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Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements

OMB No 1545-0047

2010

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2010 calendar year, or tax year beginning , 2010, and ending December 31 , 20 1

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Louisiana Business Incubation Association

Doing Business As:

Number and street (or P.O. box if mail is not delivered to street address): 7100 West Park Road

Room/suite:

City or town, state or country, and ZIP + 4: Shreveport, LA 71129-2802

D Employer identification number: 20-2249722

E Telephone number: 318-671-1050

G Gross receipts $ 373,764 25

F Name and address of principal officer: Stephen Loy, President, 7117 Florida Blvd., Baton Rouge, LA 70806

H(a) Is this a group return for affiliates? ☐ Yes ☑ No

H(b) Are all affiliates included? ☐ Yes ☐ No

If "No," attach a list (see instructions)

I Tax-exempt status: ☐ 501(c)(3) ☐ 501(c) (6) ◀ (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ www.lbia.org

H(c) Group exemption number ▶

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2005

M State of legal domicile: LA

Part I Summary

1 Briefly describe the organization's mission or most significant activities:

Under a Cooperative Agreement with the Louisiana Department of Economic Development, LBIA administers a grant program for qualified LA Business Incubators. Maximum amount of individual grants is $50,000 to be matched by 20% of self-generated funds, which must be used for capital assets only with life of at least 3 years and benefit or expand services recipients provide.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	29
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	29
5	Total number of individuals employed in calendar year 2010 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	8
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)		373.764 25
9	Program service revenue (Part VIII, line 2g)		
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		373,764.25
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		364,964 25
14	Benefits paid to or for members (Part IX, column (A), line 4)		
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		
16a	Professional fundraising fees (Part IX, column (A), line 11e)		
b	Total fundraising expenses (Part IX, column (D), line 25) ▶		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24f)		4,778.05
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)		369,742.30
19	Revenue less expenses. Subtract line 18 from line 12		4,021.95

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)		393,894 22
21	Total liabilities (Part X, line 26)		369,742.30
22	Net assets or fund balances. Subtract line 21 from line 20		24,151 92

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Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

Signature of officer — Date 4/20/11

Stephen Loy, President
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Cat No 11282Y Form **990** (2010)

SCANNED MAY 17 2011

3

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response to any question in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

To support and strengthen business incubation in Louisiana by helping the 25+ business incubators in the state provide the most effective hands-on management available to help accelerate the growth and development of new businesses, thereby creating new and better paying jobs for the citizens of Louisiana.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O.

4 Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 3,206.95 including grants of $ 364,964.25) (Revenue $ 364,969.25)

LBIA, under a Cooperative Endeavor Agreement CEA) with the Louisiana Department of Economic Development (LED) administers a $400,000 grant program entitled LED/LBIA Business Incubation Support Awards. The awards are limited to $50,000 and are based on the merit of the proposal – not by geography, size, focus, or membership. The awards must be used for capital assets with a useful life of at least 3 years that 1) help the applicant meet stated goals of serving the applicant's tenants/clients, 2) save or create jobs, 3) expand/modify/renovat an incubator facility so that the incubator can provide additional services to its tenants/clients, and/or 4) increase funding sources for the applicant's tenants/clients. It is a reimbursement grant (reimbursement by LED, and must have have a 20% match provided by the recipient. A review committee composed of 3 members reviews and scores the applications using review criteria approved by LED. Under the CEA, LBIA is required to have a State certified CPA firm conduct an annual "Review and Attestation Report" which must be submitted to the Louisiana Legislative Auditors office by the end of each year. LBIA receives a $5,000.00 Administrative Fee to cover the costs of the CPA "Review and Attestation Report," the submittal of quarterly progress and financial reports to LED, and the verification of expenses requested for reimbursement by the recipients.

4b (Code:) (Expenses $ 1,000.00 including grants of $ 0) (Revenue $ 0)

LBIA was a Sponsor for the 2nd Annual (Inno)State: Louisiana's Innovation Summit, which brought together entrepreneurs, companies specializing in emerging technologies, incubator directors. economic developers, public officials, and others interested in the creation of an innovation economy in Louisiana. The Summit was held in Baton Rouge, and attended by more than 250 persons from across the state. Additionally angel investors and venture capitalists from inside and outside Louisiana attended.

4c (Code:) (Expenses $ 263.35 including grants of $ 0) (Revenue $ 0)

Worked with representatives of the Louisiana Governor's Office, Legislature's Small Business Task Force, Louisiana Department of Economic Development, and Louisiana Industrial Development Executives Association (a statewide association of economic developers), to develop programs and tax incentives to benefit entrepreneurs and start-up/existing small businesses.

4d Other program services. (Describe in Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e **Total program service expenses** ▶ 369,742.30

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		✔
2	Is the organization required to complete Schedule B, Schedule of Contributors? (see instructions)	2		✔
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		✔
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		✔
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		✔
6	Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6	✔	
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		✔
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		✔
9	Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		✔
10	Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		✔
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		✔
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		✔
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		✔
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		✔
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		✔
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		✔
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI, XII, and XIII*	12a		✔
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional*	12b		✔
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		✔
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		✔
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, and program service activities outside the United States? *If "Yes," complete Schedule F, Parts I and IV*	14b		✔
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or assistance to any organization or entity located outside the United States? *If "Yes," complete Schedule F, Parts II and IV*	15		✔
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or assistance to individuals located outside the United States? *If "Yes," complete Schedule F, Parts III and IV*	16		✔
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I (see instructions)*	17		✔
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		✔
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		✔
20a	Did the organization operate one or more hospitals? *If "Yes," complete Schedule H*	20a		✔
b	If "Yes" to line 20a, did the organization attach its audited financial statements to this return? **Note.** Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions)	20b		

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
21	Did the organization report more than $5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21	✔	
22	Did the organization report more than $5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		✔
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		✔
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25*	24a		✔
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3) and 501(c)(4) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		✔
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		✔
26	Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? *If "Yes," complete Schedule L, Part II*	26		✔
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? *If "Yes," complete Schedule L, Part III*	27		✔
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		✔
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		✔
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		✔
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		✔
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		✔
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		✔
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		✔
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		✔
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1*	34		✔
35	Is any related organization a controlled entity within the meaning of section 512(b)(13)?	35		✔
a	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2* ☐ Yes ☑ No			
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		✔
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		✔
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? **Note.** All Form 990 filers are required to complete Schedule O	38		✔

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V . . . . . ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? .	2b			
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file.* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			✔
b	If "Yes," has it filed a Form 990-T for this year? *If "No," provide an explanation in Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			✔
b	If "Yes," enter the name of the foreign country: ▶ ---------- See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . .	5a			✔
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			✔
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			✔
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible?	6a			✔
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			✔
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			✔
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			✔
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			✔
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? .	7f			✔
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.** Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?	8			✔
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the organization make any taxable distributions under section 4966?	9a			✔
b	Did the organization make a distribution to a donor, donor advisor, or related person?	9b			✔
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities .	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year . .	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?	13a			
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			✔
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O* .	14b			

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response to any question in this Part VI . . . . . ☑

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year . .	1a	29		
b	Enter the number of voting members included in line 1a, above, who are independent .	1b	29		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		2		✔
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person? . .		3		✔
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		4		✔
5	Did the organization become aware during the year of a significant diversion of the organization's assets? .		5		✔
6	Does the organization have members or stockholders?		6	✔	
7a	Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body?		7a	✔	
b	Are any decisions of the governing body subject to approval by members, stockholders, or other persons?		7b	✔	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?		8a	✔	
b	Each committee with authority to act on behalf of the governing body?		8b	✔	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*		9	✔	

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Does the organization have local chapters, branches, or affiliates?	10a		✔
b	If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization? .	10b		
11a	Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form?	11a	✔	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Does the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	✔	
b	Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	✔	
c	Does the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this is done*	12c	✔	
13	Does the organization have a written whistleblower policy?	13	✔	
14	Does the organization have a written document retention and destruction policy?	14		✔
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	✔	
b	Other officers or key employees of the organization	15b	✔	
	If "Yes" to line 15a or 15b, describe the process in Schedule O. (See instructions.)			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		✔
b	If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?	16b		✔

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.

☐ Own website ☐ Another's website ☑ Upon request

19 Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public.

20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: ▶ Martin Walke, Treasurer, 2237 S. Acadian Thwy., Suite 650, Baton Rouge, LA 70808, (225) 923-0020

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response to any question in this Part VII . . . . . ☑

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☑ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Stephen Loy, President	1 1/2	✔		✔				0	0	N/A
(2) John Ware, Vice President	1/2	✔		✔				0	0	N/A
(3) Gaye Sandoz, Secretary	1	✔		✔				0	0	N/A
(4) Martin Walke, Treasurer	1 1/2	✔		✔				0	0	N/A
(5) Diana Simek - Coordinator of the LED/LBIA Grant Program	1 1/2	✔						0	0	N/A
(6) List of the names and addresses of the remaining Board of Directors attached										
(7) Average time devoted to LBIA by the remaining members 3 hours per month										
(8) None are compensated										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										
(15)										
(16)										

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
(26)										
(27)										
(28)										
1b **Sub-total** ▶										
c **Total from continuation sheets to Part VII, Section A** ▶										
d **Total (add lines 1b and 1c)** ▶										

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 in reportable compensation from the organization ▶

			Yes	No
3	Did the organization list any **former** officer, director or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		✔
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		✔
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		✔

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation
N/A		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 in compensation from the organization ▶ 0

Part VIII Statement of Revenue

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514
Contributions, gifts, grants and other similar amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b	3,800.00			
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	364,964.25			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	5,000.00			
	g	Noncash contributions included in lines 1a-1f: $					
	h	**Total.** Add lines 1a–1f ▶		373,764.25			
Program Service Revenue			Business Code				
	2a			0			
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	**Total.** Add lines 2a–2f ▶		0			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) ▶		0			
	4	Income from investment of tax-exempt bond proceeds ▶		0			
	5	Royalties ▶		0			
			(i) Real / (ii) Personal				
	6a	Gross Rents	0 / 0				
	b	Less: rental expenses					
	c	Rental income or (loss)					
	d	Net rental income or (loss) ▶					
			(i) Securities / (ii) Other				
	7a	Gross amount from sales of assets other than inventory	0 / 0				
	b	Less: cost or other basis and sales expenses					
	c	Gain or (loss)	0 / 0				
	d	Net gain or (loss) ▶					
	8a	Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18 a	0				
	b	Less: direct expenses b	0				
	c	Net income or (loss) from fundraising events ▶					
	9a	Gross income from gaming activities. See Part IV, line 19 a	0				
	b	Less: direct expenses b	0				
	c	Net income or (loss) from gaming activities ▶					
	10a	Gross sales of inventory, less returns and allowances a	0				
	b	Less: cost of goods sold b	0				
	c	Net income or (loss) from sales of inventory ▶					
		Miscellaneous Revenue	Business Code				
	11a			0	0	0	0
	b						
	c						
	d	All other revenue		0	0	0	0
	e	**Total.** Add lines 11a–11d ▶		0			
	12	**Total revenue.** See instructions. ▶		373,764.25	0	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.
All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D)

	Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21	364,964.25			
2	Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3	Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees				
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages				
8	Pension plan contributions (include section 401(k) and section 403(b) employer contributions)				
9	Other employee benefits				
10	Payroll taxes				
11	Fees for services (non-employees):				
a	Management				
b	Legal				
c	Accounting	3,206.95			
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other				
12	Advertising and promotion				
13	Office expenses				
14	Information technology				
15	Royalties				
16	Occupancy				
17	Travel				
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings				
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization				
23	Insurance				
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a	Web hosting of www.lbia.org web site	285.35			
b	Sponsorship of (Inno)State Conference	1,000.00			
c	PayPal charges for membership dues	22.40			
d	LED/LA Small Business Committee meeting	263.35			
e					
f	All other expenses				
25	**Total functional expenses.** Add lines 1 through 24f	369,742.30			
26	**Joint costs.** Check here ▶ ☐ if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

Part X Balance Sheet

			(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing	20,129.97	1	
	2	Savings and temporary cash investments	0	2	
	3	Pledges and grants receivable, net	373,764.25	3	
	4	Accounts receivable, net	0	4	
	5	Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L	0	5	
	6	Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions)	0	6	
	7	Notes and loans receivable, net	0	7	
	8	Inventories for sale or use	0	8	
	9	Prepaid expenses and deferred charges	0	9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 0			
	b	Less: accumulated depreciation — 10b	0	10c	
	11	Investments—publicly traded securities	0	11	
	12	Investments—other securities. See Part IV, line 11	0	12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets	0	14	
	15	Other assets. See Part IV, line 11	0	15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	393,894.22	16	
Liabilities	17	Accounts payable and accrued expenses	4,778.05	17	
	18	Grants payable	364,964.25	18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities. Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	369,742.30	26	
Net Assets or Fund Balances		**Organizations that follow SFAS 117, check here ▶ ☐ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets		27	
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances		33	
	34	Total liabilities and net assets/fund balances		34	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response to any question in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	373,764.25
2	Total expenses (must equal Part IX, column (A), line 25)	2	369,742.30
3	Revenue less expenses. Subtract line 2 from line 1	3	4,021.95
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	20,129.97
5	Other changes in net assets or fund balances (explain in Schedule O)	5	0
6	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	24,151 92

Part XII Financial Statements and Reporting

Check if Schedule O contains a response to any question in this Part XII . . . . . ☑

			Yes	No
1	Accounting method used to prepare the Form 990: ☑ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a	✔	
b	Were the organization's financial statements audited by an independent accountant?	2b		✔
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	✔	
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
d	If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both: ☐ Separate basis ☑ Consolidated basis ☐ Both consolidated and separate basis			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		✔
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11, or 12.
▶ Attach to Form 990. ▶ See separate instructions.

OMB No 1545-0047

2010

Open to Public Inspection

Name of the organization

Louisiana Business Incubation Association

Employer identification number

20-2249722

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year	December 31	1
2	Aggregate contributions to (during year)	See attached Cooperative Endeavor	364,964.25
3	Aggregate grants from (during year)	Agreement with LA Dept. of Econ, Dev.	364,964.25
4	Aggregate value at end of year	and Grant Recipients List Sched. I	0

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☑ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☑ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education) ☐ Preservation of an historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenues included in Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $ Louisiana Business

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenues included in Form 990, Part VIII, line 1 ▶ $ 7100 West Park Road

b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIV and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21? . . . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIV.

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the year end balance held as:

a Board designated or quasi-endowment ▶ _____ %
b Permanent endowment ▶ _____ %
c Term endowment ▶ _____ %

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIV the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment. See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10(c).)* ▶				

Part VII Investments—Other Securities. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

Part VIII Investments—Program Related. See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* ▶		

Part IX Other Assets. See Form 990, Part X, line 15.

	(a) Description	(b) Book value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶		

Part X Other Liabilities. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Amount
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements

1	Total revenue (Form 990, Part VIII, column (A), line 12)	1	
2	Total expenses (Form 990, Part IX, column (A), line 25)	2	
3	Excess or (deficit) for the year. Subtract line 2 from line 1	3	
4	Net unrealized gains (losses) on investments	4	
5	Donated services and use of facilities	5	
6	Investment expenses	6	
7	Prior period adjustments	7	
8	Other (Describe in Part XIV.)	8	
9	Total adjustments (net). Add lines 4 through 8	9	
10	Excess or (deficit) for the year per audited financial statements. Combine lines 3 and 9	10	

Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIV.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line **1**:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIV.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	

Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIV.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line **1:**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIV.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	

Part XIV Supplemental Information

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

Part XIV Supplemental Information *(continued)*

SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

OMB No 1545-0047

2010

Open to Public Inspection

Name of the organization
Louisiana Business Incubation Association

Employer identification number
20-2249722

Part VI Governance, Management, and Disclosure., Section A. Governing Body and Management

6 Does the organization have members or stockholders? Yes, Members. Membership in the Association is available to persons involved in and/or associated with business incubation and economic development within the State of Louisiana.

7a Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body. Voting Membership in the Association is limited to one person from each organization that is current with their dues. The dues paying organization may name the individual who will have the voting rights for the organization. Voting Members may serve as Directors and hold office.

7b Are any decisions of the governing body subject to approval by members, stockholders, or other persons? Yes, during Board meetings held quarterly or during special called meetings. Seven Voting Members in attendance at any LBIA meeting constitute a quorum. Where a quorum is present, a majority of Members is necessary to make a decision.

8. Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:

8a The governing body? Yes. Minutes are prepared and distributed by the Secretary, then approved at Board meetings.

8b Each committee with authority to act on behalf of the governing body? N/A as all actions take place during meetings of the Board.

9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? President - Stephen Loy, Louisiana Technology Park, LLC 7117 Florida Blvd. Baton Rouge, LA 70806

Vice President - John Ware, Dixie Business Development Center 1810 S. Range Avenue Denham Springs, LA 70726

Secretary - Gaye Sandoz, Edible Enterprises/River Parishes CDC 917 3rd Street Norco, LA 70079-2363

Treasurer - Martin Walke, Louisiana Public Facilities Authority 2237 S. Acadian Thwy., Suite 650 Baton Rouge, LA 70808

12c Does the organization regularly and consistently monitor and enforce compliance with the policy? Members are reminded that they are required to advise the Board of any conflicts of interest during the meeting that reviews the 990.

15 Did the process for determining compensation of the following persons include a review and approval by independent persons, independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?

a The organization's CEO, Executive Director, or top management official

b Other officers or key employees of the organization

If "Yes" to line 15a or 15b, describe the process in Schedule O. LBIA's Bylaws require that "Compensation for staff, including the Executive Director, shall be established by the Board of Directors."

Name of the organization	Employer identification number
Louisiana Business Incubation Association	20-2249722

Section C. Disclosure. 19 Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public. Upon Request.

Part XII Financial Statements and Reporting

2 a Were the organization's financial statements compiled or reviewed by an independent accountant? Yes, as part of the CEA with Louisiana Economic Development for the LED/LBIA Awards Program, LBIA is required to submit a "Review and Attestation" Report to the the Louisiana Legislative Auditors Office. The report must be conducted by a CPA certified by the Auditors' Office.

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? Yes, the CPA's report is review and approved by the Board of Directors as a whole.

SCHEDULE I (Form 990)

Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" to Form 990, Part IV, line 21 or 22.

▶ **Attach to Form 990.**

OMB No. 1545-0047

2010

Open to Public Inspection

Name of the organization

Louisiana Business Incubation Assocation

Employer identification number

20-2249722

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? . . . . . ☑ Yes ☐ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Governments and Organizations in the United States.

Complete if the organization answered "Yes" to Form 990, Part IV, line 21, for any recipient that received more than $5,000. Check this box if no one recipient received more than $5,000. Part II can be duplicated if additional space is needed . . . . . ▶ ☐

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
(1) See attached list of Business Incubators that received grant							
(2) reimbursements during 2010							
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							
(10)							
(11)							
(12)							

2 Enter total number of section 501(c)(3) and government organizations . . . . . ▶

3 Enter total number of other organizations . . . . . ▶

Part III **Grants and Other Assistance to Individuals in the United States.** Complete if the organization answered "Yes" to Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

	(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
1						
2						
3						
4						
5						
6						
7						

Part IV **Supplemental Information.** Complete this part to provide the information required in Part I, line 2, and any other additional information.

Louisiana Economic Development/Louisiana Business Incubation Association Grant Recipients during 2010

Date Reimbursed	Incubator	Amount Reimbursed
	2009-2010 LED/LBIA CEA Grant Term	
06/10/10	SLEC Center for Economic Growth and Technology	10,064.80
08/09/10	BioSpace1	12,000.00
08/09/10	Central Louisiana Business Incubator	50,000.00
08/09/10	Enterprise Center of Louisiana	29,548.00
08/09/10	Edible Enterprises	50,000.00
08/09/10	JEDCO Business Innovation Center	50,000.00
08/09/10	Southwest Louisiana Entrepreneurial and Economic Development Center	3,044.00
08/09/10	Louisiana Business & Technology Center	25,600.00
08/09/10	Louisiana Emerging Technology Center	50,000.00
08/09/10	Metro/Regional Business Incubator	2,792.00
08/09/10	New Orleans BioInnovation Center	50,000.00
09/01/10	Louisiana Technology Park	10,610.40
	Total 2009-2010 grant reimbursed in 2010	343,659.20
	2010-2010 LED/LBIA CEA Grant Extension	
11/03/10	Louisiana Emerging Technology Center/LBIA	20,000.00
11/16/10	SLEC Center for Economic Growth and Technology	1,305.05
	Total 2010-2011 grant reimbursed in 2010	21,305.05
	Total for both CEAs	**364,964.25**

COOPERATIVE ENDEAVOR AGREEMENT
between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and the
LOUSISANA BUSINESS INCUBATION ASSOCIATION

Be It Known, that this Agreement has been entered into and is effective as of the **1st** day of **July, 2009**, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as "**LED**" or "**State**"), and the **Louisiana Business Incubation Association**, a non-profit corporation organized under the laws of the State of Louisiana, C/O Metro/Regional Business Incubator, 7100 West Park Road, Shreveport, LA. 71129 (hereinafter referred to as "**Contractor**"), who have entered into this Cooperative Endeavor Agreement (sometimes herein called "agreement" or "contract") under the following terms and conditions.

I. Introduction

In order to serve the public for the purposes hereinafter declared, the Louisiana Department of Economic Development and the Louisiana Business Incubation Association have entered into this Cooperative Endeavor Agreement.

In support of the goals of the State's master plan for Economic Development for the State of Louisiana, the Contractor proposes to cooperate and work with LED and undertake the programs, projects and public services as described under Section II, "Scope of Services" below to provide necessary services to the public promoting economic development. The State is seeking cooperation and assistance in implementing the Louisiana Business Incubation Support Program; and the Contractor is willing to provide that cooperation and assist the State in this endeavor. These activities will help the State in seeking out opportunities for the creation and enhancement of economic growth in Louisiana, will help in the creation of new companies for our State, and will help to create new jobs for the citizens of Louisiana.

This project and this agreement have a public purpose, and they are in the public interest of the State of Louisiana and its citizens.

II. of Services

The Goals of this agreement are for the Contractor to provide services to the public in cooperation with the State, and for the State to provide support to the Contractor in connection with each of their endeavors to implement a program to support incubators in their mission of creating, developing and mentoring small businesses, by providing developmental, technical and operational support to incubators that have a high technology focus.

The **Objectives** of this contract are to make at least seven (7) awards to incubators that meet the criteria established by the Contractor and that show value in developing businesses, encouraging entrepreneurs, and creating high paying jobs for Louisiana.

In connection therewith, the Contractor agrees to furnish the following services:

1) Provide assistance in identifying and networking resources;
2) Establish guidelines for awards to incubators;
3) Complete tasks associated with administering, monitoring, and coordinating the Louisiana Business Incubation Support program; and
3) Coordinate the program with LED.

The Guidelines for participating in the program include evidence that an Incubator:

1) Maintains a consistent working relationship with a university;
2) Has a willingness to utilize the resources offered by a local Small Business Development Center as appropriate and if available;
3) Has a history of working with technology-intensive start-up businesses, especially in the areas of advanced materials, information technology, environmental technology, food science, and biomedical/bio technology;
4) Has a history of assisting their tenants or university partners in seeking federal technology grants and SBIR awards; and
5) Can provide evidence that they can match at least 20% of the amount requested under this program. Incubators will be encouraged to secure the match from the community, private foundations, private corporations, or federal agencies.

The Contractor shall also:

1) Produce and provide to LED:

   (a) A "**Plan of Work**" or "**Plan of Action**" providing an outline for the project, showing any planned events or activities, specific goals and objectives for the use of such funds, and indicators or measures of performance (which "Plan" is attached to this agreement as "Attachment A", and is made a part hereof by this reference); and

   (b) A comprehensive **Budget** showing all anticipated uses of the funds to be provided by this agreement (which is also attached to this agreement as "Attachment B", and also made a part hereof by this reference).

2) Produce and provide to LED, in the event LED shall deem it appropriate and request the same, written periodic Progress Reports on the Contractor's resources, initiatives, activities and services, and outlining the performance of

the Contractor consistent with the provisions, goals, and objectives of this agreement.

Contractor shall provide written periodic Progress Reports to LED on a quarterly basis, and shall provide LED with a Final Progress Report within 60 days of the end of the contract, and after its receipt and approval by LED final payment may be made to the Contractor by LED. Such reports shall provide, as a minimum, a narrative description of the following:

1) A brief recap of the Contractor's activities and services pursuant to and in fulfillment of the provisions, goals, and objectives of this agreement.

2) Contractor's resources, initiatives, activities, and performance of services in the attainment and achievement of specific goals and objectives in the context of its Plan consistent with the provisions, goals and objectives, of this agreement.

III. Deliverables

In addition to the "**Plan of Work**" or "**Plan of Action**" and a comprehensive **Budget** as described above, Contractor shall provide to LED written quarterly Progress Reports as described above; and an end of contract Final Progress Report outlining the Contractor's activities, services, and performance consistent with the provisions, goals and objectives of this agreement, and information relating to the Incubators receiving awards under this Contract, that information to include: 1) amount of award, 2) use of proceeds, 3) statement attesting to matching funds by each recipient, and 4) information relating to jobs created and/or retained.

Contractor shall also submit to LED copies of all contracts with incubators that received awards relative to this agreement.

IV. LED's Contract Monitor

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

V. Performance Measures

In addition to any Performance Measures provided by the Contractor, which may be shown in the Contractor's "Plan", which is attached hereto as "Attachment A", Performance Measures for this Contract shall also include the Contractor's timely and successful completion, submission and performance of the following:

1) Contractor's "Plan" providing an outline for the project, showing any planned events or activities, specific goals, objectives and performance measures (which is attached hereto as "Attachment A"); and Contractor's "Budget" showing anticipated uses of the funds to be provided by this agreement (which is also attached hereto as "Attachment B").

2) Contractor's resources, initiatives, activities and performance of services in the attainment and achievement of goals and objectives consistent with the provisions, goals and objectives of this agreement.

3) Contractor's written quarterly Progress Reports and Final Report (as described above), consistent with the provisions, goals and objectives of this agreement.

VI. Monitoring Plan

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. LED's Contract Monitor shall review and analyze Contractor's "Plan", as well as Cost Reports, to ensure Contractor's compliance with contract requirements; and shall:

1) Contact Contractor for further detail, information or documentation when necessary;

2) Assure that reimbursements requested in Cost Reports are in compliance with the approved Budget; and

3) Coordinate with LED's fiscal office for reimbursements to Contractor, and/or obtaining of any further needed documentation.

The Contract Monitor shall also review and analyze the Contractor's written Progress Reports for compliance with the Scope of Services; and shall:

1) Compare the Reports to Goals and Objectives outlined in this contract to determine the progress made;

2) Contact Contractor to secure any missing deliverables;

3) Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the

attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contractor, and any assistance that may be needed to resolve the situation.

VII.

The Budget for this project is incorporated herein as "Attachment B", which is attached hereto and is made a part hereof by this reference. The total cost to LED of the project contemplated by this agreement will be not more than **FOUR HUNDRED THOUSAND & NO/100 ($ 400,000.00) DOLLARS**, which sum shall be inclusive of all costs or expenses to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this agreement shall not exceed the amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2009**, and **June 30, 2010**, and this project and all of the Contractor's services, shall be completed by that date, except for the Contractor's Final Report, which shall be due by **August 30, 2010**.

No state funds shall be paid for any one phase of this agreement that exceeds the categories shown on the Budget attached as "Attachment B", nor shall any new expense category or categories be created in the Budget by the Contractor without the prior approval of LED. No award of more than $50,000 shall be made to an individual incubator under this Contract. Contractor may make written requests to LED for LED's approval to transfer funds between the categories listed in "Attachment B", and/or to create in the Budget any new expense category or categories, so long as the total amount shown in the Budget is not changed, following the awarding of a grant by Contractor to an incubator. After LED's written approval is obtained and LED's Fiscal Office is notified, such approved changes may be made by the Contractor.

VIII. Terms

Provided Contractor's progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payments to the Contractor shall be made by LED on a reimbursement basis, after receipt from the Contractor and approval by LED of the decision to award a grant to an incubator. Once payment has been received by Contractor, the funds shall be transferred to the winning incubator. Once funds have been transferred, Contractor shall provide LED with a statement certifying that such transfer has been made. LED shall provide the form for the Cost Reports to be completed and submitted by the Contractor, which form is attached hereto, incorporated herein and is made a part hereof as "Exhibit C". Adequate supporting documentation (including copies of the application from the incubator and other appropriate records reflecting expenses incurred) shall be attached to the Cost Reports. All original documentation supporting the Cost Reports shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated. Contractor shall determine the frequency that such Cost

Reports are to be submitted to LED, but such frequency shall not exceed one (1) Cost Report per calendar month.

In the event the LED Contract Monitor determines that Contractor has failed to reasonably achieve sufficient specific goals and objectives for the disbursement of funds to be provided hereunder, LED will withhold payment until either the Contract Monitor, the Secretary or the UnderSecretary of LED has determined that such goals and objectives are met.

Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contractor's approved compensation, budget or allocated amount, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED and attached to periodic Cost Reports for reimbursement.

IX. Term

This contract shall begin as of **July 1, 2009**; this project and all of the Contractor's services hereunder (except for the Contractor's final Report, which shall be due by August 30, 2010) shall be completed by **June 30, 2010**; and this contract shall terminate on **September 15, 2010**, unless amended in writing, approved and signed by all parties, and approved by the Director of the Office of Contractual Review.

X. Liability

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement and/or legislative appropriation shall be the obligation of either: the Contractor, whose Federal Tax Identification Number is: **20-2249722**.

XI. for Convenience

Either party may terminate this agreement at any time by giving thirty (30) days written notice. The State may amend this agreement due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

XII. Termination for Cause

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the agreement; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the agreement shall terminate on the date specified in such notice. The Contractor may

exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the default.

XIII. for Default

Any claim or controversy arising out of this agreement shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

In the event the Contractor defaults on this agreement, breaches the terms of this agreement, ceases to do business or ceases to do business in Louisiana during the term of this agreement, this agreement shall be terminated as provided in Section XII above, and within thirty (30) days of such termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this agreement for all services not yet performed or completed or not satisfactorily performed or completed.

XIV. Ownership of Materials

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract. All records, reports, documents, or other materials related to this agreement and/or obtained, prepared or produced by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be delivered or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this agreement.

XV. of Interest

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

XVI. and Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all records and accounts of the Contractor that relate to this agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

Contractor shall comply with the Louisiana Audit Law, as contained in LA. R.S. 24:513 and 514, and LA. Admin. Code 34, Part V, Sec. 134, to wit:

A. Contractors receiving $ 50,000.00 or less in revenues and other sources in any one fiscal year shall not be required to have an audit, but must file for each year of this Agreement with the Legislative Auditor and with LED a certification indicating that it received $ 50,000.00 or less in funds for the fiscal year, along with sworn financial statements, as required by LA. R.S. 24:514.

B. Contractors receiving more than $ 50,000.00 in revenues and other sources in any one fiscal year, but less than $ 200,000.00, shall cause to be conducted for each year of this Agreement an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which annual compilation and attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

C. Contractors receiving more than $ 200,000.00 in revenues and other sources in any one fiscal year, but less than $ 500,000.00, shall cause to be conducted for each year of this Agreement an annual review of its financial statements, to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

D. Contractors receiving $ 500,000.00 or more in revenues and other sources in any one fiscal year via one or more contracts, shall be audited annually; and not more than ninety (90) days after the end of Contractor□s fiscal or budget year, must provide LED with a copy of either Contractor's Contract Compliance Audit (in accordance with LAC 34, Part V, Sec. 134), or Contractor's single audit (performed in accordance with R.S. 24:513 and the Single Audit Act of 1984, or other Federal legislation). The Audit must include an examination of reimbursed expenses to determine that such expenses were in accordance with contract terms, and that these expenses were not reimbursed by any other source; and the auditor must make certifications as to these items in the audit report. The Audit must be in accordance with the requirements of the Regulations for the Procurement of Personal, Professional, Consulting and Social Services as promulgated by the Office of the Governor, Division of Administration, Office of Contractual Review. Any such audit must be performed by an independent qualified Certified Public Accountant in accordance with generally accepted auditing standards, and is to be so certified by the independent auditor.

XVII. Funding *(applies to multi-year contracts only)*

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this 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, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

XVIII. Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and that Contractor will render services under this agreement without discrimination, and without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this agreement.

XIX. Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless 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 Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any

such claims, demands, or suit at is sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XX. Liability

The State's liability under this agreement shall be limited to the dollar amount of the appropriation, allocation or budgeted amount shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XXI.

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this agreement, are solely for the ease of reference.

XXII. Approval

This agreement, as well as any amendment hereto, shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of Contractual Review.

XXIII. Notice of Insufficiency

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

XXIV. Choice of Law

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction and venue of the 19th Judicial District Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

XXV. Agreement

This agreement, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement.

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative 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 date shown below, to be effective as of the date stated above, after a due reading of the whole document

WITNESSES:

Signature
Carolyn Smith
Printed Name

Signature
John Gladney
Printed Name

Louisiana Business Incubation Association,
Contractor

By: _____ 7/28/2009
Signature (Date)
Printed Name. Diana Simek
Title: President

IN WITNESS WHEREOF, this 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 date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

Signature
Kathy Blankenship
Printed Name

Signature
Joyce Davidson
Printed Name

Signature
Printed Name. H. Patrick Withy
LED Contract Monitor

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: _____ 8/7/09
Signature (Date)
Printed Name: Steven Grissom
Title: Deputy Secretary

APPROVED
Office of the Governor
Office of Contractual Review

SEP 10 2009

Sandra D. Gillen
DIRECTOR

"Attachment A"

Louisiana Business Incubation Association

"Plan of Work" or "Plan of Action", including an Outline of the Project, Any Planned Events or Activities, Goals, Objectives & Performance Measures

The Contractor shall implement a program to support incubators in their mission of creating, developing, and mentoring small businesses, by providing developmental, technical and operational support to incubators that have a high technology focus.

The Contractor shall make at least seven (7) awards to incubators that meet the criteria established by the Contractor and that show value in developing businesses, encouraging entrepreneurs and creating high paying jobs for Louisiana. No award shall exceed $50,000, and each incubator receiving an award under this Contract must provide certification that they will provide matching funds in the amount of at least twenty percent (20%) of the total cost of their project.

In connection therewith, the Contractor agrees to furnish the following services:

(1 Provide assistance in identifying and networking resources,
2) Establish guidelines for awards to incubators
3) Complete task associated with administering, monitoring and coordinating the Louisiana Business Incubation Support program, and
4) Coordinate the program with LED.

The Guidelines for participating in the program include evidence that an Incubator:

1) Maintains a consistent working relationship with a university;
2) Has a willingness to utilize the resources offered by a local Small Business Development Center as appropriate and if available;
3) Has a history of working with technology-intensive start-up businesses, especially in the areas of advanced materials, information technology, environmental technology, food science, and biomedical/bio technology;
4) Has a history of assisting their tenants or university partners in seeking federal technology grants and SBIR awards; and

5) Can provide evidence that they can match at least 20% of the amount requested under this program. Incubators will be encouraged to secure the match from the community, private foundations, private corporations, or federal agencies.

During the term of this Agreement, Contractor shall furnish LED with the following:

1) Progress reports on Incubator Support Awards proposals that have been reviewed; the number of awards that have been made, including the names of awardees; and the amounts awarded to each awardee. (Contractor must review at least seven (7) grant proposals during the term of the contract.)

2) Quarterly reports on tenants served, outreach tenants served, jobs saved or created, and value of funding of the companies in the form of SBIR grants won, equity or angel investments received, and debt/loan obtained by the incubators awarded funding under this Contract.

3) AND, by August 30, 2010 Contractor shall submit to LED a written Final Report on progress made in achieving the Louisiana Business Incubation Support goals and objectives and performance indicators established by LED, including the Contractor's written executive summary and statement outlining all duties and services performed and describing or summarizing the activities or events which were a part of this project.

A draft of the application for this Louisiana Business Incubation Award will be prepared by LBIA and sent to the Contract Monitor for review and approval prior to its distribution.

"Attachment B"

Project Budget (2009-10)

Anticipated Funding

Sources:	Amounts
LED	$ 400,000.00
Total Anticipated Funding	$ 400,000.00

Anticipated Expenses

Expense Categories	Amounts
Incubator Support Awards (At least 7 awards shall be made; none of which shall exceed $50,000. Each award shall require a 20% match.)	$ 395,000.00
Administrative Expenses (To cover costs of distributing applications, preparing quarterly and Final reports, and a review of its financial statements)	5,000.00
Total Project Expenses	$ 400,000.00

"Attachment C"

Cost Report (and Request for Reimbursement)

Contractor Name: Louisiana Business Incubation Association

Address: **C/O Metro/Regional Business Incubator,**
7100 West Park Road
Shreveport, LA. 71129

Tel: (318) 671-1050 Fax: (318) 671-9032

Expense Categories	Approved Grant Total Amount	**Current Allowable Payment To Be Paid To Contractor**	Total Year To Date Payments Previously Made	Category Balance After All Previous and This Current Payments Made
Incubator Support Awards	**$ 395,000.00**			
Administrative Expenses	**$ 5,000.00**			
Total	**$ 400,000.00**			

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

Signature of Authorized Representative **(Date)**

Attachments: (Copies of Supporting Documentation)

252-001008-01
10017-A-OBD
683385

First Amendment to
COOPERATIVE ENDEAVOR AGREEMENT
between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and the
LOUSISANA BUSINESS INCUBATION ASSOCIATION

Be It Known, that this First Amendment Agreement has been entered into and is effective as of the **1st** day of **July, 2010**, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as "**LED**" or "**State**"), and the **Louisiana Business Incubation Association**, a non-profit corporation organized under the laws of the State of Louisiana, C/O Metro/Regional Business Incubator, 7100 West Park Road, Shreveport, LA. 71129 (hereinafter 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, 2009**, originally terminating on **September 15, 2010**, and the said parties desire to amend and supplement the "Scope of Services", increase the dollar amount, extend the date for the completion of the Contractor's performance, and extend the term of the said Cooperative Endeavor Agreement, as hereinafter stated;

THEREFORE, notwithstanding any other provisions to the contrary contained in the original Cooperative Endeavor Agreement (Agreement), any and all of which contrary provisions are hereby modified, replaced and superseded so as to be consistent with this Amendment Agreement, by mutual consent and agreement the aforesaid Agreement is hereby amended and supplemented, the dollar amount is increased, the date for the completion of the Contractor's performance is hereby extended, and the term is hereby extended, as follows:

The **second paragraph** of **Article II**, entitled "**Scope of Services**", appearing in the upper portion of page 2 of the original Agreement, is hereby revised to show that the **Objectives** of this contract are to make at least a total of fourteen (14) awards to incubators that meet the criteria established, instead of the original seven (7) previously shown.

The **second paragraph** of **"Attachment A"** the Contractor's **"Plan of Work" or "Plan of Action"**, appearing on page 12 of the original Agreement, is hereby revised to show that the Contractor shall make at least a total of fourteen (14) awards to incubators that meet the criteria established, instead of the original seven (7) previously shown; and in the same **Attachment**, the **last sentence** of **subparagraph 1)**, appearing in the upper center portion of page 13 of the original Agreement, is hereby revised to show that the Contractor must review at least fourteen (14) grant proposals during the term of this contract, instead of the original seven (7) previously shown.

The **Dollar Amount** of the Agreement, shown in the **first paragraph** of **Article VII**, entitled "**Budget**", appearing in the upper center portion of page 5 of the original Agreement, is

hereby increased by the additional sum of **$ 400,000.00**, so that the total cost to LED of the project contemplated by this agreement shall now be not more than **EIGHT HUNDRED THOUSAND & NO/100 ($ 800,000.00) DOLLARS.**

The **last sentence** of the **first paragraph** of **Article VII**, entitled "**Budget**", appearing in the center 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, 2009**, and **June 30, 2011**, and this project and all of the Contractor's services, shall be completed by that date, except for the Contractor's Final Report, which shall be due by **August 30, 2011.**"

Article IX, Contract Term, appearing in the center 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, 2009**; this project and all of the Contractor's services under this Agreement shall be completed by **June 30, 2011** (except for the Contractor's Final Report, which shall be due by August 30, 2011); and this Agreement shall terminate on **August 30, 2011**, unless amended in writing, signed and approved by all parties, and approved by the Director of the State's Office of Contractual Review.

Also delete from the original Cooperative Endeavor Agreement the existing **"Attachment B", Project Budget (2009-2010)**, appearing on page 14 of the original Agreement, and also delete the existing **"Attachment C", Cost Report (and Request for Reimbursement)**, appearing on page 15 of the original Agreement; and in their places substitute the new **"Attachment B", Revised Project Budget (2009-2011)**, 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 herein, 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 representative 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 date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Louisiana Business Incubation Association,
Contractor

By: _____ 6/23/10
Signature (Date)

Printed Name: Stephen Loy ,

Title: President .

IN WITNESS WHEREOF, this 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 date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name: Pat Witty
LED Contract Monitor

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: _____ 6/28/10
Signature (Date)

Printed Name: Kristy G. McKearn ,

Title: UnderSecretary .

APPROVED
Office of the Governor
Office of Contractual Review

JUN 30 2010

Sandra G. Gillen
DIRECTOR

"Attachment B"

Louisiana Business Incubation Association

Revised Project Budget (2009-11)

Anticipated Funding

Sources:	Amounts
LED	$ 800,000.00
Total Anticipated Funding	$ 800,000.00

Anticipated Expenses

Expense Categories	Amounts
Incubator Support Awards & related expenses (At least 14 awards shall be made; none of which shall exceed $50,000. Each award shall require a 20% match.)	$ 790,000.00
Administrative Expenses (To cover costs of distributing applications, preparing quarterly and Final reports, and a review of its financial statements)	10,000.00
Total Project Expenses	$ 800,000.00

"Attachment C"

Revised Cost Report (and Request for Reimbursement)

Contractor Name: **Louisiana Business Incubation Association**

Address: **C/O Metro/Regional Business Incubator,**
7100 West Park Road
Shreveport, LA. 71129

Tel: (318) 671-1050 **Fax: (318) 671-9032**

Expense Categories	Approved Grant Total Amount	Current Allowable Payment To Be Paid To Contractor	Total Year To Date Payments Previously Made	Category Balance After All Previous and This Current Payments Made
Incubator Support Awards & Related Expenses	**$ 790,000.00**			
Administrative Expenses	**$ 10,000.00**			
Total	**$ 800,000.00**			

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

Signature of Authorized Representative **(Date)** 6/23/10

Attachments: (Copies of Supporting Documentation)

LBIA
Louisiana Business Incubator Association

Louisiana Business Incubation Association
Incubator Members

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