

LOUISIANA PUBLIC FACILITIES
AUTHORITY

NUMBER: 6157A DIV.

VERSUS

SEC. 26

ALL TAXPAYERS, PROPERTY OWNERS,
CITIZENS OF THE STATE OF LOUISIANA
AND NONRESIDENTS OWNING PROPERTY
OR SUBJECT TO TAXATION THEREIN, AND
ALL OTHER PERSONS INTERESTED IN OR
AFFECTED IN ANY WAY BY THE
ISSUANCE OF NOT TO EXCEED \$75,000,000
OF LOUISIANA PUBLIC FACILITIES
AUTHORITY REVENUE BONDS (TIGER
ATHLETIC FOUNDATION PROJECT) IN ONE
OR MORE SERIES OR BY THE EXECUTION
OF THE COOPERATIVE ENDEAVOR AND
LEASE AGREEMENT BY AND BETWEEN
THE BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE AND TIGER ATHLETIC
FOUNDATION WITH RESPECT TO
EXPANSION AND IMPROVEMENTS TO LSU
TIGER STADIUM

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

COST OK \$ 1030

SEP 07 2012 *k*

DEPUTY CLERK OF COURT

STATE OF LOUISIANA

MOTION FOR JUDGMENT

NOW INTO COURT, through undersigned counsel, comes LOUISIANA PUBLIC FACILITIES AUTHORITY (the "Plaintiff" or the "Authority"), which respectfully says that:

1.

Plaintiff, duly created and organized as a public trust and public corporation established for public purposes for the benefit of the State of Louisiana (the "State") by a certain Indenture of Trust dated August 21, 1974 (the "Indenture of Trust"), under and pursuant to the provisions of the Louisiana Public Trust Act, being La. R.S. 9:2341-2347, as amended (the "Public Trust Act"), is duly authorized under La. R.S. 13:5121-5130, as amended (the "Bond Validation Act") to file a suit to determine:

(i) the legal validity and enforceability of the issuance of the Authority's not to exceed Seventy-Five Million and 00/100 Dollars (\$75,000,000.00) in aggregate principal amount of its Revenue Bonds ("Tiger Athletic Foundation Project") in one or more series (the "Bonds"), which Bonds are more fully described hereinafter;

(ii) the legal and binding validity and enforceability of all proceedings held and actions taken by Plaintiff and the parties to the Cooperative Endeavor and Lease Agreement (the

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“Cooperative Endeavor”) in connection with the authorization or issuance of the Bonds, the execution of the Cooperative Endeavor and the legal authorization of the transactions contemplated by the Cooperative Endeavor and of the actions of the parties to the Cooperative Endeavor;

(iii) the legal and binding validity and enforceability and the establishment and continuation of the Cooperative Endeavor, the form of which is attached hereto as **Exhibit “A”**, (including all obligations, covenants and provisions of the Cooperative Endeavor and Lease Agreement and that all notices, hearings, approvals or reporting requirements required therefore have been received or have occurred and no further or future notices, hearings, approvals or reporting requirements are necessary in connection with or for the legal and binding validity and enforceability of the Cooperative Endeavor) to be executed by Tiger Athletic Foundation (the “Foundation”), a private, nonprofit corporation organized and existing under the laws of the State, and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “LSU Board”) pursuant to a resolution adopted by the LSU Board on April 27, 2012, a copy of which is attached hereto as **Exhibit “B”**, containing a lease of immovable property (the “LSU Property”) by the LSU Board to the Foundation, authorizing the acquisition, construction and equipping of an expansion and other improvements to Tiger Stadium (the “South Endzone Project”) located on the campus of Louisiana State University and Agricultural and Mechanical College, the flagship institution of Louisiana, in Baton Rouge, Louisiana (the “University”), and leasing to the LSU Board a portion of the South Endzone Project pursuant to the University Leasing Act¹, and providing for other matters related thereto;

(iv) the legal validity and enforceability of (a) the Trust Indenture to be dated as of October 1, 2012 or such other date agreed to by the parties thereto, the form of which is attached hereto as **Exhibit “C”**, (the “Trust Indenture”) by and between the Authority and Regions Bank, as trustee (the “Trustee”), (b) the Loan Agreement to be dated as of October 1, 2012 or such other date agreed to by the parties thereto, the form of which is attached hereto as **Exhibit “D”**, (the “Loan Agreement”) by and between the Authority and the Foundation, (c) the Assignment of Pledged Revenues and Security Agreement dated as of January 1, 1999, as supplemented and amended by the Amended and Restated Act of Assignment of Pledged Revenues and Security Agreement to be dated as of October 1, 2012 or such other date agreed to by the parties thereto, the form of which is

¹ La. R.S. 17:3361-3366, inclusive

attached hereto as **Exhibit “E”**, (collectively, the “Assignment”) by and between the Foundation and Regions Bank, as successor-in-interest to Capital One, National Association, as assignee (the “Assignee”) for the benefit of the secured parties thereunder, and (d) all other documents executed in connection with the issuance of the Bonds and the security therefore and the loan of the proceeds of the Bonds to the Foundation for purposes of financing or reimbursing a portion of the costs of acquisition, construction, expansion, installation and equipping of the South Endzone Project and certain other improvements, including without limitation, improvements to or replacement of the tennis, gymnastics and other olympic sports venues (the “Olympic Sports Improvements” and, together with the South Endzone Project, the “2012 Project”), at the University, funding interest due on the Bonds during construction of the 2012 Project, and paying the necessary costs in connection with the issuance of the Bonds (the items referenced in the preceding subparagraphs (iii) and (iv)(a)(b)(c) and (d) are collectively referred to as the “Project Documents”);

(v) that La. R.S. 39:1367 (the “Debt Limitation Law”) does not apply to the Bonds and the Facilities Lease Payments (defined herein);

(vi) that La. R.S. 39:101(A)(1) does not apply to the construction of the 2012 Project and the Facilities Lease Payments; and

(vii) that the Facilities Lease Payments and any other payment obligations of the LSU Board under the Cooperative Endeavor and the actions taken by the LSU Board to support funding for such payments have received all required approvals, are legally authorized, and such payments constitute neither debt under the Debt Limitation Law and/or Article VII, Section 6 of the Constitution of the State of Louisiana of 1974, as amended, nor a prohibited donation under Article VII, Section 14 of the Constitution of the State of Louisiana of 1974, as amended.

2.

Made defendants herein, pursuant to the Bond Validation Act, are all taxpayers, property owners, citizens of the State and nonresidents owning property or subject to taxation therein, and all other persons having or claiming any right, title or interest in any property or funds to be affected in any way by the issuance of the Bonds or the execution of the Cooperative Endeavor or the fulfillment of the obligations of the parties thereto, or having or claiming to have any rights or interest in the subject matter of this Motion for Judgment.

3.

Jurisdiction and venue are proper in this Court pursuant to La. R.S. 13:5123, as the Authority, the issuer of the Bonds, is domiciled in the Parish of East Baton Rouge.

4.

Plaintiff files this Motion for Judgment against all defendants hereinabove identified for the purposes set forth in Paragraph 1 above.

5.

The Authority adopted a resolution on June 25, 2012, a copy of which is attached hereto as **Exhibit "F"**, (the "Bond Resolution") authorizing, among other matters, the Authority to proceed with the development of the 2012 Project on behalf of the Foundation involving the issuance of the Bonds; authorizing the publication of the Notice of Sale of Bonds and authorizing the Authority to proceed with the Bond Validation lawsuit in connection with the issuance and security for the Bonds. As authorized by the Act, the Bond Resolution was published in the August 6, 2012 edition of *The Advocate* (evidence of such publication is attached hereto as **Exhibit "G"**), a newspaper having general circulation in the area under the jurisdiction of the Authority and the official journal of the Authority.

6.

The Act further provides that for a period of thirty (30) days from the date of publication of the Notice of Sale of Bonds any person or persons in interest shall have the right to contest the legality of the Notice of Sale of Bonds, the Bond Resolution or other proceedings authorizing the issuance of the Bonds and the legality of the bond issue for any cause, after which time no one shall have any cause or right of action to contest the legality of the Bond Resolution or other proceedings or of the Bonds authorized thereby for any cause whatsoever. If no suit, action or proceedings are begun contesting the validity of the Bonds within said thirty (30) day period prescribed by the Act, the authority to issue the Bonds and to provide for the payment thereof, the legality thereof and of all of the provisions of the Bond Resolution or other proceedings authorizing the issuance of the Bonds shall be conclusively presumed, and no court shall have authority to inquire into such matters.

7.

In accordance with the Act, the Notice of Sale of Bonds was published on August 1, 2012 in each of *The Daily Journal of Commerce* and *The Advocate* (evidence of such publications are

attached hereto as **Exhibit “H”**), and the thirty (30) day period provided by the Act expired on September 1, 2012 without any actions being taken to contest the legality of the Bonds or the Bond Resolution adopted by the Authority, the revenues and the security pledged to the payment of the Bonds, including the Cooperative Endeavor, or any other matters related to the Bonds.

8.

The Louisiana State Bond Commission (the “State Bond Commission”) approved the issuance, sale and delivery of the Bonds and the Project Documents by its resolution adopted July 19, 2012 (a copy of which is attached hereto as **Exhibit “I”**). Additionally, the State Bond Commission approved the Cooperative Endeavor by its resolution adopted July 19, 2012 (a copy of which is attached hereto as **Exhibit “J”**).

9.

Pursuant to the Trust Indenture, the Authority shall issue the Bonds, and pursuant to the Loan Agreement, the Authority shall loan the proceeds received from the sale of the Bonds to the Foundation, and the Foundation is obligated to repay such loan to the Authority, but solely from the revenues pledged under the Loan Agreement (the “Pledged Revenues”), including, without limitation, the revenues derived by the Foundation from the Cooperative Endeavor.²

10.

Pursuant to the Trust Indenture, the Authority’s right to receive the Pledged Revenues under the Loan Agreement will be transferred and assigned to the Trustee for the benefit of the holders of the Bonds in order to secure the payment of the Bonds. The Authority’s obligation to pay is a limited obligation payable solely from the Trust Estate as defined in the Trust Indenture.³

11.

Pursuant to the Assignment, the Trustee, on behalf of the owners of the Bonds, will receive a security interest in the Pledged Revenues.⁴

12.

The South Endzone Project will require the execution of the Cooperative Endeavor. The Cooperative Endeavor stipulates, among other things, (i) that the Foundation lease the LSU Property from the LSU Board for an annual lease payment of Twenty-five Thousand and 00/100 Dollars

² See Exhibits C and D.

³ See Exhibit C.

⁴ See Exhibit E.

(\$25,000.00) and other valuable consideration for a term of fifty (50) years, (ii) that the Foundation construct the South Endzone Project, and (iii) that the LSU Board lease a portion of the South Endzone Project from the Foundation for an annual lease payment of Four Million and 00/100 Dollars (\$4,000,000.00) (the "Facilities Lease Payments") for a term commencing on the date of substantial completion of the South Endzone Project and terminating on June 30, 2049.⁵

13.

The Olympic Sports Improvements to be constructed by Foundation in accordance with the terms of one or more lease agreements ("Olympic Sports Lease Agreements") to be negotiated, approved and executed by and between the Foundation and the LSU Board subsequent to the issuance of the Bonds are separate and distinct from the South Endzone Project and are anticipated to include the design and construction of improvements to, or replacement of, the tennis, gymnastics and other olympic sports venues of the University.

14.

By virtue of the Olympic Sports Lease Agreements but pursuant to the overall transaction contemplated between LSU and Foundation, LSU will lease certain buildings and surrounding land to the Foundation, and Foundation will perform the design, construction or renovations of improvements to or replacement of the Olympic Sports Improvements and will donate those improvements to LSU upon completion of construction.

15.

The lease of the LSU Board's property to the Foundation for construction of the South Endzone Project, completion of the South Endzone Project, the lease to the LSU Board of a portion of the completed South Endzone Project, the construction of new scoreboards in connection with the South Endzone Project that will inure to the benefit of LSU, Tiger Stadium and LSU fans, the revenues collected by the LSU Board from concessions sales within the South Endzone Project and the transfer to the LSU Board of the Olympic Sports Improvements will benefit public higher education in the State of Louisiana and will promote economic development in the LSU community.

16.

Determining the validity of the Bonds requires a finding as to the applicability of the Debt Limitation Law to the Bonds and the Facilities Lease Payments.

⁵ See Exhibit A.

17.

Plaintiff avers that the LSU Board's obligation to make Facilities Lease Payments under the Cooperative Endeavor does not fit within the parameters of the Debt Limitation Law and, thus, the Debt Limitation Law is not applicable to the Bonds or to the Facilities Lease Payments to be made by the University to the Foundation under the Cooperative Endeavor. Determining the applicability of the Debt Limitation Law to the Bonds and the Facilities Lease Payments requires a finding as to whether the Cooperative Endeavor is a capital lease for accounting purposes.

18.

Pursuant thereto and as more fully described in the Memorandum in Support filed in connection with this Motion for Judgment, supporting documentation from an independent certified public accountant regarding certain calculations required supporting the conclusion that the Cooperative Endeavor is not a capital lease will be filed into the record in these proceedings prior to the hearing and become a supplemental exhibit to this Motion for Judgment.

19.

Plaintiff avers that the Facilities Lease Payments do not constitute expenditures for capital projects falling within the definition contained in La. R.S. 39:2(9) and, thus, La. R.S. 39:101(A)(1) is inapplicable to the construction of the 2012 Project and the Facilities Lease Payments.

WHEREFORE, Plaintiff prays:

(1) That this Court exercise jurisdiction of this cause and issue an order directing the publication of a Motion for Judgment two (2) times within a period of fifteen (15) consecutive calendar days from the date of issuance of the order in *The Advocate*, a daily newspaper published in Baton Rouge, Louisiana, being the official journal of the Authority (the first publication of which is to be not later than eight (8) days from and after the date of issuance of the order), and at the same time fix a time and place for hearing this cause, which time and place will be published with this Motion for Judgment (the date fixed for the hearing to be at least ten (10) days, but not more than thirteen (13) days, after the second publication of this Motion for Judgment);

(2) That, at the time and place designated in said order, this Court proceed to hear and determine all questions of law and fact in this cause, including, without limitation, (i) the legal validity and enforceability of the Bonds, (ii) the legal and binding validity and enforceability of all proceedings held and actions taken by the Authority and the parties to the Cooperative Endeavor in

connection with the authorization or issuance of the Bonds, the execution of the Cooperative Endeavor and the legal authorization of the transactions contemplated by the Cooperative Endeavor and of the actions of the parties to the Cooperative Endeavor, (iii) the legal and binding validity and enforceability and the establishment and continuation of the Cooperative Endeavor (including all obligations, covenants and provisions of the Cooperative Endeavor and that all notices, hearings, approvals or reporting requirements required therefore have been received or have occurred and no further or future notices, hearings, approvals or reporting requirements are necessary in connection with or for the legal and binding validity and enforceability of the Cooperative Endeavor), (iv) the legal validity and enforceability of the Trust Indenture, the Loan Agreement, the Assignment and all other documents executed in connection with the issuance of and providing security for the Bonds and the loan of the proceeds of the Bonds to the Foundation for the purposes of constructing the 2012 Project, (v) that the Debt Limitation Law is not applicable to the Bonds and the Facilities Lease Payments, (vi) that La. R.S. 39:101(A)(1) is not applicable to the construction of the 2012 Project and the Facilities Lease Payments and (vii) that the Facilities Lease Payments and any other payment obligations of the LSU Board under the Cooperative Endeavor and the actions taken by the LSU Board to support funding for such payments have received all required approvals, are legally authorized, and such payments constitute neither debt under the Debt Limitation Law and/or Article VII, Section 6 of the Constitution of the State of Louisiana of 1974, as amended, nor a prohibited donation under Article VII, Section 14 of the Constitution of the State of Louisiana of 1974, as amended.

(3) That after due proceedings, this Court render a judgment herein declaring (i) the Bonds to be legally valid and enforceable, (ii) all proceedings held and actions taken by the Authority and the parties to the Cooperative Endeavor in connection with the authorization or issuance of the Bonds, the execution of the Cooperative Endeavor and the legal authorization of the transactions contemplated by the Cooperative Endeavor and the actions of the parties to the Cooperative Endeavor to be legally binding, valid and enforceable, (iii) the Cooperative Endeavor and the establishment and continuation of the Cooperative Endeavor (including all obligations, covenants and provisions of the Cooperative Endeavor and that all notices, hearings, approvals or reporting requirements required therefore have been received or have occurred and no further or future notices, hearings, approvals or reporting requirements are necessary in connection with or for the legal

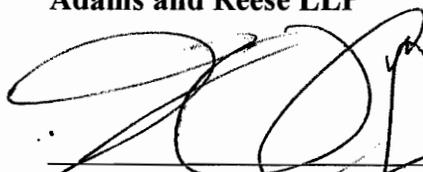
validity and enforceability of the Cooperative Endeavor) to be legally binding, valid and enforceable, (iv) the Trust Indenture, the Loan Agreement, the Assignment and all other documents executed in connection with the issuance of the Bonds, the security therefore and the loan of the proceeds of the Bonds to the Foundation for the purposes of constructing the 2012 Project to be legally valid and enforceable, (v) that the Debt Limitation Law is not applicable to the Bonds and the Facilities Lease Payments, (vi) that La. R.S. 39:101(A)(1) is not applicable to the construction of the 2012 Project and the Facilities Lease Payments and (vii) that the Facilities Lease Payments and any other payment obligations of the LSU Board under the Cooperative Endeavor and the actions taken by the LSU Board to support funding for such payments, have received all required approvals, are legally authorized, and such payments constitute neither debt under the Debt Limitation Law and/or Article VII, Section 6 of the Constitution of the State of Louisiana of 1974, as amended, nor a prohibited donation under Article VII, Section 14 of the Constitution of the State of Louisiana of 1974, as amended;

(4) That this Honorable Court issue a permanent injunction against the institution by any person of any action or proceeding contesting the legal validity and enforceability of the Bonds, the Cooperative Endeavor or any other Project Documents or any other matter adjudicated or which might have been called in question in such proceedings; and

(5) For all equitable relief.

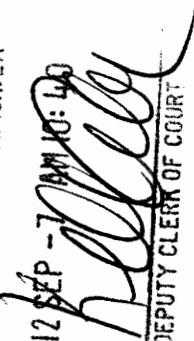
Respectfully submitted,

Adams and Reese LLP



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C. Stokes McConnell (#09163)
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FILED
EAST BATON ROUGE PARISH, LA
2012 SEP -7 AM 10:40

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CERTIFIED TRUE AND
CORRECT COPY

SEP 10 2012


East Baton Rouge Parish
Deputy Clerk of Court

LOUISIANA PUBLIC FACILITIES
AUTHORITY

NUMBER: _____ DIV. _____

VERSUS

ALL TAXPAYERS, PROPERTY OWNERS,
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FOUNDATION WITH RESPECT TO
EXPANSION AND IMPROVEMENTS TO LSU
TIGER STADIUM

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

ORDER

TO: All taxpayers, property owners, citizens of the State of Louisiana, including nonresidents owning property subject to taxation therein, and all other persons interested in or affected in any way by the issuance of not to exceed \$75,000,000 of Louisiana Public Facilities Authority Revenue Bonds (Tiger Athletic Foundation Project) in one or more series or the execution of a Cooperative Endeavor and Lease Agreement by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Tiger Athletic Foundation with respect to expansion and improvements to LSU Tiger Stadium:

Considering the Motion for Judgment filed herein by Louisiana Public Facilities Authority, a public trust and public corporation established for public purposes for the benefit of the State of Louisiana (the "State") by a certain Indenture of Trust dated August 21, 1974, under and pursuant to the provisions of the Louisiana Public Trust Act, being La. R.S. 9:2341-2347 of 1950, as amended (the "Public Trust Act"), in which the authority is vested by La. R.S. 13:5121-5130 of 1950, as amended (the "Bond Validation Act") to file this validation proceeding to determine:

(i) the legal validity and enforceability of the issuance of the Authority's not to exceed \$75,000,000 Revenue Bonds (Tiger Athletic Foundation Project) in one or more series (the "Bonds");

(ii) the legal and binding validity and enforceability of all proceedings held and actions taken by Plaintiff and the parties to the Cooperative Endeavor and Lease Agreement (the



“Cooperative Endeavor”) in connection with the authorization or issuance of the Bonds, the execution of the Cooperative Endeavor and the authorization of the transactions contemplated by the Cooperative Endeavor and of the actions of the parties to the Cooperative Endeavor;

(iii) the legal and binding validity and enforceability and the establishment and continuation of a Cooperative Endeavor (including all obligations, covenants and provisions of the Cooperative Endeavor and that all notices, hearings, approvals or reporting requirements required therefore have been received or have occurred and no further or future notices, hearings, approvals or reporting requirements are necessary in connection with or for the legal and binding validity and enforceability of the Cooperative Endeavor to be executed by and between Tiger Athletic Foundation (the “Foundation”), a private, nonprofit corporation organized and existing under the laws of the State, and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “LSU Board”), (a) containing a lease of immovable property (the “LSU Property”) by the LSU Board to the Foundation, (b) authorizing the acquisition, construction and equipping of an expansion and other improvements to Tiger Stadium (the “South Endzone Project”) located on the campus of Louisiana State University and Agricultural and Mechanical College, the flagship institution of Louisiana, in Baton Rouge, Louisiana (the “University”), and (c) leasing to the LSU Board a portion of the South Endzone Project pursuant to the University Leasing Act (La. R.S. 17:3361-3366, inclusive), and providing for other matters related thereto;

(iv) the legal validity and enforceability of (a) the Trust Indenture to be dated as of October 1, 2012 or such other date agreed to by the parties thereto (the “Trust Indenture”) by and between the Authority and Regions Bank, as trustee (the “Trustee”), (b) the Loan Agreement to be dated as of October 1, 2012 or such other date agreed to by the parties thereto (the “Loan Agreement”) by and between the Authority and the Foundation, (c) the Assignment of Pledged Revenues and Security Agreement dated as of January 1, 1999, as supplemented and amended by the Amended and Restated Act of Assignment of Pledged Revenues and Security Agreement to be dated as of October 1, 2012 or such other date agreed to by the parties thereto (collectively, the “Assignment”) by and between the Foundation and Regions Bank, as successor-in-interest to Capital One, National Association, as assignee (the “Assignee”) for the benefit of the secured parties thereunder, and (d) all other documents executed in connection with the issuance of the Bonds, the security therefore and the loan of the proceeds of the Bonds to the Foundation for purposes of financing or reimbursing a portion of the costs of acquisition, construction, expansion, installation

and equipping of the South Endzone Project and certain other improvements, including without limitation, improvements to or replacement of the tennis, gymnastics and other olympic sports venues (the "Olympic Sports Improvements" and, together with the South Endzone Project, the "2012 Project"), at the University, funding interest due on the Bonds during construction of the 2012 Project, and paying the necessary costs in connection with the issuance of the Bonds (the items referenced in the preceding subparagraphs (iii) and (iv)(a)(b)(c) and (d) are collectively referred to as the "Project Documents");

(v) that La. R.S. 39:1367 (the "Debt Limitation Law") is not applicable to the Bonds and the annual lease payment of Four Million and 00/100 Dollars (\$4,000,000.00) to be made by the LSU Board to the Foundation under the Cooperative Endeavor (the "Facilities Lease Payments"); (vi) that La. R.S. 39:101(A)(1) is not applicable to the construction of the 2012 Project and the Facilities Lease Payments;

(vii) that the Facilities Lease Payments and any other payment obligations of the LSU Board under the Cooperative Endeavor and the actions taken by the LSU Board to support funding for such payments have received all required approvals, are legally authorized, and such payments constitute neither debt under the Debt Limitation Law and/or Article VII, Section 6 of the Constitution of the State of Louisiana of 1974, as amended, nor a prohibited donation under Article VII, Section 14 of the Constitution of the State of Louisiana of 1974, as amended; and

(viii) any other matter adjudicated or which might have been called in question in said proceedings so that the Bonds may be issued and all documents in connection therewith may be executed and effected as contemplated therein.

Said Motion now having been presented to this Court, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED THAT the Plaintiff is hereby directed to publish the Motion for Judgment filed in these proceedings, together with a copy of this Order, on the 13th day of September, 2012, and on the 14th day of September, 2012, in *The Advocate*, a daily newspaper published in the Parish of East Baton Rouge and the official journal of the Authority.

IT IS FURTHER ORDERED THAT all taxpayers, property owners, citizens of the State of Louisiana, including nonresidents owning property subject to taxation therein, and all other persons interested in or affected in any way by the issuance of the Bonds or the execution of the Cooperative Endeavor, are each hereby required to show cause, if any they can, on the ²⁴25th day of September,

2012, at 9:30 o'clock a a.m., in Room 9D, why the relief prayed for in the said Motion for Judgment should not be granted validating the issuance of the Bonds and the Cooperative Endeavor, the establishment and continuation of the Cooperative Endeavor and all covenants and provisions thereof, including those provisions authorizing the execution and performance of the obligations of the parties contemplated therein (including the lease back by the LSU Board as contemplated by said Cooperative Endeavor and that all notices, hearings, approvals or reporting requirements required in connection with the Cooperative Endeavor have been received or have occurred and no further or future notices, hearings, approvals or reporting requirements are necessary in connection with therewith or for the legal validity and enforceability thereof) or any other matter adjudicated or which might have been called into question in said proceedings so that the Cooperative Endeavor may be executed and the obligations thereunder performed as therein contemplated.

IT IS FURTHER ORDERED THAT by publication of the Motion for Judgment in this cause and of this Order, all taxpayers, property owners, citizens of the State of Louisiana, including nonresidents owning property subject to taxation therein, and all other persons interested in or affected in any way by the issuance of the Bonds or the execution of the Cooperative Endeavor shall be considered as parties defendant in these proceedings and as having been duly served; and this Court shall have jurisdiction over them the same as if each of them were named individually as a party defendant in said Motion for Judgment and personally served with process in this cause.

2012
FILED
EAST BATON ROUGE PARISH, LA
2012 SEP -7 AM 10:10
DEPT. CLERK OF COURT

THUS DONE AND ORDERED at Baton Rouge, Louisiana, this 7th day of September,



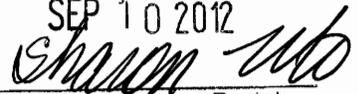
JUDGE, 19TH JUDICIAL DISTRICT COURT

PLEASE NOTICE:

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C. Stokes McConnell
Michael T. Durham
J. Alex Pucheu
Scott M. Levy
Kellen J. Mathews
450 Laurel Street, Suite 1900
Baton Rouge, Louisiana 70801
Counsel for Louisiana Public Facilities Authority

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CORRECT COPY

SEP 10 2012



East Baton Rouge Parish
Deputy Clerk of Court