BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of Contractual Review

June 29, 2009

Ms. Chris Stewart
State Contracts/Grants Reviewer
Department of Economic Development
Post Office Box 94185
Baton Rouge, LA 70804-9185

Dear Ms. Stewart:

Enclosed are approved copies of the following amendment submitted to us and received in our office on June 10, 2009.

Department of Economic Development
OCR# 252-900849 AMENDMENT # 01 CFMS # 666446
Biomedical Research Foundation of Northwest La.

We appreciate your continued cooperation.

Sincerely,

Sandra G. Gillen

Sandra G. Gillen, CPPB
Director

SGG/pl

Enclosure

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First Amendment to
COOPERATIVE ENDEAVOR AGREEMENT
between the
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and
THE BIOMEDICAL RESEARCH FOUNDATION
OF NORTHWEST LOUISIANA

Be It Known, that this Amendment Agreement is entered into and is effective as of the 1st day of **June, 2009**, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, Louisiana 70804-9185 (hereinafter sometimes referred to as "**LED**" or "**State**"), and **The Biomedical Research Foundation of Northwest Louisiana**, P. O. Box 38050, Shreveport, Louisiana 71133 (hereinafter sometimes referred to as "**Contractor**"), who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged as follows:

WHEREAS, the parties hereto have previously entered into a **Cooperative Endeavor Agreement**, dated and to begin as of **July 1, 2008**, originally terminating on **August 31, 2009**, and the said parties desire to amend, supplement, increase the dollar amount, and extend the term of the said Cooperative Endeavor Agreement, as hereinafter stated;

THEREFORE, by mutual consent and agreement, the aforesaid Cooperative Endeavor Agreement (Agreement) is hereby amended and supplemented, the dollar amount is increased by the additional sum of **$ 379,607.00**, and the term is hereby extended, as follows:

Notwithstanding any other provisions to the contrary which may be contained in the original Agreement, which provisions are replaced and superseded by the following:

The **Dollar Amount** of the Agreement, shown in the **first paragraph** of **Article I**, entitled "**Introduction**", appearing in the center portion of page 1 of the original Agreement, and also shown in the **first paragraph** of **Article VII**, entitled "**Budget**", appearing in the lower portion of page 4 and the upper portion of page 5 of the original Agreement, is hereby increased to the total sum of **ONE MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY & NO/100 ($ 1,138,820.00) DOLLARS.**

The **last sentence** of the **first paragraph** of **Article VII**, entitled "**Budget**", appearing in the lower portion of page 4 and the upper portion of page 5 of the original Agreement, is hereby deleted, and the following revised sentence is substituted in its place, to read as follows:

"Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2008**, and **June 30, 2011**, the date by which all of the Contractor's services shall be completed."

In addition to the written quarterly Progress Reports previously required in the **last paragraph** of **Section II**, entitled "**Scope of Services**", appearing in the upper portion of page 3 of the original Agreement, a written quarterly Progress Report shall now also be required by **September 30, December 31, March 31, and June 30, of each year during the term of this Agreement;** the report of **June 30, 2011**, shall now be the Final Report; and after its receipt and approval by LED, the final payment may be made to the Contractor by LED.

Article IX, Contract Term, appearing in the upper portion of page 6 of the original Agreement is hereby changed to read as follows:

IX. Contract Term

This Agreement shall begin as of **July 1, 2008**; all of the Contractor's services under this Agreement shall be completed by **June 30, 2011**; and (in order to provide LED with sufficient time to review and approve the Contractor's performance, and to approve and pay the Contractor's final Cost Report and Request for Reimbursement) this Agreement shall terminate on **August 16, 2011**, unless amended in writing, signed and approved by all parties, and approved by the Director of the Office of Contractual Review.

Also delete from the original Cooperative Endeavor Agreement the existing **"Attachment A", Plan**, appearing on page 12 of the original Agreement, delete the existing **"Attachment B", Budget (2008-2009)**, appearing on page 13 of the original Agreement, and also delete the existing **"Attachment C", Cost Report (and Request for Reimbursement)**, appearing on page 14 of the original Agreement; and in their places substitute the new **"Attachment A", Revised Plan**, the new **"Attachment B", Revised Budget (2008-2011)**, and also the new **"Attachment C", Revised Cost Report (and Request for Reimbursement)**, each of which new attachments are attached hereto and by this reference are made a part hereof, and also are made a part of the Cooperative Endeavor Agreement, as amended.

It is further understood and agreed that the language contained in this First Amendment Agreement and in its attachments shall supersede any language to the contrary contained in the original Cooperative Endeavor Agreement and its attachments; and that all other terms, provisions and conditions of the original Cooperative Endeavor Agreement and its attachments, unless modified harein, shall remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Cooperative Endeavor Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Shreveport, Louisiana, on the _____ day of June, 2009, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

6-3-09
Signature
BRENDA F. BULLOCK
Printed Name

Lisa Masoni
Signature
LISA MASONI
Printed Name

THE BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA, Contractor

By: 6/3/09
Signature (Date)
Printed Name: **John F. Sharp ,**

Title: **President .**

IN WITNESS WHEREOF, this First Amendment to Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the 8 day of June, 2009, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

Signature
Joyce Davidson
Printed Name

Signature
Kathy Blankenship
Printed Name

Signature
Printed Name:
LED Contract Monitor

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: _____
Signature
Printed Name: **Steven Grissom ,**

Title: **Deputy Secretary .**

APPROVED
Office of the Governor
Office of Contractual Review

JUN 29 2009

Sandra G. Gillen
DIRECTOR

"Attachment A"

The Biomedical Research Foundation of Northwest Louisiana

"Revised Plan", including Activities, Goals, Objectives, and Performance Measures

Our **Goal** is to complete tenant build out of the facility and operate a wet lab incubator that will help to facilitate economic growth and development through the creation of new jobs and diversification of Louisiana's economy.

Our **Objective** is to facilitate and stimulate progress toward the accomplishment of the goal, as outlined above.

The Biomedical Research Foundation of Northwest Louisiana intends to accomplish the following:

1. Market BioSpace1 locally, regionally, nationally and internationally and undertake such other networking activity that will raise the positive perception of Louisiana and generate tenants.
2. Design and construct fit-out space in BioSpace1 as and when required to support new and expanding tenants.
3. Complete the establishment of management systems in the wet-lab incubator facility.
4. Create new jobs and economic development for the region in biomedical research, environmental technology and/or food technology and other Vision 2020 cluster technologies as may be appropriate.

Performance Measures shall include the following:

1. World Wide Web, trade show and direct marketing activities that market Louisiana and BioSpace1 life science opportunities.
2. When tenants require, designing and building fit-out space in BioSpace1.
3. Complete and implement remaining management tools for BioSpace1.
4. Increase tenant occupancy in BioSpace1.

"Attachment B"

Revised Budget (2008 – 2011)

The Biomedical Research Foundation of Northwest Louisiana

Expense Category	Amount
Personnel	$ 430,193.00
Operating Expenses	$ 708,627.00
Equipment, Furniture & Tenant Build-out	$ -
Total	**$ 1,138,820.00**

Budget Explanation

Personnel

Personnel costs include base salaries, recruiting costs and fringe benefits estimated at 25% of salary. Personnel include an Incubator Manager, Administrative Assistant, Receptionist and allocated maintenance personnel.

Operating Expenses

The estimated costs for this category include personnel recruiting and relocation, contract labor, lab safety services, insurance, marketing, office supplies, janitorial, utilities, telephone, travel and miscellaneous operating costs.

Equipment, Furniture and Tenant Build-out

The estimated costs for this category include lab equipment, furniture, telephone, computer, video conferencing and other office equipment and leasehold improvements and tenant build-out.

"Attachment C"

Revised Cost Report (and Request for Reimbursement)

Contractor Name: **The Biomedical Research Foundation of Northwest Louisiana**

Address: **P.O. Box 38050**
Shreveport, LA. 71133-8050

Phone: (318) 675-4111

Cost Categories	Approved Grant Amount	Recent Allowable Expenditures Paid By Contractor	Year To Date Allowable Expenditures	Category Balance After Allowable Expenditures
Personnel	**$ 430,193.00**			
Operating Expenses	**$ 708,627.00**			
Equipment, Furniture & Tenant Build-out	**$ -**			
Total	**$ 1,138,820.00**			

I hereby certify under penalty of law that the expense items contained in this Cost Report are true and correct, have been incurred, such reimbursement is now due, and this request for reimbursement is submitted in accordance with the Agreement with LED, appropriate Acts of the Louisiana Legislature, the Constitution of the State of Louisiana, and all other applicable Federal and Louisiana State laws, rules and regulations.

Signature of Contractor Authorized Representative **Date**

Attachments: (Copies of Supporting Documentation)

Quarterly Progress Report for CFMS #590370 & #666446
For the Period April 1, 2009 to June 30, 2009

To the
Louisiana Department of Economic Development
From
Biomedical Research Foundation of Northwest Louisiana

I. TENANTS, EMPLOYEES & LEASED AREA

The InterTech Science Park's business incubator, BioSpace1, currently provides office and lab space to 9 tenants and management offices as follows:

1. Red River Pharma Development – 5 employees + 1 student intern

• Suite 202	1,445.67 GSF	
• Suite 204	1,469.55 GSF	
• Suite 206	1,469.55 GSF	
• Office 218	205.39 GSF	
• Hazmat	47.15 GSF	
Subtotal		4,637.31 GSF

2. Embera NeuroTherapeutics – 2 employees

• Office 230	199.02 GSF	
Subtotal		199.02 GSF

3. VC Experts – 5 employees

• Office 232	199.02 GSF	
• Office 234	199.02 GSF	
• Office 236	162.40 GSF	
• Office 237	162.40 GSF	
Subtotal		722.84 GSF

4. Metric Health – 1 employee

• Office 233	199.02 GSF	
Subtotal		199.02 GSF

5. Cedar Pharmaceuticals – 2 employees

• Office 219	205.39 GSF	
Subtotal		205.39 GSF

6. DigiLou, LLC – 9 employees + 1 student intern
    - Suite 102 1,604.88 GSF
    - Suite 216 1,452.04 GSF
    - Office 224 199.02 GSF

    Subtotal 3,255.94 GSF

7. CaloSyn Pharma – 1 employee
    - Office 227 199.02 GSF

    Subtotal 199.02 GSF

8. Louisiana Production Consultants – 2 employees
    - Office 222 199.02 GSF

    Subtotal 199.02 GSF

9. The Media Cooperative – 2 employees
    - Office 208A 420.33 GSF
    - Office 226 199.02 GSF

    Subtotal 619.35 GSF

10. Management Offices – 3 employees
    - Suite 103 1,778.43 GSF

    Subtotal 1,778.43 GSF

TOTAL : 31 Employees + 2 Student Interns	**12,282.64 GSF**

II. ASSOCIATE COMPANIES

We currently have four (4) associate companies using BioSpace1 as their virtual office location (mailing address only) and receiving technical assistance from InterTech Science Park staff while seeking funding:

1. Perdition, LLC.
2. TheraVasc, LLC
3. Innovative Resuscitation Technologies, LLC
4. Requisite Biomedical, LLC

III. NOTABLE LAGNIAPPE

Louisiana Production Consultants has just received significant financing **($1.75m)** to transform and expand their business. With this financing a new company is being formed called **DigiLou Studios**. DigiLou Studios will have four operating divisions: Louisiana Production Consultants,

Lessmore Films, Digital Animation and Visual Effects of Louisiana (DAVE) and Blade Studios, a digital sound studio. **DigiLou Studios has leased the remainder of the first floor of BioSpace1, an additional 29,915 GSF.** Fitout construction plans are now being drawn. Construction should begin in October and be completed before Christmas.

The InterTech Science Park **received a grant** from the 2008/09 Louisiana Economic Development/Louisiana Business Incubation Association Support Program. The **funds were used to purchase additional core lab equipment** for the use of our current and prospective tenants.

Dennis Lower exhibited at **BIO 2009** in Atlanta, Georgia in May 2009. BioSpace1 tenants CaloSyn Pharma, Embera NeuroTherapeutics, and TheraVasc also exhibited in the Louisiana Pavilion. Plans for exhibition at **BIO-Europe 2009** (11/02 to 11/04/09) are being finalized.

The Lab Safety Officer, contracted with SRP Environmental, continues to provide services to our facility and tenants. Inspections are randomly performed and written reports of all findings are provided in written reports.