

2002-0255

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM)

RESOLUTION NO. 5033

A resolution to authorize and direct the Parish President to act as the Parish's representative as the "Sponsoring Entity" in connection with the Louisiana Department of Economic Development's and the Louisiana Economic Development Corporation's Economic Development Award Program Infrastructure Award Application for infrastructure funds in the amount of \$1,053,545.00 to sign for and on behalf of the Parish of St. Charles the Louisiana Department of Economic Development's and the Louisiana Economic Development Corporation's Economic Development Award Contract/Agreement.

WHEREAS, the PARISH OF ST. CHARLES, as "Sponsoring Entity", in conjunction with Randa Corp. and Randa Properties LLC, is applying to the Louisiana Department of Economic Development, through the Louisiana Economic Development Corporation's Economic Development Award Program, for infrastructure funds in the amount of \$1,053,545.00, to provide funds for the purchase of a 9.7 acre parcel of land and for other documented infrastructure expenses arising in connection with the purchase of the property, which is to be used for the location and construction of a new distribution center and corporate headquarters in connection with the location and expansion of Randa Corp.'s operations in the Parish of St. Charles, in the State of Louisiana

NOW, THEREFORE, BE IT RESOLVED, that Albert D. Laque, the Parish President of the Parish of St. Charles, is hereby authorized and directed to sign, for and on behalf of the Parish of St. Charles, the Louisiana Department of Economic Development's and the Louisiana Economic Development Corporation's Economic Development Award Program Infrastructure Award Application for infrastructure funds in the amount of \$1,053,545.00, in order to provide funds for the purchase of a 9.7 acre parcel of land and for other documented infrastructure expenses arising in connection with the purchase of the property, which is to be used for the location and construction of a new distribution center and corporate headquarters in connection with the location and expansion of Randa Corp.'s operations in the Parish of St. Charles, in the State of Louisiana; and

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized and directed to act as the Parish's representative as the "Sponsoring Entity" in connection with the said Application, and to sign for and on behalf of the Parish of St. Charles the Louisiana Department of Economic Development's and the Louisiana Economic Development Corporation's Economic Development Award Contract/Agreement, and any amendments thereto, containing such terms, provisions and commitments as the Parish President shall deem are appropriate to the circumstances; and the Parish President is further authorized and directed to provide such additional information, and to sign any and all additional documents and amendments thereto, including but not limited to any Cost Reports and/or Quarterly, Semi-Annual or other Periodic Progress or Analysis Reports as may be required by the Louisiana Department of Economic Development and the Louisiana Economic Development Corporation in connection with such Award Program and Contract/Agreement.

Any and all acts already performed by the Parish President in accordance with the authorities herein granted are hereby approved, confirmed and ratified.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO

NAYS: NONE

ABSENT: MINNICH

And the resolution was declared adopted this 1st day of July, 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT:

RETD/SECRETARY:

AT 11:00 AM

RECD BY:

**ECONOMIC DEVELOPMENT
AWARD CONTRACT / AGREEMENT**

Contract No.

This Contract / Agreement is effective as of **June 8, 2002**, by and among the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT**, through the **LOUISIANA ECONOMIC DEVELOPMENT CORPORATION** (either or both herein sometimes referred to as **LEDC**), P. O. Box 94185, Baton Rouge, LA 70804-9185; **RANDA CORP.**, together with its affiliates and subsidiaries (sometimes hereafter called "**RANDA CORP**"), and particularly its affiliate, **RANDA PROPERTIES LLC** (sometimes hereafter called "**RANDA PROPERTIES**"), (both herein sometimes referred to collectively as **COMPANY**), 966 South White Street, New Orleans, Louisiana 70125; and **PARISH OF ST. CHARLES** (herein sometimes referred to as **SPONSORING ENTITY**), P. O. Box 302, Hahnville, Louisiana 70057; who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

WHEREAS, the parties intend to develop an industrial or business development project requiring basic infrastructure;

WHEREAS, a program for providing financial incentives to industrial or business development projects promoting economic development within the State of Louisiana has been finalized;

WHEREAS, **COMPANY** and **SPONSORING ENTITY**, in order to fully establish, implement, and develop the agreed upon infrastructure project, have need for the funds available from the special fund of the State of Louisiana, pursuant to the Economic Development Award Program, La. R.S. 51:2341 *et seq.*;

WHEREAS, the Department of Economic Development, acting through the Louisiana Economic Development Corporation, which is charged with the responsibility of authorizing the expenditure of monies from this special fund, is in favor of establishing this infrastructure Project and approved said Project on **June 7, 2002**; and

WHEREAS, the **SPONSORING ENTITY** desires the assistance of the State of Louisiana, and the Department of Economic Development, through the Louisiana Economic Development Corporation, in carrying out this Project;

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this **Grant** is to provide funding for **SPONSORING ENTITY** to purchase a 9.7 acre parcel of land and for other documented infrastructure expenses arising in connection with the purchase and development of the property in accordance with the Application, which property is located in James Business Park, in St. Charles Parish, Louisiana. The property is to be used for the construction of an approximately 165,000 square foot distribution center and corporate headquarters for the benefit of **COMPANY**, which is now the world's largest men's accessories company. **SPONSORING ENTITY** will maintain title to the property and will enter into a ground lease and a facilities lease with **RANDA PROPERTIES**, whose performance and obligations under which leases shall be guaranteed by **RANDA CORP.** Financing for the construction of the Project will be provided by Industrial Revenue Bonds to be issued by **SPONSORING ENTITY**. **RANDA CORP.** shall sublease the land and facilities from **RANDA PROPERTIES**, and will operate the Project. **COMPANY** will be responsible for any necessary maintenance of the property and building facility.

ARTICLE II. DEFINITIONS

Definitional Section. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise, and such meanings shall be equally applicable to both singular and plural forms of the terms defined;

a. "AGREEMENT" shall mean this Economic Development Award Contract/Agreement by and among LEDC, the SPONSORING ENTITY and COMPANY, including all exhibits attached hereto, and all supplements, modifications or amendments from time to time as may be added in accordance with the terms hereof.

b. "ELIGIBLE COSTS" shall mean the costs set forth as "project costs" under Article VII as allowable under the Economic Development Award Program, LAC 13:III, Chapter 1.

c. "PROJECT" shall mean the expansion, improvements and infrastructure as more fully described in Article I which promote economic development for which LEDC assistance is required as an incentive to COMPANY to remain in, continue, expand and/or locate its operations in the state of Louisiana.

d. "STATE FUNDS" or "FUNDS" shall mean funds provided by LEDC pursuant to this Agreement in an amount not to exceed **ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED . FORTY-FIVE & NO/100 (\$ 1,053,545.00) DOLLARS** allowable for reimbursement under this Agreement.

Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

a. Words importing the singular number shall include the plural number and vice versa.

b. All references herein to particular articles or sections are references to articles or sections of this Agreement.

c. The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.

d. The terms "hereby," "hereof," "hereto," "herein," "hereunder" or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term "hereafter" means after, and the term "heretofore" means before the date of execution of this Agreement.

ARTICLE III. PERFORMANCE OBJECTIVES

The **Grant** which SPONSORING ENTITY receives as a result of this Agreement shall be used solely for the purpose more fully described in Article I of this Agreement.

RANDA CORP shall continue to fill and maintain its original **one hundred ninety-two (192)** current positions until **December 31, 2007**, at a total annual payroll of not less than **FIVE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED SIXTY & NO/100 (\$ 5,183,460.00) DOLLARS**.

RANDA CORP shall also, by **December 31, 2004**, employ an additional **sixty (60)** new employees for an additional **sixty (60)** newly created positions at an additional total annual payroll of not less than **ONE MILLION ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FORTY & NO/100 (\$ 1,111,940.00) DOLLARS**, and shall continue to fill and maintain these positions until **December 31, 2007**.

RANDA CORP shall, by **December 31, 2005**, employ an additional **forty (40)** new employees for an additional **forty (40)** newly created positions at an additional total annual payroll of not less than **SEVEN HUNDRED FORTY THOUSAND EIGHTY & NO/100**

(\$ 740,080.00) DOLLARS, and shall continue to fill and maintain these positions until **December 31, 2007**.

RANDA CORP shall, by **December 31, 2006**, employ an additional **thirty-three (33)** new employees for an additional **thirty-three (33)** newly created positions at an additional total annual payroll of not less than **FIVE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED TEN & NO/100 (\$ 586,610.00) DOLLARS**, and shall continue to fill and maintain these positions until **December 31, 2007**.

Reimbursements may be suspended by LEDC if COMPANY fails to comply with the purpose of Article I or the requirements of Article III of this Agreement. This shall not in any way limit LEDC's ability to utilize other actions provided for in this Agreement.

All expenditure of funds by SPONSORING ENTITY shall be made in accordance with applicable procurement law, and upon written contract or purchase order. The Objectives and the Economic Impact of this Project expected by the COMPANY are described in Exhibit "A", which is attached and made part of this Agreement.

ARTICLE IV. USE OF FUNDS

The funds which are disbursed to SPONSORING ENTITY under this Agreement shall be used solely for the Eligible Costs in connection with this Project and in accordance with constitutional and statutory restrictions on the use of State Funds for public purposes. The SPONSORING ENTITY shall maintain appropriate financial records which shall document all expenditures. Upon reasonable notice, the SPONSORING ENTITY and COMPANY shall permit the inspection and/or audit of all books, records, and activities relative to the Project by LEDC or the Legislative Auditor at any time, during normal business hours. The SPONSORING ENTITY agrees to reimburse LEDC for any funds from the Project which are not used in accordance with this Agreement and applicable state law, and shall be responsible for the payment of all costs which are not considered to be Eligible Costs.

SPONSORING ENTITY and COMPANY shall not sign any contract or agreement in connection with the Project which would cause LEDC's total obligation under this Agreement to exceed **ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED FORTY-FIVE & NO/100 (\$ 1,053,545.00) DOLLARS**.

ARTICLE V. PUBLIC BID LAWS

In the event that SPONSORING ENTITY undertakes to perform any construction with respect to the Project with the funds provided by this Contract and public bid laws are applicable thereto, SPONSORING ENTITY shall solicit bids for the services, labor and materials required for the Project in accordance with any applicable public bid laws. SPONSORING ENTITY shall maintain a procurement file which shall contain the information and data regarding the process as well as the result of procuring these services, labor, and materials.

ARTICLE VI. CONSTRUCTION OF PROJECT

Prior to acquisition of any immovable property paid for with State Funds, SPONSORING ENTITY shall obtain an appraisal, a survey, and a title examination and provide copies of these documents to LEDC.

Insofar as SPONSORING ENTITY undertakes to perform any construction in connection with the Project with the funds provided by this Agreement, SPONSORING ENTITY shall select and execute a contract with an appropriate engineering or architectural firm for the performance of all engineering or architectural services necessary, which may include the preparation of complete plans, specifications and estimates, including, but not limited to, surveys, environmental processing, preliminary and final plans, assistance in preparation of construction proposals and advertisements for the Project, for construction contract administration and for construction inspection.

In the event that funds provided by this Contract are to be used by SPONSORING ENTITY for construction with respect to this Project, SPONSORING ENTITY shall prepare all proposals to

comply with applicable state law, and will advertise for and receive bids for work in accordance with the Public Bid Law. All such bids shall be properly tabulated, extended and summarized to determine the official low bidder. The award of contract shall be made by SPONSORING ENTITY in accordance with law.

In the event SPONSORING ENTITY utilizes the funds provided by this Agreement for construction in connection with this Project, a construction contract will be prepared by SPONSORING ENTITY after the award of contract, and such contract shall require the contractor to provide an appropriate Performance and Payment Bond for the Project's construction, and requiring appropriate Builder's Risk Insurance Coverage insuring the building and improvements during the construction period. Copies of said construction contract, bond and insurance shall be transmitted to LEDC after execution and issuance. SPONSORING ENTITY will be responsible for recordation of any construction contract and bond in accordance with law. SPONSORING ENTITY will supervise and assume all liability and responsibility for all aspects of the Project's construction.

ARTICLE VII. DISBURSEMENT OF FUNDS

In accordance with the terms hereof, it is intended that LEDC shall disburse funds to SPONSORING ENTITY on a reimbursement basis for the acquisition costs of the land and for other documented infrastructure expenses arising in connection with the purchase and development of the property to be used for this Project in accordance with the Application, and only after the following conditions have been met:

- a. SPONSORING ENTITY and/or COMPANY shall provide LEDC with signed commitment letters from all of the Project's other sources of funding and in-kind contributions, both public and private. Said commitment letters shall specify the terms and conditions required by other sponsors in return for said funding or contributions.
- b. SPONSORING ENTITY and COMPANY shall provide LEDC with signed confirmation that all technical, environmental, engineering studies or other analyses, licenses and/or permits required have been completed or obtained.
- c. COMPANY and SPONSORING ENTITY shall provide LEDC with a copy of any lease agreements showing all the terms and conditions of said leases, including all options on renewals or extension of the terms of the leases.
- d. SPONSORING ENTITY shall provide LEDC with a copy of all closing documents relating to the acquisition of immovable property paid for with State Funds including, but not limited to, a certified copy of the executed and recorded Act of Sale.

The eligible cost of this Grant by LEDC is ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED FORTY-FIVE & NO/100 (\$ 1,053,545.00) DOLLARS. The allowable funds shall be used as follows:

Project Costs					
Total Costs by Activity	Amount and Source of Funds				
	Private	EDAP	Local Govt.	Other	Total Costs
Land Acquisition		1,000,000			\$1,000,000
Building Construction			\$7,000,000		\$7,000,000
Capital Equipment			\$1,000,000		\$1,000,000
Infrastructure Improvement (Other Documented Expenses in Connection with the Purchase of the Property)		\$ 53,545			\$ 53,545

Infrastructure Improvement

Site Improvement

Private Working Capital

Other (Specify)

2,005,000

Other Local Incentives

Administration

Total Project Costs

1,053,545

\$8,000,000

2,005,000

\$9,053,545



No state funds shall be paid for any one phase of this Agreement that exceeds the categories on the above table of Project Costs, without LEDC's prior written approval. Requests to transfer funds between categories shall require the prior written approval of the Director of Resource Services, LEDC, or his successor in authority.

SPONSORING ENTITY shall submit a Cost Report to LEDC for approval. The Cost Report shall be in the form of Exhibit "D" and list reimbursable expenses as allowed by law and pursuant to the Rules of the Economic Development Award Program, (LAC 13:III, Chapter 1). Copies of all of RANDA CORP's most recent Louisiana Department of Labor (LDOL) ES-4 Forms ("Quarterly Report of Wages Paid") which have been filed by RANDA CORP either since the beginning of this Agreement or since the last previously submitted report (whichever is appropriate) shall be attached to and submitted with each Cost Report submitted. RANDA CORP shall be required to submit copies of such ES-4 Forms to SPONSORING ENTITY as needed.

Cost Reports submitted to LEDC by SPONSORING ENTITY shall bear a certification by the proper authority of SPONSORING ENTITY, or his/her duly appointed designee, that the expense items listed contained in the Cost Reports are correct and have been incurred in accordance with the terms of the contract, applicable Federal and Louisiana State Laws, and the Rules of the Economic Development Award Program.

Expenses will initially be eligible for reimbursement at eighty-five (85%) percent, the remaining fifteen (15%) percent being retained by LEDC until LEDC staff inspects the Project to assure that all work required by this Agreement has been completed.

ARTICLE VIII. OWNERSHIP OF PROPERTY

SPONSORING ENTITY shall maintain ownership of all property and improvements acquired by or paid for out of STATE FUNDS and shall not transfer ownership of such property or improvements for less than fair market value during the term of this Agreement. Should COMPANY decide to purchase said property for fair market value during the term of this Agreement, credit will be given for any accumulated payback to the State, as determined by LEDC. Proceeds received by SPONSORING ENTITY from COMPANY derived from such purchase shall be refunded to LEDC by SPONSORING ENTITY immediately upon receipt.

All records, reports, documents and other material delivered or transmitted to SPONSORING ENTITY by LEDC shall remain the property of LEDC, and shall be returned by SPONSORING ENTITY to LEDC, at SPONSORING ENTITY's expense, upon the completion, termination or expiration of this contract. All administrative type records, reports, documents, forms or other materials related to this contract and/or obtained or prepared by SPONSORING ENTITY in connection with the performance of the services contracted for herein shall become the property of LEDC, and shall, upon LEDC's request, be surrendered or returned by SPONSORING ENTITY to LEDC, at SPONSORING ENTITY's expense, upon the completion, termination or expiration of this contract.

ARTICLE IX. REPORTING AND MONITORING

During the term of this Agreement, SPONSORING ENTITY and COMPANY shall provide LEDC with standardized semi-annual reports describing the progress toward the Performance Objectives (Exhibits "B" and "C"). The first report shall be due on **January 15, 2003**, for the period ending **December 31, 2002**. Subsequent semi-annual reports are due fifteen (15) days after the end of each subsequent semi-annual calendar period throughout the contract period. The final report will be due within fifteen (15) days of the contract's termination or expiration.

SPONSORING ENTITY's standardized semi-annual report shall include, but is not limited to, a review and certification of COMPANY's hiring records and the extent of COMPANY's compliance with contract employment commitments. Copies of all of the COMPANY's most recent Louisiana Department of Labor (LDOL) ES-4 Forms ("Quarterly Report of Wages Paid") which have been filed by the COMPANY either since the beginning of this Agreement or since the last previously submitted report (whichever is appropriate) shall be attached to and submitted with each periodic report submitted. The COMPANY shall be required to submit copies of such ES-4 Forms to SPONSORING ENTITY as needed.

If, in the opinion of LEDC, either or both SPONSORING ENTITY and/or COMPANY is/are not adequately performing or meeting its performance objectives, LEDC may require either or both SPONSORING ENTITY and/or COMPANY to complete and submit to LEDC standardized quarterly reports instead of the semi-annual reports required by the previous paragraphs. In such event, the first quarterly report shall be due fifteen (15) days after the end of the calendar quarter in which LEDC's opinion was reached; and thereafter, quarterly reports shall be due within fifteen (15) days after the end of each subsequent calendar quarter throughout the remainder of the contract period; and the final report shall be due as stated above.

SPONSORING ENTITY shall oversee timely submission of reports by COMPANY to LEDC.

LEDC's Contract Monitor shall review and approve all Cost Reports submitted pursuant to Article VII and all reports required by this Article.

ARTICLE X. CONTRACT TERM

This Agreement shall be effective from **June 8, 2002**, and shall terminate on **December 31, 2007**.

ARTICLE XI. TERMINATION FOR CAUSE

LEDC may terminate this contract for cause based upon the failure or inability of the COMPANY and/or SPONSORING ENTITY to substantially comply with the terms and/or conditions of this contract; provided that LEDC shall give the COMPANY and SPONSORING ENTITY written notice, via certified mail, return receipt requested, specifying the COMPANY's and/or SPONSORING ENTITY's failure or inability. If within thirty (30) days after receipt of such notice, the COMPANY and/or SPONSORING ENTITY shall not have corrected such failure or inability and proceeded diligently to complete such correction, then LEDC may at its option, place the COMPANY and/or SPONSORING ENTITY in default and the contract shall terminate on the date specified in such notice. The COMPANY and/or SPONSORING ENTITY may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LEDC to comply with the terms and conditions of this contract; provided that COMPANY and/or SPONSORING ENTITY shall give LEDC written notice, via certified mail, return receipt requested, specifying LEDC's failure. If within thirty (30) days after receipt of such notice, LEDC shall not have either corrected such failure or commenced to correct and thereafter proceeded diligently to complete such correction, then COMPANY and/or SPONSORING ENTITY may at its option, place LEDC in default, and the contract shall terminate on the date specified in such notice.

LEDC may also at its option amend this contract due to COMPANY's and/or SPONSORING ENTITY's inability to perform as agreed, by extending the duration of this contract in order to provide an adequate period for performance and/or monitoring.

ARTICLE XII. AMENDMENT/TERMINATION FOR BUDGETARY REDUCTIONS; COMPLETION OF PERFORMANCE

LEDC may amend and/or terminate this contract due to budgetary reductions or changes in funding priorities of LEDC which have been ordered by the Governor of the State of Louisiana or by the Legislature of the State of Louisiana, upon thirty (30) days written notice, via certified mail, return receipt requested. SPONSORING ENTITY shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

LEDC may also terminate this contract upon thirty (30) days written notice, by certified mail, return receipt requested, in the event that the conditions, requirements and obligations of the parties as contained in this contract have been met, performed and successfully completed, and in the opinion of LEDC there remains no reason for the continuation of the effectiveness of this contract.

ARTICLE XIII. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds by the Louisiana legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated; and upon such termination, COMPANY, SPONSORING ENTITY and LEDC shall each be fully released from all further obligations herein set forth, although reporting and audit requirements for periods up to the date of termination would survive.

ARTICLE XIV. DEFAULT

In the event SPONSORING ENTITY fails to comply with the purpose described in Article I or COMPANY fails to substantially comply with the performance objectives described in Exhibit "A", LEDC shall retain the right to withhold additional award funds and/or to reclaim previously disbursed funds from the non-performing party, be it the SPONSORING ENTITY or COMPANY, or both SPONSORING ENTITY and COMPANY, in an amount commensurate with the scope of the unmet performance objectives, limited to the economic value not realized by the State due to COMPANY's or SPONSORING ENTITY's failure to meet its objectives, using the same formulas used by the State when determining the award, and not to exceed the amount of the award.

ARTICLE XV. ASSIGNMENT OF INTEREST

Neither COMPANY nor the SPONSORING ENTITY may assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without prior written consent of LEDC, provided however, that claims for money due or to become due to SPONSORING ENTITY from LEDC may be assigned to a bank, trust company, or other financial institution without such prior written consent. Written notice of any such assignment or transfer shall be furnished promptly to LEDC, via certified mail, return receipt requested.

ARTICLE XVI. TAX LIABILITY

SPONSORING ENTITY agrees that any responsibility for payment of taxes from the funds granted to it under this Agreement shall be said SPONSORING ENTITY's obligation, identified under Federal Tax ID tax number: 72 - 6001208.

ARTICLE XVII. PUBLIC LIABILITY

The SPONSORING ENTITY and/or COMPANY hereby agree to protect, defend, indemnify, save and hold harmless LEDC, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any act or

omission of SPONSORING ENTITY and/or COMPANY, their agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the SPONSORING ENTITY and/or COMPANY as a result of any claims, demands, and/or causes of actions except for those claims, demands, and/or causes of action arising out of the negligence of LEDC, the State of Louisiana, its State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. SPONSORING ENTITY and/or COMPANY agree to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

ARTICLE XVIII. AUDITS OF ACCOUNTS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors and/or the LEDC Auditor shall have the option of auditing all accounts of COMPANY and SPONSORING ENTITY which relate to this contract at any time.

For each fiscal or accounting year wherein SPONSORING ENTITY receives Funds from LEDC pursuant to this Agreement, SPONSORING ENTITY shall have an independent Contract Compliance Audit performed on the expenses reimbursed under this contract by an independent qualified CPA. This audit must be performed in accordance with generally accepted auditing standards, and is to be so certified by the independent auditor. The Contract Compliance Audit must include an examination of reimbursed expenses to determine if they were made in accordance with the terms of the contract, applicable Laws and Economic Development Award Program Rules. The audit must also determine that the expenses were not reimbursed by any other source. SPONSORING ENTITY's single audit pursuant to the Single Audit Act of 1984, P.L. or other federal legislation shall fulfill the audit requirements of this contract. SPONSORING ENTITY shall have an independent Contract Compliance Audit performed by a qualified independent Certified Public Accountant at the end of its fiscal or accounting year. The audit may be performed in conjunction with a financial audit, but results must be made available to LEDC within twelve (12) months after SPONSORING ENTITY's fiscal or accounting year-end. SPONSORING ENTITY may, with LEDC approval, elect to have a multi-year independent Contract Compliance Audit performed to cover the entire contract period.

ARTICLE XIX. DISCRIMINATION CLAUSE

COMPANY and SPONSORING ENTITY agree to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and COMPANY and SPONSORING ENTITY agree to abide by the requirements of the Americans with Disabilities Act of 1990.

COMPANY and SPONSORING ENTITY agree not to discriminate in their employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by COMPANY or SPONSORING ENTITY, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARTICLE XX. AMENDMENT TO AGREEMENT

The parties hereby agree that, in order to be effective, any amendment to this Agreement shall be in writing and signed by all parties.

ARTICLE XXI. NOTICES

The parties hereby agree that, in order to be effective, any notices and documentation with respect to this Agreement, not required to be sent by certified mail, return receipt requested, shall be deemed received the day after such are sent, when sent either by overnight courier or first-class mail, postage pre-paid and simultaneous facsimile transmission, to the parties at the addresses given below:

If to LEDC:
Mr. Michael Williams, Director
Resource Services Division
LA. DEPARTMENT OF
ECONOMIC DEVELOPMENT
P.O. Box 94185
Baton Rouge, LA 70804-9185
Fax: (225)-342-0142

If to Sponsoring Entity:
Hon. Albert D. Laque,
Parish President
PARISH OF ST. CHARLES
P. O. Box 302
Hahnville, LA 70057
Fax: (985)-783-5015

If to Company:
Mr. William L. Murphy,
Senior Vice President for Finance
RANDA CORP. and
RANDA PROPERTIES LLC
966 South White Street
New Orleans, LA 70125
Fax: (504)-821-1088

IN WITNESS WHEREOF, the parties hereto have caused this Contract and Agreement to be signed on the dates hereafter shown, in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

DEPARTMENT OF ECONOMIC
DEVELOPMENT, through the
LOUISIANA ECONOMIC
DEVELOPMENT CORPORATION

Witness

By:

Witness

Don J. Hutchinson, Date
Secretary of DED & President of LEDC

Witness

By:

Witness

Darlene P. Richard, Date
Undersecretary of DED &
Secretary/Treasurer of LEDC

Contract Monitor

Date

By:

Witness

Michael O. Williams, Date
Director of Resource Services

RANDA CORP.

Witness

By:

Witness

William L. Murphy, Date
Senior Vice President for Finance

RANDA PROPERTIES LLC

Witness

By:

Witness

William L. Murphy, Date
Senior Vice President

Valerie Berthelet

Witness

PARISH OF ST. CHARLES

Nicole Breau

Witness

By: *Albert D. Laque* 7/2/2012
Albert D. Laque, Parish President Date

EMPLOYMENT IMPACT OF THE PROJECT

Total	66*
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Types of Permanent Jobs to be Created by Project Construction/Development work	# of Jobs	Average Annual Salary
Management	3	\$36,000
Supervisors	5	\$26,610
Administrative	3	\$20,860
Heavy & Light Manufacturing	122	\$17,500

Total	133
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Types of Permanent Jobs to be Retained by Project Construction/Development work	# of Jobs	Average Annual Salary
Salaried Executives – VP & up	8	\$124,206
Salaried Management	22	\$40,100
Salaried Supervisors	14	\$26,610
Hourly Administrative	22	\$20,860
Distribution & Light Manufacturing	126	\$19,652
Total	192	

Exhibit "B"

COMPANY: RANDA CORP. (& RANDA PROPERTIES LLC)

Address: _____

Semi-Annual or Quarterly Progress Report for: (Please Check the Applicable Period Ending Date):

- ☐ March 31
- ☐ June 30
- ☐ September 30
- ☐ December 31

1. If applicable: What progress has been made on your company's project (not the infrastructure project) this period? To date?

2. What percentage of above project has been completed to date?

3. Is project on targeted time line? Please discuss.

4. Provide total number of employees and their associated total annual payroll (as shown in Company's (LDOL) ES-4 Form). Tell how many are incumbent and how many are new and provide their associated total annual payrolls (as shown in Company's (LDOL) ES-4 Forms). Company must supply Sponsoring Entity with copies of all of Company's most recent Louisiana Department of Labor (LDOL) ES-4 Forms ("Quarterly Report of Wages Paid") filed by Company either since the beginning of this Agreement or since the last previously submitted report (whichever is appropriate), which shall be attached to this periodic report and submitted to the Louisiana Department of Economic Development / Louisiana Economic Development Corporation along with this periodic report.

5. If the number, type, or salaries of jobs created or retained vary from EXHIBIT "A" projections, give variations and explanations.

I hereby certify that the information herein provided is true and correct and is in compliance with the terms of the Economic Development Award Contract/Agreement, applicable Federal and Louisiana State Law, and the Rules of the Louisiana Economic Development Award Program.

Signature of Authorized Representative & Title

Print/Type Name & Title

Date

Exhibit "C"

SPONSORING ENTITY: PARISH OF ST. CHARLES

Address: P. O. Box 302, Hahnville, LA. 70057

Semi-Annual or Quarterly Progress Report for: (Please Check the Applicable Period Ending Date):

☐ March 31

☐ June 30

☐ September 30

☐ December 31

1. Progress made on infrastructure project:

A. This period?

B. To date?

2. What percentage of the project is complete as of this date?

3. Is project on targeted time line? If not, please discuss.

4. Please reference any concerns or problems that may or have affected achievement of performance objectives described in Article I.

5. Has Company complied with its commitment to *retain and/or create jobs* and its annual salary requirements mandated in Exhibit "A" (Sponsoring Entity is responsible for review of Company's employment records to certify compliance or non-compliance by the Company). Sponsoring Entity must obtain from the Company copies of all of the Company's most recent Louisiana Department of Labor (LDOL) ES-4 Forms ("Quarterly Report of Wages Paid") filed by the Company either since the beginning of this Agreement or since the last previously submitted report (whichever is appropriate), which shall be attached to this periodic report and submitted to the Louisiana Department of Economic Development / Louisiana Economic Development Corporation along with this periodic report.

I hereby certify that the information herein provided is true and correct and is in compliance with the terms of the Economic Development Award Contract/Agreement, applicable Federal and Louisiana State Law, and the Rules of the Louisiana Economic Development Award Program.

Signature of Authorized Representative & Title

Print/Type Name & Title

Date

Exhibit “D”

COST REPORT

ECONOMIC DEVELOPMENT AWARD PROGRAM

Sponsor Name & Address: PARISH OF ST. CHARLES
P. O. Box 302, Hahnville, LA. 70057

Company Name & Address: RANDA CORP. & RANDA PROPERTIES LLC
Address:

Cost Categories	Approved Grant Amount	Requested Reimbursable Costs	Category Balance After Reimbursable Costs
Land Acquisition			
Building Acquisition			
Building Construction			
Building Rehabilitation/ Renovation			
Capital Equipment			
Other Infrastructure Improvement			
Other Infrastructure Improvement			
Other Infrastructure Improvement			
Total			

Attach to and submit with this Cost Report copies of all of the Company’s most recent Louisiana Department of Labor (LDOL) ES-4 Forms, “Quarterly Report of Wages Paid”, filed by the Company either since the beginning of this Agreement or since the last previously submitted report (whichever is appropriate).

I hereby certify that the expense items contained in this cost report are correct and have been incurred in accordance with the terms of the Economic Development Award Contract/Agreement, applicable Federal and Louisiana State Laws, and the Rules of the Louisiana Economic Development Award Program.

Company Authorized Representative (Signature & Title) _____ Date _____

Print/Type Name & Title

Sponsor Authorized Representative (Signature & Title) _____ Date _____

Print/Type Name & Title