie B. Wright School must be determined to be safe and sound by the Interim Superintendent and necessary to implement the Leveraged Financing, and (iv) required that the Interim Superintendent arrange to make loans to and/or guarantees by the School Board on behalf of the Facilities Foundation and/or to such other third parties in order to facilitate a Leveraged Financing for the Sophie B. Wright School in connection with the historic rehabilitation and restoration of the Sophie B. Wright School under the Master Plan; and

WHEREAS, the Sophie B. Wright School has been transferred to RSD pursuant to the provisions of R.S. 17:10.7 of the Louisiana Revised Statutes; and

WHEREAS, pursuant to action taken by the State Board of Elementary and Secondary Education (“**BESE**”) on June 19, 2012, RSD was authorized to transfer properties such as the Sophie B. Wright School to one or more PBCs in order to pursue FHTCs or new market tax credits (“**NMTCs**”) for the purpose of generating additional revenue to complete the Master Plan; and

WHEREAS, the Ground Lease provides that the Sophie B. Wright School Facility Owner will complete the historic rehabilitation and restoration of the Sophie B. Wright School in accordance with the Development Agreement; and

WHEREAS, pursuant to this Sophie B. Wright Leverage CEA, the School Board and the RSD agree that the operation of the Sophie B. Wright School Facility following its transfer to and the historic rehabilitation and restoration by the Sophie B. Wright School Facility Owner will be initially through a Charter School Operator approved either by the School Board or RSD pursuant to a sublease (the “**Charter Lease**”) by and between the Sophie B. Wright School Facility Owner and the Charter School Operator; and

WHEREAS, the School Board and the RSD each agree to invest monies as needed into the Facilities Foundation and/or to enter into such additional agreements as may be necessary to facilitate the Leveraged Financing and the historic rehabilitation and restoration Sophie B. Wright School Facility; and

WHEREAS, the Facilities Foundation will (a) loan monies made available by the School Board and/or the RSD as may be required to complete the historic rehabilitation and restoration of the Sophie B. Wright School Facility in accordance with the Master Plan provided that any loan made by Facilities Foundation will be payable at an interest rate per annum not in excess of four percent (4.0%) and will mature in not more than forty (40) years from the date of such loan and provided further that the historic rehabilitation and renovation financing of the Sophie B. Wright School is not contingent upon the receipt of any FEMA Funds or the fulfillment by the Facilities Foundation of its obligation under the Environmental Indemnity and (b) arrange to provide an operating subsidy to the Charter School Operator, if required, to permit the Charter

School Operator to fulfill its financial obligations under the Charter Lease.

NOW, THEREFORE, IT IS HEREBY AG REED by and between the School Board, RSD and Facilities Foundation that:

SECTION 1: Purpose as Funding Agreement: The recitals cited above are hereby incorporated into this Sophie B. Wright Leverage CEA to serve as a funding agreement between the School Board, RSD and Facilities Foundation.

SECTION 2: Financing Structure Summary of the Leveraged Financing for the Sophie B. Wright School Facility: The School Board and the RSD hereby approve the Financing Structure Summary for the Leveraged Financing of the Sophie B. Wright School (the “**Sophie B. Wright School Financing Summary**”) attached hereto as **Exhibit “C”**. Pursuant to the Sophie B. Wright School Financing Summary, the School Board hereby commits (i) to advance \$_____ to Facilities Foundation on behalf of the School Board solely to finance a loan to the Sophie B. Wright School Facility Owner to finance all or a portion of the Purchase Price and to pay for a portion of the historic rehabilitation and renovation costs of the Sophie B. Wright School Facility and (ii) to advance such additional funds as may be required to complete the historic rehabilitation and renovation of the Sophie B. Wright School and to fulfill Facilities Foundation’s obligations under any guaranty by the Facilities Foundation. OPSB and RSD acknowledge and agree that the ownership rights and interests in the Sophie B. Wright School Facility transferred to the Facilities Foundation are ownership rights and interests of the RSD valued at the Purchase Price, representing payments by RSD for the Expenditures and that the Purchase Price received by the Master Lessor from the Sophie B. Wright School Facility Owner shall be remitted to the RSD upon receipt.

SECTION 3: Master Conveyance Docs, Ground Lease Conveyance Docs, IDB Conveyance Docs and Charter Lease: The School Board and the RSD agree (i) to execute the

Master Conveyance Docs attached hereto as **Exhibit “D”**, (ii) to approve the form and execution of the Ground Lease Conveyance Docs attached hereto as **Exhibit “E”** and to authorize and direct Facilities Foundation to execute the same with the Sophie B. Wright School Facility Owner, as lessee of the Sophie B. Wright Land and purchaser and owner of the Sophie B. Wright School Facility pursuant to Ground Lease Conveyance Docs, (iii) to approve the form and execution of the IDB Sale attached hereto as **Exhibit “F”** and to authorize and direct the Sophie B. Wright School Facility Owner to execute the same with the IDB, as owner of the Sophie B. Wright School Facility pursuant to IDB Sale, and (iv) to approve the form and execution of the IDB Lease attached hereto as **Exhibit “G”** and to authorize and direct the Sophie B. Wright School Facility Owner to execute the same with the IDB, as lessor of the Sophie B. Wright School Facility pursuant to the IDB Lease, all in order to complete the historic rehabilitation and renovation of the Sophie B. Wright School in accordance with the Master Plan. The parties hereto approve the form of the Charter Lease attached hereto as **Exhibit “H”** which provides for monthly payments by the initial Charter School Operator to the Sophie B. Wright School Facility Owner in the amount of \$_____ per month for the term (the “**Charter Lease Payment**”). The School Board and the RSD further agree that the Facilities Foundation is authorized to accept the donation of any credits (the “**State Tax Credits**”) earned pursuant to La. R.S. 47:6019 in connection with the historic restoration of the Sophie B. Wright School Facility, to sell such State Tax Credits to a party unrelated to the Facilities Foundation, on such terms and conditions as the Facilities Foundation shall determine in its sole and absolute discretion, and to use the proceeds from the sale of such State Tax Credits as the Facilities Foundation shall deem fit, provided, the proceeds from the sale of such State Tax Credits shall be used solely to benefit schools governed by the Master Plan and under the dominion and control of the RSD, which use

explicitly includes the retention of such proceeds to guaranty and to assist in paying the Debt Service Offset to the Charter School Operator.

SECTION 4: Debt Service Offset. The School Board and RSD hereby agree that the initial amount of the per pupil debt service offset (the “**Debt Service Offset**”) to be made available to the initial Charter School Operator shall be an amount not less than [\$660.00] multiplied by the number of students enrolled in the Sophie B. Wright School. The total Debt Service Offset based upon the then current number of students enrolled in the Sophie B. Wright School shall be allocated to the Charter School Operator annually commencing in school year July 1, 201_ – June 30, 201_ which amount corresponds to the Debt Service Offset referenced in La. R.S. 17:3995(A)(1)(c) for calendar year 201_ as adjusted for the then current number of students to be enrolled in the Sophie B. Wright School. The School Board and the RSD further agree that OSFF shall provide an operating subsidy to the Charter School Operator not exceeding the difference between the Debt Service Offset and the amounts actually due as lease payments to the Sophie B. Wright School Facility Owner.

SECTION 5: Insurance. The Sophie B. Wright School Facility Owner shall be required to maintain liability insurance, property insurance, and such other insurance as set forth on **Exhibit “I”** attached hereto. During the term of the Charter Lease, the parties hereto agree that the Charter School Operator shall maintain such insurance coverage as referenced in the Charter Lease, including liability insurance. Property insurance coverage for the Sophie B. Wright School meeting the requirements of **Exhibit “I”**, the Master Lease and the Ground Lease shall be provided to the Sophie B. Wright School Facility Owner as additional insured by the RSD under its umbrella insurance coverage at all times during the term of the Ground Lease; provided, however, that the premium owed for such coverage shall be payable by the Sophie B. Wright

School Facility Owner and billed to the Charter School Operator in accordance with the terms of the Charter Lease. RSD's obligation to provide such property insurance coverage shall be for the benefit of and shall be enforceable by the Facilities Foundation. Proceeds of any casualty insurance shall be used to repair any damage to or to rebuild the Sophie B. Wright School Facility in accordance with the Ground Lease.

SECTION 6: Loans by the Facilities Foundation in accordance with the Sophie B.

Wright School Financing Summary. The School Board agrees to grant to the Facilities Foundation and to direct the Facilities Foundation to acknowledge the initial receipt of \$_____ from the School Board to facilitate the Leveraged Financing of the historic rehabilitation and renovation of the Sophie B. Wright School. The School Board agrees to cause Facilities Foundation to loan the \$_____ to the Sophie B. Wright School Facility Owner in accordance with the loan documents (the "**Sophie B. Wright School Loan Documents**") attached hereto as **Exhibit "J"**. The School Board agrees for the full term of the Ground Lease to grant to the Facilities Foundation and to cause the Facilities Foundation to loan such additional monies received by the Facilities Foundation to the Sophie B. Wright School Facility Owner as may be required (i) to pay all costs related to the historic rehabilitation and renovation of the Sophie B. Wright School, including any additional sales or other taxes imposed retroactively on the Sophie B. Wright School Facility Owner or for which Sophie B. Wright School Facility Owner would be liable to Core Construction Services, LLC or its subcontractors pursuant to that certain General Contractor's Consent to Assignment dated the date hereof, during the historic rehabilitation and renovation period and (ii) to provide for all repairs to the Sophie B. Wright School that would be considered to be a capital repair or capital expenditure that is required but not covered but not covered by insurance.

SECTION 7: RSD Funds deposited with the Facilities Foundation: Funds deposited to the Facilities Foundation by the RSD as provided for in Section 2 or otherwise shall be used exclusively by the Facilities Foundation to finance school facilities in accordance with the Master Plan.

SECTION 8: Term: This Sophie B. Wright Leverage CEA shall be effective from the date of execution hereof and shall remain in effect until the later of (a) December 31, 202_, (b) the repayment of the loans governed by the Sophie B. Wright School Loan Documents, (c) the termination of the Charter Lease, and (d) the termination of the Ground Lease.

SECTION 9: Amendment of this Sophie B. Wright Leverage CEA: The parties agree that this Sophie B. Wright Leverage CEA may be amended only by the written instrument and mutual consent of the parties hereto, with the prior written consent of USBCDC. Following the closing of a Leveraged Financing, this Sophie B. Wright Leverage CEA shall not be amended without the consent of USBCDC and any other third party investor or lender beneficiaries of a Leveraged Financing.

SECTION 10: Third Party Beneficiary: The parties agree that USBCDC and CORE Construction Services, L.L.C. shall be deemed a third party beneficiary of this Sophie B. Wright Leverage CEA, entitled to enforce the provisions contained herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE COOPERATIVE ENDEAVOR AGREEMENT]

THUS DONE AND SIGNED, this ___ day, of _____, 2015, at New Orleans, Louisiana.

ORLEANS PARISH SCHOOL BOARD

By: _____
Name: Seth Bloom
Title: President

RECOVERY SCHOOL DISTRICT

By: _____
Name: Patrick Dobard
Title: Superintendent

LOUISIANA DEPARTMENT OF EDUCATION

By: _____
Name: John White
Title: Superintendent

**ORLEANS SCHOOLS FACILITIES
FOUNDATION, INC.**

By: _____
Name: Seth Bloom
Title: Chairman

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

EXHIBIT B

LEGAL DESCRIPTION OF SEPARATE IMMOVABLE PROPERTY

EXHIBIT C

SOPHIE B. WRIGHT SCHOOL FINANCING SUMMARY

EXHIBIT "D"
MASTER CONVEYANCE DOCS

EXHIBIT "E"
GROUND LEASE CONVEYANCE DOCS

EXHIBIT “F”

IDB SALE

EXHIBIT "G"

IDB LEASE

EXHIBIT “H”
CHARTER LEASE

EXHIBIT “I”

INSURANCE DOCS

A Property insurance policy with limits at least equal to the replacement value of the existing structure(s), and containing the following provisions and coverage:

- “All risk” or “Special Form” coverage
- Claims shall be paid on a Replacement Cost basis
- \$10,000 maximum deductible
- No coinsurance; if there is a coinsurance provision, please provide evidence than an Agreed Amount endorsement will appear on the policy
- Business Income coverage with limits equal to at least 12 months expected loss of rents and other income. No coinsurance is permitted
- Limits of policy will be at least the estimated replacement value of the subject property, plus the value of other property insured
- Ordinance or Law coverage including loss in value to the undamaged portion, demolition and increased cost of construction
- Boiler and Machinery Coverage (aka Electrical and Mechanical Breakdown) (if appropriate)
- All Named Insureds, Additional Insureds, Loss Payees, and/or Mortgagees as noted for Builder’s Risk coverage above

EXHIBIT "J"
LOAN DOCUMENTS

**ORLEANS SCHOOLS FACILITIES FOUNDATION, INC.
RESOLUTION NO. 04-15**

[AUDUBON MONTESSORI SCHOOL]

The following resolution was offered by _____ and seconded by _____:

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
ORLEANS SCHOOLS FACILITIES FOUNDATION, INC.**

The undersigned directors of Orleans Schools Facilities Foundation, Inc., a Louisiana nonprofit corporation (the “**Corporation**”) constituting a public benefit corporation of the Orleans Parish School Board (the “**OPSB**”), hereby certify that the following resolutions set forth herein were adopted by the Board of Directors (the “**Board**”) of the Corporation at the meeting of the Corporation held on March ____, 2015.

RECITALS

WHEREAS, the Corporation was formed as a nonprofit public benefit corporation of the OPSB under the laws of the State of Louisiana pursuant to the Articles of Incorporation dated September 8, 2011 and filed with the Louisiana Secretary of State on September 28, 2011 and pursuant to the Bylaws of the Corporation adopted on November 16, 2011; and

WHEREAS, the OPSB and the Board approved on April 1, 2013 Amended and Restated Articles of Incorporation (the “**Corporate Articles**”) attached hereto as **Exhibit A**; and

WHEREAS, Article IV, Section 2 of the Corporate Articles provides that the Board shall consist of five (5) members as follows:

- (i) President of the Orleans Parish School Board as Ex-Officio Member;
- (ii) Chairperson of the Orleans Parish School Board Budget and Finance Committee as Ex-Officio Member;
- (iii) Secretary of the Orleans Parish School Board as Ex-Officio Member;
- (iv) Chief Financial Officer of the Orleans Parish School Board as Ex-Officio Member; and
- (v) Financial Expert, initially, Damon Burns, until his successor is appointed by the Orleans Parish School Board.

WHEREAS, the Board further approved on April 1, 2013 the Amended and Restated Bylaws (the “**Bylaws**”) of the Corporation attached hereto as **Exhibit B**; and

WHEREAS, Article III, Section 2 of the Bylaws provides that any director who is removed at any time from a position with the OPSB shall likewise be deemed removed from the Board; and

WHEREAS, the OPSB approved the election of Seth Bloom as President of the OPSB on January 20, 2015 and approved Woody Koppel as Chairperson of the OPSB Budget and Finance Committee on March __, 2015; and

WHEREAS, by virtue of Article IV, Section 2 of the Corporate Articles, the following individuals constitute the Board of the Corporation:

<u>Name</u>	<u>Ex-Officio Position</u>
Seth Bloom	President of OPSB
Woody Koppel	Chairperson of OPSB Budget and Finance Committee
Stanley C. Smith	Secretary of OPSB
Wayne DeLarge	OPSB Chief Financial Officer
Damon Burns	Financial Expert

WHEREAS, the Board of Director now desires to elect and confirm officers of the Board and to approve certain financing arrangements (the “**Leveraged Financing**”) and documents related to the historic rehabilitation and renovation of the Audubon Montessori School.

NOW, THEREFORE, BE IT RESOLV ED AND CONSENTE D TO BY THE DIRECTORS OF THE CORPORATION THAT:

SECTION 1. The following members of the Board are hereby elected and/or confirmed as designated officers:

<u>Name</u>	<u>Title</u>
Seth Bloom	Chairman
Woody Koppel	Vice-Chairman
Stanley C. Smith	Secretary
Wayne DeLarge	Treasurer

SECTION 2. The following items of organization are also authorized and/or confirmed:

- The appointment of the OPSB General Counsel, Edward Morris, as registered agent of the Corporation for service of process in the State of Louisiana is hereby ratified and confirmed.
- The registered office of the Corporation in the State of Louisiana maintained at 3520 General DeGaulle Drive, Suite 5088, New Orleans, Louisiana 70114 is hereby ratified and confirmed.

- The Secretary and Treasurer are hereby authorized and directed to obtain such books and/or accounts as are necessary and proper for the transaction of the business of the Corporation in connection with the Leveraged Financing of Audubon Montessori School.
- All contracts and agreements of this Corporation, including (but not by way of limitation) bills payable, notes, checks, drafts, and other negotiable instruments, leases, bonds and mortgages, shall be executed or signed on behalf of this Corporation by the Chairman and Secretary subject to the limitations of the Bylaws of the Corporation, unless otherwise specifically authorized by the Board.
- The Treasurer is authorized to appoint and adopt JPMorgan Chase Bank and such other banks or other financial institutions as and for the depository of funds for the Corporation and that the printed form of resolution supplied by said bank or other financial institution be adopted and be properly executed by the Secretary and furnished to said bank or other financial institution.
- The Treasurer shall establish and maintain books of account of the Corporation and enter therein all financial transactions of the Corporation, that said books be kept and maintained at the principal office of the Corporation at 3520 General DeGaulle Drive, Suite 5088, New Orleans, Louisiana 70114, or at such other place as the Treasurer may determine to be advisable.

SECTION 3. The forms of the following documents and/or agreements are hereby authorized and approved with such revisions and/or modifications as approved by the Chairman as may be necessary to implement the Leveraged Financing for the historic rehabilitation and renovation of the Audubon Montessori School:

- The commitment (the “**Commitment**”) from Enhanced Capital Consulting, L.L.C. or its designee (the “**State Credit Purchaser**”) attached hereto as **Exhibit C** to purchase certain state historic tax credits earned by the School Board pursuant to La. R.S. 47:6019.
- The indemnifications and/or guarantees in connection with the sale of the State HTCs by the School Board under a purchase agreement (the “**Purchase Agreement**”) attached hereto as **Exhibit D** with the State Tax Credit Purchaser.
- Such other documents as shall be necessary and appropriate to implement the Leveraged Financing of the Audubon Montessori School as approved by the Chairman.

SECTION 4. Wayne J. Neveu, Esq. and the firm of Foley & Judell, L.L.P. are hereby retained as counsel and attorney-in-fact (the “**Corporation Counsel**”) to represent the Corporation in connection with the Leveraged Financing of the Audubon Montessori School and are authorized to render such opinions as may be necessary to implement such Leveraged Financing.

SECTION 5. The Chairman, Secretary and Treasurer are authorized to take any and all actions necessary to maintain the nonprofit status of the Corporation without advance authorization from the Board.

SECTION 6. The Chairman is hereby authorized and directed to execute such documents and agreements requiring the execution thereof by the Corporation as referenced in Section 3 of this resolution or such other documents and agreements as may be further required to implement the Leveraged Financing of the Audubon Montessori School following review and approval of the Corporation Counsel.

IN WITNESS WHEREOF, the undersigned has executed this unanimous written consent as of the ____ day of March, 2015.

Seth Bloom
Chairperson

Woody Koppel
Vice-Chairperson

Stanley C. Smith
Secretary

Wayne DeLarge
Acting CFO

Damon Burns
Financial Expert

**Constituting the entire Board of Directors of
Orleans Schools Facilities Foundation, Inc.**

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Attached

EXHIBIT "B"
AMENDED AND RESTATED BYLAWS

Attached

EXHIBIT “C”
COMMITMENT

Attached

EXHIBIT “D”
PURCHASE AGREEMENT

Attached