**EXHIBIT A**

**To: Community Colleges requesting Connect NC Bond Proceeds**

**From: NC Community College System Office**

**Re: Community College Questionnaire for federal tax compliance**

Your Community College is receiving this Community College Questionnaire because it has proposed a Project to be funded from the proceeds of the State of North Carolina’s Connect NC Bonds (S.L. 2015-280, Connect NC Bond Act of 2015). This Community College Questionnaire is intended to gather information that will enable the State of North Carolina and its bond counsels to determine if a given Project raises tax concerns. Specifically, this Community College Questionnaire is designed to address the ability of the State to finance the Projects using federally tax-exempt obligations pursuant to the Internal Revenue Code and the regulations promulgated thereunder.

 If the answers to the Community College Questionnaire indicate that there are not foreseeable tax issues, then the proposed Project will proceed to the next step in the approval process. If the answers to the Community College Questionnaire indicate that there are federal tax issues to be resolved, the System Office will send the Community College Questionnaire to the Department of State Treasurer’s bond counsel for further review. If further tax review is obtained for a Project, the funding of the Project may be declined if it is determined that funding the Project with Connect NC Bond proceeds will jeopardize the tax status of interest on the Connect NC Bonds or if the actions required to monitor and maintain the tax status of interest on the Connect NC Bonds will create an undue burden on the State.

You are asked to review each of the questions contained herein for the Project identified below. Please return the completed Community College Questionnaire with the NCCCS 3-1 Form to the System Office at CIprojects@nccommunitycolleges.edu. A separate Community College Questionnaire should be completed for each Project undertaken by your Community College.

Failure to provide the Community College Questionnaire with the NCCCS 3-1 Form may hamper the timeliness of bond proceeds being allocated to the Project.

Project/Agency contact information:

|  |  |
| --- | --- |
| Community College Name |  |
| Contact Name and Title |  |
| Mailing Address |  |
| E-mail Address |  |
| Phone Number |  |
| Project Name |  |
| NCCCS Project No. |  |
| Actual/Anticipated Placed in Service Date |  |
| Date of Questionnaire |  |

### Will any portion of the Project be owned or co-owned by any individual, business, nonprofit organization or the federal government, or any other third party other than the State or a local government?

[ ]  Yes [ ]  No

### If “Yes,” please describe the portion of the Project that will be owned or co-owned under such an arrangement and the details regarding the arrangement.

### Will any portion of the Project be leased to any third parties, businesses, nonprofit organizations, other state or local governments, or any other entity (including the federal government)? The answer will be “No” if (i) the term of the use under the arrangement, including all renewal options (see Note below), is not longer than 50 days, (ii) the arrangement is a negotiated arm’s-length arrangement and compensation under the arrangement is at fair market value, and (iii) the Project was not financed for a principal purpose of providing it to that specific third party.

[ ]  Yes [ ]  No

###  If “Yes,” please describe the portion of the Project that will be leased under such an arrangement.

### [Note—a “renewal option” means a provision under a contract, lease or similar agreement under which either party has a legally enforceable right to renew the arrangement. Thus, a provision under which a contract is automatically renewed for a given period absent cancellation by either party, but either party can cancel without penalty, is not a renewal option (even if the arrangement is expected to be renewed).]

### 3. Will any portion of the Project be managed or operated by any third party, business, nonprofit organization, other state or local government, or any other entity (including the federal government)?

### [ ]  Yes [ ]  No

If “Yes,” provide a copy of the management/operation agreement. If it is anticipated that such an agreement will be entered into in the future, please provide a description of the anticipated arrangement, including the name of the manager (if known), the term of the arrangement and how compensation will be determined under the arrangement.

### 4. Do you anticipate that any portion of the Project will be sold to any entity (including the federal government)?

### [ ]  Yes [ ]  No

If “Yes,” please list the portion of the Project that you anticipate selling.

### 5. Will any portion of the Project be used for research sponsored by any entity other than a State or local government? For these purposes, include research arrangements sponsored by the federal government.

### [ ]  Yes [ ]  No

If “Yes,” please list the portion of the Project that has been, or will be, used for sponsored research.

### 6. Will any portion of the Project be subject to a naming rights agreement with any entity (including the federal government)?

### [ ]  Yes [ ]  No

If “Yes,” please describe the details of the naming rights agreement.

7. Will any portion of the Project be financed with funds other than the State’s tax-exempt bonds?

### [ ]  Yes [ ]  No

If “Yes,” please list the anticipated source (e.g. other tax-exempt bonds, cash, grants, etc.) and amount of the funding per additional source.

### 8. In addition to the items listed above, will any third party business, nonprofit organization or any other entity, including the federal government, have any other contractual rights with respect to the Project, such as the right to approve charges for the use of the Project, the right to determine who may or may not use the Project, the right to restrict activities conducted at the Project or similar contractual rights with respect to the Project?

### [ ]  Yes [ ]  No

If “Yes,” please describe the other contractual rights anticipated with respect to the Project and identify the party to whom the rights will be granted.

I understand thatthe information provided in response to the above questions will be relied upon by the State and its bond counsel in rendering legal opinions in connection with the issuance of tax-exempt obligations and that such opinions will be relied upon by the purchasers of such obligations. I also certify that I am familiar with the Project and am authorized to provide the information provided herein, which is true to the best of my knowledge.

By delivering this Community College Questionnaire, the responding community college agrees that it will maintain or cause to be maintained, in hard copy or in electronic form capable of reproducing hard copies, all material and relevant records related to the use of the Project for the entire term that any of the State’s Connect NC Bonds that financed the Project or any portion thereof are outstanding, or any obligations that refund (including through a series of refundings) the Bonds or any portion thereof, plus six years after the final maturity or prepayment date of thereof. Such records to be maintained include, but are not limited to, documentation evidencing the expenditure of the proceeds of the Bonds and other funds for the cost of the Project, records of any private business use of the Project (e.g., copies of all management contracts, leases and research agreements) and records of any change of use with respect to the Project. If requested by the North Carolina Community College System Office, the responding community college will provide such records to the North Carolina Community College System Office as it deems would be useful in evidencing the State’s compliance with applicable federal tax or other laws.

In addition, by delivering this Community College Questionnaire, the responding community college agrees that it will take such action, or refrain from taking any action, as the case may be, so that the answers to the questions set forth above remain true and correct at all times, unless such action (or inaction) is approved by the North Carolina Department of State Treasurer.

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_