Item G.1. Louisiana Tech University's request for approval to enter into a Facilities Lease Agreement with the Louisiana Tech University Foundation, Inc. to replace the field lighting system at Joe Aillet Stadium.

EXECUTIVE SUMMARY

Louisiana Tech University is requesting Board approval to enter into a Facilities Lease Agreement with the Louisiana Tech University Foundation, Inc. to proceed with replacement lighting at Joe Aillet Stadium. The manufacturer of the field lighting at Joe Aillet Stadium has ceased production of the lighting system components. There are no other sources of lighting components, requiring replacement of the poles and fixtures. The Foundation will proceed to replace the lighting system, at no cost to the University. On completion of the project, the Foundation will donate the constructed lighting and operating system to Louisiana Tech University and the Lease will terminate. It is anticipated the lease will terminate on August 31, 2017 or at such time as a donation of improvements is executed. Staff of Louisiana Tech University will approve the selection and installation of the lighting system.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to enter into a Facilities Lease Agreement with the Louisiana Tech University Foundation, Inc. to replace the field lighting system at Joe Aillet Stadium.

BE IT FURTHER RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to accept the donation of the lighting system when completed.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.
Executive Summary G.1.
October 27, 2016
Page 2

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University and his or her designee are hereby authorized and directed to execute the lease documents, the act of donation described herein and any and all documents necessary in connection with the acceptance of the property donation described herein.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all final executed documents for Board files.
OFFICE OF THE PRESIDENT

October 3, 2016

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Joe Aillet Stadium was constructed in 1969. The original field lighting fixtures were upgraded in 2006 by the Louisiana Tech University Foundation. The manufacturer ceased manufacture of the 2,000 Watt lamps and ballasts in 2015 and there are no other sources for replacement parts.

The Foundation has secured funds to replace the fixtures and poles and is requesting to enter into a ground-facility lease to replace the poles and light fixtures with LED fixtures. LED fixtures will improve field lighting and consume less electricity. The new light poles will be designed and installed to meet current and more rigorous wind load standards. The estimated expense to replace the poles and light fixtures is $1,100,000.

Pursuant to document approval of System staff and counsel, Louisiana Tech University is requesting permission to enter a ground-facility lease to the Foundation to replace the lights and poles at Joe Aillet Stadium. Upon completion of the installation, Louisiana Tech University is requesting permission to accept donation of the improvements subject to review and approval by Board Staff and Legal Counsel of all documents. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors. Copies of all documents executed for the lease and donation will be provided to System Office.

Sincerely,

Leslie K. Guice
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM
P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928
AN EQUAL OPPORTUNITY UNIVERSITY
LEASE

STATE OF LOUISIANA
PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of LOUISIANA TECH UNIVERSITY represented herein by Dr. Leslie K. Guice, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as “LESSOR” and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation, domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech Station, Ruston, Louisiana 71272, represented herein by its duly authorized representatives Brooks Hull, Vice President for University Advancement, and Jennifer A. Riley, Executive Director of University Advancement and General Counsel,

Hereinafter referred to as “TENANT”, have covenanted and agreed as follows:

WITNESETH

ARTICLE 1
LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lincoln Parish, Louisiana, to-wit:

   All of the property described as the site of Joe Aillet Football Stadium associated with Field Lighting, Ruston, Louisiana;
hereinafter referred to as the “Leased Property”. Site shall include only the area required to remove and replace the field lighting poles and fixtures along with access to complete ancillary connections and attachments and not the stadium or other common areas. Tenant shall be provided access through Lessor’s property to the leased site in order to make improvements to the stadium.

1.2 **Habendum Clause.** TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant’s heirs and successors.

1.3 **Designation of Instrument.** This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this “Lease”.

1.4 **Purpose.** The sole purpose for which Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to install field illuminating lighting for Joe Aillet Stadium. Louisiana Tech must approve all plans and specifications prior to commencement of work.

**ARTICLE 2**

**TERM**

2.1 **Term.** The term of this Lease shall be for a period commencing on December 1, 2016, and ending at midnight on the 31st day of August, 2017, or at such time as donation of improvement is executed, whichever occurs first.

**ARTICLE 3**

**RENT**

3.1 **Consideration.** In consideration of said lease, Tenant agrees to make improvements to the stadium, at its sole cost and expense, with standards satisfactory to Lessor.
ARTICLE 4
WARRANTY

4.1 Non-Warranty. This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5
UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6
MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7
IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. Upon completion of each
project, Tenant shall donate or execute any document(s) necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movable. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease until donated by Tenant.

ARTICLE 8 INSURANCE

8.0 Insurance by Lessor. After improvements are made to the stadium, Lessor shall at Lessor’s sole cost insure said improvements under Lessor’s property insurance policy with the State of Louisiana Office of Risk Management.

8.1 Insurance by Tenant. During the installation of improvements to the stadium, Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined
on the attached Exhibit B. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor’s insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant’s Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

8.1.1 **Builder’s Risk and Fire and Extended Coverage.** Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 **Comprehensive General Liability Insurance.** Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.

8.1.3 **Named Insured.** All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.
8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant or Contractor.

ARTICLE 9
TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10
INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney’s fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns,
agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant’s agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney’s fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11
ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12
DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall
be entitled to twelve (12%) per annum interest on such amount due after default until paid and 
said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount 
due.

ARTICLE 13
NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be 
given, made or accepted by either party must be in writing, and unless otherwise expressly 
provided herein, shall be deemed properly given or served only if delivered personally to the 
other party hereto or sent by certified mail, return receipt requested, to the respective parties at 
the following address:

Lessor: c/o Sam Wallace 
Assistant Vice President for Finance and Administration 
P.O. Box 3151 
Ruston, LA 71272

Tenant: c/o Jennifer A. Riley 
Executive Director of Advancement & Legal Counsel 
P.O. Box 3183 
Ruston, LA 71272

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise 
stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice 
given in any other manner shall be effective only if and when received by the party to be 
notified. The parties hereto shall have the right to change their respective addresses for the 
receipt of notices only upon giving of at least fifteen (15) days written notice to the other party 
by way of certified mail, return receipt requested.
ARTICLE 14
SURRENDER OF POSSESSION

14.1 **Surrender of Possession.** At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15
SPECIFIC PERFORMANCE

15.1 **Specific Performance.** Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney’s fee.

ARTICLE 16
BINDING EFFECT

16 **Binding Effect.** With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17
GENDER

17.1 **Gender.** Where the word “Lessor” or the word “Tenant” occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.
ARTICLE 18
SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be December 1, 2016.
Signature Page:
Lease Agreement between Louisiana Tech University and Louisiana Tech University Foundation, Inc. of the Joe Aillet Football Stadium associated with Field Lighting, Ruston, Louisiana

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of ___________ 2016.

WITNESSES:  LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

__________________________
Brooks Hull

__________________________
Jennifer A. Riley

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of ___________ 2016.

WITNESSES:  LOUISIANA TECH UNIVERSITY

__________________________
Dr. Leslie K. Guice
** EXHIBIT B **

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). *Claims Made* form is unacceptable.

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. BUILDER'S RISK COVERAGE

Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood/quake). Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood/earthquake sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence.
The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana, Policy of self-insurance or any Commercial Property Insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, Policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 27, 2016

Item G.2. Louisiana Tech University’s request for approval to accept a donation of certain property in connection with the development, construction, renovation and equipping of student housing facilities, and the development of new parking improvements on the campus of the University.

EXECUTIVE SUMMARY

Louisiana Tech University is requesting Board approval to accept a donation of certain property from Innovative Student Facilities, Inc. On October 22, 2015, the Board adopted a resolution authorizing the execution of a Ground and Buildings Lease Agreement between the University and Innovative Student Facilities, Inc., a private nonprofit corporation organized and existing to support and benefit the educational, scientific, research and public service missions of the University and an Agreement to Lease with Option to Purchase between the Corporation and the Board. The leases were executed in connection with the lease and leaseback of certain property on the campus of Louisiana Tech University in order to allow the University to finance the acquisition, design, development, construction, renovation and construction of certain student housing facilities and parking improvements on the main campus of the University.

On August 8, 2016, the Louisiana Community Development Authority issued its $36,695,000 Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016A on behalf of the Corporation to finance the project described herein. In connection with the financing of the project, the Corporation purchased certain property from the Louisiana Tech University Foundation and desires to donate the property to the University to allow a portion of the project to be constructed thereon.

Phase I Environmental Site Assessments have been completed for the property to be donated to the University and a title insurance policy is expected to be issued insuring the University’s ownership interest in the property upon completion of the donation. The University is requesting the Board to accept the donation of the property to facilitate the project and to authorize the execution of an act of donation evidencing the acceptance of the donation.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to accept a donation of certain property in connection with the development, construction, renovation and equipping of student housing facilities, and the development of new parking improvements on the campus of the University.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University and his or her designee are hereby authorized and directed to execute the act of donation described herein and any and all documents necessary in connection with the acceptance of the property donation described herein.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all final executed documents for Board files.
OFFICE OF THE PRESIDENT

October 3, 2016

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Innovative Student Facilities, a 501(c)(3) established to acquire, construct, develop, manage and lease immovable property on the Louisiana Tech University Campus, acquired a parcel of land located at 414 W. California. There are no buildings or other improvements located on the parcel acquired to complete a site for the Phase III of Student Housing project being constructed by Innovative Student Facilities for Louisiana Tech University. Louisiana Tech University owns all property adjoining this site.

Louisiana Tech University is requesting permission to accept the donation of this 0.17 acre tract of land. All supporting documentation required by Board PPM have been supplied to system staff and counsel. The University estimates that there will be minimal, if any, increase in operational or maintenance expense related to acceptance of this land.

Louisiana Tech University is requesting permission to accept this donation subject to review and approval by Board Staff and Legal Counsel of all documents. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange. Copies of all documents executed for the donation will be provided to System Office.

Sincerely,

[Signature]

Leslie K. Guice
President

sw
enclosure
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Innovative Student Facilities, a 501(c)(3) established to acquire, construct, develop, manage and lease immovable property on the Louisiana Tech University Campus, acquired a parcel of land located at 1006 Nelson Avenue. All buildings or other improvements located on the parcel have been removed. The land was acquired to improve parking facilities as part of a project undertaken by Innovative Student Facilities. Louisiana Tech University owns property adjoining this site and does not anticipate any increase in operational or maintenance expense.

Louisiana Tech University is requesting permission to accept the donation of this 0.172 acre tract of land. All supporting documentation required by Board PPM have been supplied to system staff and counsel.

Louisiana Tech University is requesting permission to accept this donation subject to review and approval by Board Staff and Legal Counsel of all documents. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange. Copies of all documents executed for the donation will be provided to System Office.

Sincerely,

Leslie K. Guice
President

sw
enclosure
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Innovative Student Facilities, a 501(c)(3) established to acquire, construct, develop, manage and lease immovable property on the Louisiana Tech University Campus, acquired a parcel of land located at 405 Dan Reneau Drive. All buildings or other improvements located on the parcel have been removed. The land was acquired to improve parking facilities as part of a project undertaken by Innovative Student Facilities. Louisiana Tech University owns all property adjoining this site and does not anticipate any increase in operational or maintenance expense.

Louisiana Tech University is requesting permission to accept the donation of this 0.126 acre tract of land. All supporting documentation required by Board PPM have been supplied to system staff and counsel.

Louisiana Tech University is requesting permission to accept this donation subject to review and approval by Board Staff and Legal Counsel of all documents. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange. Copies of all documents executed for the donation will be provided to System Office.

Sincerely,

[Signature]
Leslie K. Guice
President

sw
enclosure
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered by ________________________:

RESOLUTION

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DONATION OF PROPERTY FROM INNOVATIVE STUDENT FACILITIES, INC., IN CONNECTION WITH THE RENOVATION, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STUDENT HOUSING AND RELATED FACILITIES ON THE CAMPUS OF LOUISIANA TECH UNIVERSITY BY INNOVATIVE STUDENT FACILITIES, INC.; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) is a public constitutional corporation organized and existing under the laws of the State of Louisiana and Louisiana Tech University (the “University”), in Ruston, Louisiana is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”), on behalf of Innovative Student Facilities, Inc. (the “Corporation”), issued its $36,695,000 Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016A (the “Series 2016A Bonds”) and its $4,000,000 Taxable Subordinate Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016B (the “Series 2016B Bonds” and together with the Series 2016A Bonds, the “Bonds”) and loaned the proceeds of the Bonds to the Corporation for the purpose of financing the acquisition, development, construction, renovation, and reconstruction of new residence halls, the renovation of existing residence halls, the demolition of certain existing residence halls, and the construction of associated parking and related facilities on the main campus of the University (the “Project”);

WHEREAS, in connection with the Project, the Corporation now desires to donate certain property described more fully in Exhibit A, attached hereto (the “Property”), to the Board and the Board desires to accept the donation of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System that:

SECTION 1. The Board hereby accepts the donation of the property described more fully on Exhibit A hereto (the “Property”) from the Corporation.

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute any certificates, documents, agreements or other items necessary to complete the acceptance of the donation of the Property from the Corporation.
SECTION 3. This Resolution shall become effective immediately upon adoption hereof.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the ___ day of __________, 2016.

*****

(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Certified to be a true copy:

__________________________
Secretary
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the “Board”), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on October 27, 2016 captioned as follows:

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACT OF DONATION OF PROPERTY FROM INNOVATIVE STUDENT FACILITIES, INC., IN CONNECTION WITH THE RENOVATION, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STUDENT HOUSING AND RELATED FACILITIES ON THE CAMPUS OF LOUISIANA TECH UNIVERSITY BY INNOVATIVE STUDENT FACILITIES, INC.; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the ___ day of ___________, 2016.

Name: Carol Slaght
Title: Assistant to the Board

[SEAL]
EXHIBIT A

DESCRIPTION OF PROPERTY

Tract No. 1: Property acquired from Robert Flournoy; corner of Homer Street and California Street

Beginning at the Northeast corner of the intersection of California Avenue (S.S. Highway #80) and Homer Street, according to the original plat and survey of the Town of Ruston, Louisiana, on file and of record in the office of the Clerk of Court, Lincoln Parish, Louisiana, and thence running Easterly along the northerly side of California Avenue for a distance of fifty (50) feet; thence running Northerly and parallel to Homer Street a distance of one hundred fifty (150) feet; thence running Westerly and parallel to California Avenue to the easterly side of Homer Street a distance of fifty (50) feet; thence running Southerly along the eastern side of Homer Street to the point of place of beginning, a distance of one hundred fifty (150) feet, being a portion of Lot No. 4 of Block 36 of the original plat and survey of the Town of Ruston, recorded as aforesaid, and being the same property that Western Haacheries of Ruston, Inc., acquired from Joe Fechtel by Deed or Act of Sale filed under Registry No. N-131252 and recorded in Book 49, Page 379, of the conveyance records of Lincoln Parish, Louisiana, together with all improvements.

Being the same property acquired by Louisiana Tech University Foundation, Inc., recorded December 17, 2015 at Book 1389, Page 327, official records of Lincoln Parish, Louisiana.

Tract No. 2: Property acquired from Church of God of Ruston; Nelson Street

Beginning at the Northeast corner of NE 1/4 of NW 1/4 of Section 26, Township 18 North, Range 3 West, Lincoln Parish, Louisiana, thence run due South 628 feet to the South side of Nelson Avenue, thence run West along the South line of Nelson Avenue a distance of 1108 feet to the starting point, and from said starting point run West a distance of 60 feet, thence run South a distance of 175 feet, thence run East a distance of 60 feet, thence run North to the starting point a distance of 125 feet, said property being further described as: the East 60 feet of Lots 1 and 3 of Block 125 of Miller Addition to the Town of Ruston as per plat of said addition recorded in Plat Book, Page 13, of the records of Lincoln Parish, Louisiana.

Being the same property acquired by Louisiana Tech University Foundation, Inc., recorded September 3, 2015 at Book 1331, Page 524, official records of Lincoln Parish, Louisiana.

Tract No. 3: Property acquired from Bobye Taylor; 405 Dan Reneau Drive

Beginning at the Northwest corner of Square 35 of the Town of Ruston, Louisiana, and run East 199 feet along the South boundary of Arizona Avenue for the starting point; from starting point run South a distance of 100 feet, East 55 feet, North a distance of 100 feet to the South boundary of Arizona Avenue, and West along the South boundary of Arizona Avenue a distance of 55 feet to the point of beginning.

Being the same property acquired by Louisiana Tech University Foundation, Inc., recorded June 23, 2015 at Book 1373, Page 420, official records of Lincoln Parish, Louisiana.
EXECUTIVE SUMMARY

PPM Consultants, Inc. (PPM) was retained by the Louisiana Tech University to conduct a Phase I Environmental Site Assessment (ESA) of the Vacant Lot at 414 West California Avenue in Ruston, Louisiana. The purpose of this assessment was to identify recognized environmental conditions in connection with the property by means of interviews, review of record information, and site reconnaissance. The environmental assessment was conducted in conformance with the scope of American Society for Testing and Materials (ASTM) International Standard Practice E 1527-13.

PPM conducted the site reconnaissance on October 2, 2015, for the vacant lot at 414 West California Avenue. The subject property currently consists of the paved foundation of a commercial building in a commercially developed area of Ruston, Louisiana. The property is approximately 0.2-acres in a generally rectangular shape, bordered by South Homer Street to the west and West California Avenue to the south. Improvements to the site include a paved parking area to the west, manicured grass to the south, and stormwater conveyances to the west along South Homer Street. Historical documents and interviews indicate that the subject property was first developed as a chicken egg hatchery between 1951 and 1958, operating as a commercial analysis laboratory until 2005 when thereafter it served as offices. The structure on the property burned down in May 2012 following a fire caused by a covered heater. The site has remained vacant following the fire and removal of the building on the subject property.

This assessment has revealed no evidence of recognized environmental conditions in connection with the property.
PPM Consultants, Inc. (PPM) was retained by the Louisiana Tech University to conduct a Phase I Environmental Site Assessment (ESA) of the Nelson Avenue Property at Tax Parcel 26183099401 on Nelson Avenue in Ruston, Louisiana. The purpose of this assessment was to identify recognized environmental conditions in connection with the property by means of interviews, review of record information, and site reconnaissance. The environmental assessment was conducted in conformance with the scope of ASTM International Standard Practice E 1527-13.

PPM conducted the site reconnaissance on August 29, 2016, for the vacant lot on Nelson Avenue. The subject property currently consists of the paved walkway and vacant shed in a residentially developed area of Ruston, Louisiana. The property is approximately 0.17 acres in a generally rectangular shape, bordered by Nelson Avenue to the north. Improvements to the site include a paved walkway and manicured grass. Historical documents and interviews indicate that the subject property was first developed as a residence between 1939 and 1949. The structure on the property was removed between 2009 and 2010, and the site has remained vacant.

This assessment has revealed no evidence of recognized environmental conditions in connection with the property.
EXECUTIVE SUMMARY

PPM Consultants, Inc. (PPM) was retained by the Louisiana Tech University to conduct a Phase I Environmental Site Assessment (ESA) of the Dan Reneau Drive Property at 405 Dan Reneau Drive in Ruston, Louisiana. The purpose of this assessment was to identify recognized environmental conditions in connection with the property by means of interviews, review of record information, and site reconnaissance. The environmental assessment was conducted in conformance with the scope of ASTM International Standard Practice E 1527-13.

PPM conducted the site reconnaissance on August 29, 2016. The subject property currently consists of a small, commercial building approximately 800 square feet in size with a tile floor and brick exterior. The site is in a commercially developed area of Ruston, Louisiana. The property is approximately 0.13-acres in a generally rectangular shape, bordered by Dan Reneau Drive to the north. Improvements to the site include a paved walkway to the north, a fenced and unmaintained grass yard to the south, and stormwater conveyances to the north along Dan Reneau Drive. Historical documents and interviews indicate that the subject property was first developed as a trailer park between 1949 and 1958. A commercial structure, operating as a barber and pawn shop, was constructed at the north end of the subject property between 1958 and 1968. The structure on the property has been vacant for at least a year and was scheduled to be removed during the week of August 29, 2016.

This assessment has revealed no evidence of recognized environmental conditions in connection with the property.
September 2, 2016

University of Louisiana System Board of Supervisors
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70803

Re: Letter of Reliance
    Phase I Environmental Site Assessment Report
    Vacant Lot
    414 West California Avenue
    Ruston, Louisiana
    PPM Project No. 131304

To Whom This May Concern:

PPM Consultants, Inc. was retained by Louisiana Tech University to conduct a Phase I Environmental Site Assessment (ESA) at the above referenced site. The report was dated October 12, 2015. PPM hereby authorizes the University of Louisiana System Board of Supervisors to use and rely upon the findings and conclusions contained in the report as if it had originally been prepared for and addressed to them. However, this use and reliance is limited to the scope of work and terms and conditions as agreed upon between PPM and Louisiana Tech University, our original client for whom the report was prepared. In accordance with those terms and conditions, because the report is over 180 days old, this report may only be relied on as representative of the time when the Phase I ESA was performed.

This authorization is valid only upon all entities agreeing to this condition as evidenced by signing in the space provided below, completion of the attached User Questionnaire and returning via email or facsimile to us at (318) 323-6593. If a signed copy of this document and the completed User Questionnaire has not been received within ten working days of the date listed above, this authorization will be considered null and void. No other party is entitled to rely upon the report unless our expressed written consent is first obtained.

If you have any questions or need additional information, please do not hesitate to contact Chasity Reed or me at (318) 323-7270.

Sincerely,

[Signature]

Gregory P. Slover, P.G.
Senior Geologist

University of Louisiana System Board of Supervisors

Date: ____________
ATTACHMENT A

USER QUESTIONNAIRE
**USER QUESTIONNAIRE (Part 1)**

For your convenience, PPM has prepared this form to help you, the user of the Phase I ESA to easily provide “Client responsibility” and other pertinent information. Please complete the form at your discretion and return to PPM with the authorization to proceed for inclusion in the report.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes □ No □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did your search of recorded land title records identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?</td>
<td></td>
</tr>
<tr>
<td>Did your search of recorded land title records identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?</td>
<td></td>
</tr>
<tr>
<td>If you have not searched land title records, do you request PPM to provide this service to you for an additional fee?</td>
<td></td>
</tr>
<tr>
<td>Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?</td>
<td></td>
</tr>
<tr>
<td>Does the purchase price being paid for this property reasonably reflect the fair market value of the property?</td>
<td></td>
</tr>
<tr>
<td>If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?</td>
<td></td>
</tr>
<tr>
<td>Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,</td>
<td></td>
</tr>
<tr>
<td>(a.) Do you know the past uses of the property?</td>
<td></td>
</tr>
<tr>
<td>(b.) Do you know of specific chemicals that are present or once were present at the property?</td>
<td></td>
</tr>
<tr>
<td>(c.) Do you know of spills or other chemical releases that have taken place at the property?</td>
<td></td>
</tr>
<tr>
<td>(d.) Do you know of any environmental cleanups that have taken place at the property?</td>
<td></td>
</tr>
<tr>
<td>Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?</td>
<td></td>
</tr>
<tr>
<td>Can you provide any documentation relevant to the assessment such as previous Phase I or II ESAs, UST closure assessments, site investigations, or other records?</td>
<td></td>
</tr>
<tr>
<td>Can you provide any site maps, legal descriptions, or other information that will clearly define the property boundaries?</td>
<td></td>
</tr>
</tbody>
</table>

**Please Identify the Following:**

| Property Owner:                                                                 |             |
| Owner Representative:                                                              |             |
| Means to Contact:                                                                  |             |
| Reason for Phase I:                                                                |             |
| Type of Property:                                                                  |             |
| Type of Transaction:                                                               |             |
| Other Reliant Parties (users):                                                     |             |
| Deviations from ASTM Standard:                                                     |             |
| Special Instructions:                                                              |             |
# USER QUESTIONNAIRE (Part 2)

Do you desire PPM to address any of the issues listed below that are not included in the ASTM scope of work for an additional fee?

<table>
<thead>
<tr>
<th>ISSUE OR SERVICE</th>
<th>ANSWER</th>
<th>COMMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research Title Records for AULs and Environmental Liens</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Asbestos-containing materials</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Radon</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Lead-based paint</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Lead in drinking water</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Wetlands</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Regulatory compliance (e.g. UST)</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Cultural and historic resources</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Industrial hygiene</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Health and safety</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Ecological resources</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Endangered species</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Indoor air quality</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Mold</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Biological Agents</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Phase II soil and/or groundwater sampling</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Recommendations in report</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Other</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
</tbody>
</table>

This User Questionnaire was completed by:

Name: 
Title/Company: 
Phone Number: Date:
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 27, 2016

Item G.3. Louisiana Tech University’s request for approval to demolish Pearce Hall located on the University Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish Pearce Hall on the Louisiana Tech University Campus. Pearce Hall has served as a male dormitory since 1958 and is a three-story facility with 28,550 square feet. This facility is in poor condition and has several infrastructure deficiencies. The space will be used to construct new student housing beginning in the summer of 2017.

Please refer to the attached summary and photos describing and depicting this building.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to demolish Pearce Hall located on the University Campus.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
OFFICE OF THE PRESIDENT

October 3, 2016

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is requesting permission to demolish Pearce Hall (State I.D. S07854). Pearce Hall has served as a Male dormitory since 1958. Pearce Hall is a three story facility with 28,550 square feet and houses 175 male students. This facility is in poor condition and has several infrastructure deficiencies.

Innovative Student Facilities, a 501(c)(3) established to acquire, construct, develop, manage and lease immovable property on the Louisiana Tech University Campus is currently constructing new housing on the campus. Phase III of housing improvements was approved by the Board of Supervisors and is currently under construction. As new improvements are completed and occupied, existing space will be taken out of service. Construction of new housing configured in suites to accommodate 209 students on the Pearce Hall site is scheduled to begin in the Summer of 2017.

We respectfully request permission to begin the approval process to demolish this structure. The approval process will require a review and concurrence from Facility Planning and Control and area legislators.

Sincerely,

Leslie K. Guice
President

sw
enclosure
Item G.4. Louisiana Tech University’s request for approval to allow certain properties located at the South Campus Tract to be nominated to the State Mineral Board for mineral lease.

EXECUTIVE SUMMARY

The University requests approval to execute a mineral lease of land at its South Campus Tract. This tract of land containing approximately 368.47 acres, more or less, is situated in Sections 26 and 35, Township 18 North, Range 3 West, Lincoln Parish. Louisiana Tech requests permission to establish a bid minimum per acre bonus of $2,000 per acre and one-quarter royalty percentage, and further requests permission to stipulate that no production activities may occur on University property.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval to allow certain properties located at the South Campus Tract to be nominated to the State Mineral Board for mineral lease.

BE IT FURTHER RESOLVED, that the President of the University or his or her designee be authorized to execute a lease on the properties located at its South Campus Tract on behalf of Louisiana Tech University.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents and administrative requirements.

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is requesting permission to allow properties in Lincoln Parish to be nominated to the State Mineral Board for mineral lease. Specifically the University is requesting permission to allow the south campus containing approximately 368.47 acres to be nominated for lease. The site is identified by the Louisiana Office of State Lands as tract 0010-731021.

The south campus is located in Sections 26 and 35, Township 18 North – Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University – South Campus Tract No. 0010-731021, acquisition information can be found in the Lincoln Parish Clerks of Court Office, containing approximately 368.47 acres, more or less, as shown on the attached plat.

Louisiana Tech University requests permission to establish a bid minimum per acre bonus of $2,000 per acre and a one quarter (1/4) royalty percentage.

Louisiana Tech University further requests permission to stipulate that no production activities may occur on University property.

Should the State Mineral Board, after following all legal requirements, recommend awarding of a lease, Louisiana Tech University requests permission to execute such lease.

Sincerely,

Leslie K. Guice
President

sw
enclosure
RESOLUTION

BE IT RESOLVED that pursuant to a public notice, a regularly scheduled meeting of the University of Louisiana System Board of Supervisors was held on the 27th of October, 2016, at 11:00 o’clock A.M. in the Claiborne Building 1201 North Third Street, Baton Rouge, Louisiana, where the following resolution was adopted, to wit:

BE IT RESOLVED that the Board of Supervisors of the University of Louisiana System has determined that it is the owner of mineral interests in and under immovable property known as the south campus located in Sections 26 and 35, Township 18 North – Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University – South Campus Tract No. 00:0-731021. The property is described in Exhibit “A”, attached hereto and made a part hereof with acquisition information found in records located in the Lincoln Parish Clerk of Courts;

BE IT FURTHER RESOLVED that the Board of Supervisors for the University of Louisiana System has determined that it desires to take advantage of LSA R.S. 30:152(), et seq, to authorize the Louisiana State Mineral and Energy Board to nominate the approximately 368.47 acres located in Lincoln Parish and described in Exhibit “A” for state agency mineral lease;

BE IT FURTHER RESOLVED by the Board of Supervisors for the University of Louisiana System, in legal session convened, that it does hereby direct and authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources to accept nominations, advertise for, accept and award bids, and execute all oil, gas and mineral leases pertaining to the immovable property listed on the attached Exhibit “A”;

BE IT FURTHER RESOLVED by the Board of Supervisors that the President of Louisiana Tech University is authorized to execute all necessary documents for said transaction on behalf of Louisiana Tech University and the Board of Supervisors of the University of Louisiana System contingent upon document review and approval of Board staff;

BE IF FURTHER RESOLVED by the Board of Supervisors that the University is authorized to establish a minimum (1/4) royalty and minimum $2,000 per acre cash bonus;

BE IF FURTHER RESOLVED by the Board of Supervisors that the University is authorized to stipulate that no production activities may occur on University property;

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
Exhibit A

MINERAL LEASE DESCRIPTION

LINCOLN PARISH, LOUISIANA

September 1, 2016

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana Tech University on June 10, 2015, being more fully described as follows: That certain tract or parcel of land, containing approximately 368.47 acres, more or less, situated in Sections 26 and 35, Township 18 North ' Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University ' South Campus Tract No. 0010-731021, acquisition information can be found in the Lincoln Parish Clerks of Court Office, containing approximately 368.47 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

BACKGROUND: 1994 Clay and 1994 Ruston West – LA 7.5’ Quadrangle

PARISH (ES): Lincoln Parish

STATE ACREAGE: Approximately 368.47 Acres

SEC (S) TWP & RANGE: Sections 26 and 35, T 18 N – R 3 W

TYPE OF TRACT: State Lands

OVERLAPS: None
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 27, 2016

Item G.5. Northwestern State University’s request to approve the Letter of Intent agreement with Housing Partnership II LTD, a Texas Limited partnership, by Housing Corp. II, its general partner (Campus Living Villages), along with an amendment.

EXECUTIVE SUMMARY

Northwestern is requesting Board approval to approve the Letter of Intent (LOI) agreement with Housing Partnership II LTD. The University presented the project to the Board at its April 28, 2016 meeting. The LOI executed on August 22, 2016 granted Northwestern and Campus Living Villages the ability to determine the feasibility of the renovation of Varnado Hall. In addition, the amendment will provide for the remediation and abatement services necessary to meet the timeline proposed for use of Varnado Hall. It is anticipated that the parties will be back at the December Board meeting to execute a ground lease for Varnado Hall.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to approve the Letter of Intent agreement with Housing Partnership II LTD, a Texas Limited partnership, by Housing Corp. II, its general partner (Campus Living Villages), along with an amendment.

BE IT FURTHER RESOLVED, that Northwestern State University shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Northwestern State University and his or her designee are hereby authorized and directed to execute the Letter of Intent documents, described herein and any and all documents necessary in connection with the due diligence of Varnado Hall described herein.

AND FURTHER, that Northwestern State University will provide the System office with copies of all final executed documents for Board files.
October 5, 2016

Dr. Daniel Reneau, Interim President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Varnado Hall Amendment to Letter of Intent

Dear Dr. Reneau:

Northwestern State University is submitting the attached Varnado Hall Letter of Intent Amendment to be placed on the agenda for the October 2016 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Dr. James B. Henderson
President

Attachment
Executive Summary
Northwestern State University – Varnado Hall Letter of Intent

Varnado Hall is an existing dormitory on the Northwestern State University (NSU) site. This building consists of 191 bed spaces in two wings, a central common space including ball room, entry, front porch, and basement laundries and utilities areas. Until this fall semester Varnado Hall was used for temporary overflow housing.

The proposed project is to refurbish this property and create a Residential College built around the NSU Creative and Performing Arts (CAPA) program.

It is proposed that this project proceed in two stages:

1. Investigation and Due Diligence
2. Final Proposal for approval

At the April 28, 2016 meeting of the ULS Facilities Planning Committee, NSU was granted the ability to sign a Letter of Intent (LOI) with Campus Living Villages for the investigation and due diligence portion of the project.

Today we are requesting this amendment to the LOI to provide for the remediation and abatement services necessary to meet the timeline proposed for use of Varnado Hall. T
Northwestern State University

Letter of Intent (LOI)

Amendment

The following parties herein signify by signing below an Agreement to amend and modify the LOI entered on August 31, 2016 to address the need to remediate asbestos found in Varnado.

CLV agrees to proceed in completing the remediation and abatement of the asbestos within Varnado to the university’s satisfaction and will pay the costs incurred in the project.

The University agrees that, should this project not proceed for any reason, the cost of such remediation will be reimbursed to CLV from identified funds currently available to the University for this abatement process.

Thus done and signed this _____ day of ____________, 2016.

Northwestern State University

By: ________________________________

Dr. James Henderson, President

Housing Partnership I, Ltd., a Texas Limited partnership

By: Housing Corp. II, A Texas Corporation, its general partner

By: ________________________________

Gary Clarke, President
LETTER OF INTENT
VARANDO HALL RENOVATION
NORTHWESTERN STATE UNIVERSITY
NATCHITOCHES, LOUISIANA

NOW COMES:
Dr. James Henderson, President of Northwestern State University ("NSU" or "the University"),

and

Gary Clarke, President of Housing Partnership, II Ltd., a Texas limited partnership, by Housing Corp. II, its general partner ("CLV"),

(collectively, "the Parties") who appear to execute this Letter of Intent regarding the potential renovation and remodeling of Varnado Hall on the campus of NSU.

With reference to the award letter noting CLV were the successful proposer to the RFQ number 63016, the Parties anticipate entering into a lease after it is determined, in CLV's sole discretion, that the renovation of Varnado Hall, a historic building, is viable. The design and construction of the Varnado Hall Project, along with all necessary amended Leases, shall be submitted for approval by the Board of Supervisors for the University of Louisiana System pursuant to La R.S. 17:3361, et seq.

To determine the feasibility of the Project, CLV will obtain an estimation of the costs, proposed sources of funding and architectural plans through the use of architects and other professionals. As Varnado Hall is an historic building, special evaluations are needed to properly maintain its historic status and determine how it can best serve the needs of the students at NSU. CLV estimates that the costs incurred in the evaluation stage of the Project will not exceed $367,000.00 (the "Evaluation Cost Cap") as outlined in the prepared written statement previously supplied to NSU.

Should CLV determine it does not wish to proceed, or if CLV determines the Project is not viable, it will incur those costs internally with no payment due from NSU.

Should CLV determine that the Project is viable, but NSU:

- determines not to proceed, at its sole discretion,
- is unable to proceed, for whatever reason, including legal, constitutional or environmental impediment, or
- is not able or willing to agree to the terms of the amendments to Ground Lease Improvements Lease or Sublease required by CLV in conjunction with the Project,

Then in any of the above three scenarios, NSU shall reimburse the invoiced costs submitted by CLV up to the Evaluation Cost Cap, within thirty days after receipt of notice of such costs from CLV. Should such payment be made by NSU, all design and construction documents produced by or on behalf of CLV for the Project, including but not limited to architectural drawings,
renderings, and plans, shall be owned by NSU and shall be transferred by CLV to NSU in full ownership. Similarly, if CLV determines it does not wish to proceed, or if CLV determines the Project is not viable, then in either of those scenarios CLV shall transfer to NSU all design and construction documents produced by or on behalf of CLV for the Project.

NSU represents that it has identified reserve funds available for such costs up to the Evaluation Cost Cap.

Thus done and signed this 31 day of August 2016.

SIGNATORIES ON SEPARATE PAGES.
Thus done and signed at Harris County, Texas in the presence of the undersigned competent witnesses on this 19 day of August, 2016.

WITNESSES:

Housing Partnership I, Ltd., a Texas limited partnership

By: Housing Corp. II, a Texas corporation, its general partner

By: ____________________________
    Gary Clarke, President
Thus done and signed at Natchitoches Parish, Louisiana in the presence of the undersigned competent witnesses on this 22 day of August, 2016.

WITNESSES:

[Signatures]

Northwestern State University of Louisiana at Natchitoches

By: [Signature]

Print Name: James B. Henderson

Title: President
Item G.6. University of Louisiana at Lafayette’s request for approval to enter into a Cooperative Endeavor Agreement with Crown Bioscience North Carolina, Inc. related to nonhuman primate research.

EXECUTIVE SUMMARY

Approval of this request will allow the University of Louisiana at Lafayette to enter into a Cooperative Endeavor Agreement (CEA) with Crown Bioscience North Carolina, Inc. (Crown Bio) related to nonhuman primate research. Political subdivisions of the State are allowed to engage in cooperative endeavor agreements in accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana. The CEA shall have an initial term of ten years, beginning on November 1, 2016 and terminating on October 31, 2026.

The CEA will relocate Crown Bio’s nonhuman primate research program on Diabetes treatment to the New Iberia Research Center (NIRC). This particular CEA will offer synergy between the new to be added research program and the ongoing operations at NIRC, and will represent a steady source of revenue for the University in four revenue streams:

1. Crown Bio will renovate Building 28 on the NIRC campus that had been withdrawn from use three years ago, at Crown Bio’s cost. The renovated building will remain in the University’s ownership, and available for use, after cessation of the lease by Crown Bio.
2. Crown Bio will be paying rent for the building for a duration of ten years, at competitive rates for the local market.
3. Crown Bio will subcontract the care of their nonhuman primates to NIRC as well as acquire additional animals from the NIRC colonies.
4. Crown Bio will subcontract laboratory analyses and specialized research procedure to the research staff of NIRC.

In addition, the Crown Bio research program will benefit the ongoing NIRC research program including collaborative endeavors and expansion into new research directions, and competing for external funds to the University. The company will also create new positions at NIRC, a benefit to the region and an opportunity for new graduates to find employment.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to enter into a Cooperative Endeavor Agreement with Crown Bioscience North Carolina, Inc. related to nonhuman primate research.

BE IT FURTHER RESOLVED, that University of Louisiana at Lafayette shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette and his or her designee are authorized to execute any and all documents associated with this Cooperative Endeavor Agreement.

AND FURTHER, that the University of Louisiana at Lafayette will provide the System office with copies of all final executed documents for Board files.
October 6, 2016

Dr. Daniel D. Reneau, Jr.
Interim President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

This is a request for approval to enter into a Cooperative Endeavor Agreement with Crown Bioscience North Carolina, Inc. (Crown Bio).

This Cooperative Endeavor Agreement (CEA) will relocate Crown Bio’s nonhuman primate research program on Diabetes treatment to the New Iberia Research Center (NIRC). This particular CEA will offer synergy between the new to be added research program and the ongoing operations at NIRC, and will represent a steady source of revenue for the University in four revenue streams:

1) Crown Bio will renovate Building 28 on the NIRC campus that had been withdrawn from use 3 years ago, at Crown Bio’s cost. The renovated building will remain in the University’s ownership, and available for use, after cessation of the lease by Crown Bio.
2) Crown Bio will be paying rent for the building for a duration of ten years, at competitive rates for the local market.
3) Crown Bio will subcontract the care of their nonhuman primates to NIRC as well as acquire additional animals from the NIRC colonies.
4) Crown Bio will subcontract laboratory analyses and specialized research procedure to the research staff of NIRC.

In addition, the Crown Bio research program will benefit the ongoing NIRC research program including collaborative endeavors and expansion into new research directions, and competing for external funds to the University. The company will also create new positions at NIRC, a benefit to the region and an opportunity for new graduates to find employment.
Dr. Daniel D. Reneau, Jr.
Page 2
October 6, 2016

Of importance, this CEA was negotiated to the extent that the University will not have to engage any funds for its implementation but only collect revenues, while providing its new industrial partner the opportunity to expand their business abilities.

In conclusion, we submit that the terms of this CEA are very advantageous for both parties and represent an ideal strategy to engage the industrial sector into partnering with and enhancing the University’s mission.

Please place this item on the agenda for consideration at the October 2016 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

Attachments
COOPERATIVE ENDEAVOR AGREEMENT

by and between

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

on behalf of

THE UNIVERSITY OF LOUISIANA at LAFAYETTE

and

CROWN BIOSCIENCE NORTH CAROLINA INC.

Effective December 1, 2016
COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement ("Agreement"), effective December 1, 2016 ("Effective Date"), is made and entered into by and between THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, on behalf of UNIVERSITY OF LOUISIANA AT LAFAYETTE, a public institution of higher education organized and existing under the laws of the State of Louisiana ("University"), herein represented by and through Dr. E. Joseph Savoie, President of University; and CROWN BIOSCIENCE NORTH CAROLINA INC., a corporation formed under the laws of the State of Florida ("Crown Bio"), herein represented by Dr. Jim Yi-Xin Wang, President and CEO. University and Crown Bio are collectively referred to as the "Parties" or singularly as a "Party."

WHEREAS, University is a state institution of higher education, a member of the University of Louisiana System, and under the jurisdiction of the Louisiana Board of Regents;

WHEREAS, a strategic imperative of the University related to Research is to enhance supporting infrastructure for the conduct of research and innovation;

WHEREAS, University currently operates the New Iberia Research Center ("NIRC"), which is the nation’s largest non-human primate research center, involved in the conduct of biomedical research aimed at promoting human health and animal welfare;

WHEREAS, NIRC specializes in the breeding, management, and importation of a diverse range of non-human primate species and offers a broad range of diagnostic, laboratory, and human resources for the development and characterization of non-human primate models for applied and basic research aimed at promoting human quality of life;

WHEREAS, University desires for the renovation and modernization of certain of the facilities located on the NIRC campus, which are currently in a state of disrepair and non-use, such that the facilities can be utilized in the furtherance of University’s educational and research purpose, mission, goals, and strategic plan;

WHEREAS, Crown Bio is a preclinical contract research company, whose mission is to provide the "gold-standard" collection of well-characterized models and services for drug discovery, with expertise in the oncology and metabolic diseases;

WHEREAS, it is a collective goal of the Parties to enhance and support biomedical research;

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation or individual;"

WHEREAS, the Agreement will achieve University’s educational and research purposes of enhancing and support of biomedical research that is aimed at promoting human health and animal welfare through, including, but not limited to, the renovation and modernization of research facilities, as well as contribute an extensive research program aimed at the prevention and cure of diabetes using a non-human primate model.

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WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the public benefit to the State of Louisiana resulting from this initiative is projected to exceed the value of the obligations University has undertaken herein such that this Agreement has a public purpose and is in the public interest of the State of Louisiana and its citizens.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
STATEMENT OF PUBLIC PURPOSE

Section 1.1. Public Purpose. In accordance with Article 7, Section 14 of the Constitution of the State of Louisiana, the Parties enter into this Agreement for the public purpose of renovating and modernizing certain research facilities at NIRC, as well as creating a relationship which will expand the research opportunities of NIRC. It is the Goal of the Parties to partner in research projects wherein NIRC will benefit in sharing resources in laboratory testing and care of non-human primates, to serve the State and its citizens in providing state of the art research facilities.

Section 1.2. The Parties agree that this public purpose will be accomplished by utilizing the Facilities and the combined expertise and resources of the Parties in non-human primate research.

ARTICLE II
FACILITIES

Section 2.1. The Facilities. University owns and operates NIRC, which is the nation’s largest non-human primate research center, involved in the conduct of biomedical research aimed at promoting human health and animal welfare. Among the numerous facilities located on the campus of NIRC is Building 28, which was constructed for research purposes ("Facilities"). The Facilities are more particularly depicted on the attached Exhibit A. The Facilities are currently in a state of disrepair and are not in use by University for any purpose.

ARTICLE III
OBLIGATIONS

Section 3.1. University Obligations:

(a) Provide the Facilities for use by Crown Bio for non-human primate research.

(b) Provide transitional office space, animal housing space for up to two hundred (200) animals, one (1) clinical testing room and two (2) anterooms, and four (4) workrooms directly adjacent to dedicated temporary space, shared laboratory space for test article preparation in Building 34 by Crown Bio’s investigators, and shared laboratory space for
specimen processing by Crown Bio’s staff to support Crown Bio’s research program during the renovations of the Facilities.

(c) Obtain any University approvals for construction, renovation, and/or other capital expenditure projects in furtherance of this Agreement. Such construction, as agreed, shall be reduced to writing and made Amendments hereto; and

(d) Provide necessary support service for an agreed upon amount payable to the University, including, but not limited to, laboratory services covered under per diems as part of annual health assessment only, animal care, and veterinary services for management of the non-human primate colony (designated as Crown Bio’s by a unique identifier);

(e) Provide all maintenance of the Facilities, except for any repairs necessary due to the negligence of Crown Bio, its employees, agents or invitees.

(f) Provide security services as generally provided by University police on site at NIRC.

(g) Provide regulatory compliance with federal agencies (USDA, OLAW) regarding animal maintenance, care, institutional animal use and care oversight by the University IACUC.

Section 3.2. Crown Bio Obligations:

(a) Renovations Costs. Crown Bio agrees to renovate the Facilities at its costs and according to plans and specifications approved by the University as well as the attached Exhibit B, starting no later than three (3) months from the Effective Date. Amounts payable hereunder shall be timely paid by Crown Bio directly to the person or persons to whom such amounts shall be due. Completion of renovations and occupancy by Crown Bio personnel and animals shall be no later than twenty-one (21) months from the Effective Date. Crown Bio is responsible for performing renovation in compliance with State, University, and University of Louisiana System policies for renovation, design standards, compliance with all federal, State, and local laws, regulations, and ordinances, environmental compliance, insurance requirements, indemnification, etc.

(b) Pay the fees detailed in Article VI to University as agreed by the Parties in a timely manner;

(c) Crown Bio will use University as its preferred provider for any outsourced services to be utilized related to the Facilities and research needs. These outsourced services will be defined in subcontracts, protocols and/or research specific agreements including compensation for said services;

(d) Exercise operational and financial responsibility for the research conducted by Crown Bio;

(e) Crown Bio will provide and maintain any and all of Crown Bio’s equipment necessary for Crown Bio’s research and operations, unless specifically provided otherwise under this Agreement, as well as repair or replace such equipment at Crown Bio’s sole cost;

(f) Keep and maintain adequate insurance covering its activities related to their presence at the Facilities, as well as the requirement outlined in Exhibit C as required by State law and
maintain such policies of insurance as are customary for a company of similar size and scope of the operations as Crown Bio with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to Crown Bio;

(g) Comply with NIRC security measures, including background checks for all employees on site, as well as standard operating procedures pertaining to Crown Bio’s activities and research, and rules pertaining to confidentiality;

(h) Comply with University rules governing animal research including proper IACUC, Biosafety, and chemical safety approvals prior to initiating research on animals.

Section 3.3. Additional Obligations:

(a) To facilitate clear lines of responsibilities, non-human primates assigned to the Crown Bio research pool will be assigned a unique inventory identifier such as 8888. While NHPs are assigned to this dedicated inventory, responsibilities for reporting animal health issues to external partners, assignment and use for research programs, test article exposures and reporting of adverse effect to the University IACUC and external partners will be the sole responsibility of Crown Bio. Research related activities. Research related activities, raw data and all applicable records conducted under 8888 assigned NHPs will be Crown Bio’s proprietary and confidential information.

(b) As some NHPs will continue to be owned by NIRC but temporarily assigned to Crown Bio dedicated inventory and/or will be shared ownership under contract of in the Crown Bio inventory, the possibility of transfer to NIRC research programs as requested by external partner(s) maintaining exclusivity of use by contract is possible. Upon this transfer for conduct of other research, the NHPs will be transferred to a NIRC dedicated program identifier such as 8741-7. Reporting of animal health issues to external partners, assignment and use for research programs, test article exposures, and reporting of adverse effect to the University IACUC and external partners will be the sole responsibility of NIRC. Research related activities, raw data and all applicable records conducted under 8741-7 will be NIRC’s proprietary and confidential information.

ARTICLE IV
SECURITY

Section 4.1. Employee Health and Safety Requirements.

(a) Medical Requirements. All Crown Bio employees having potential to come in contact with any research subject must provide University with proof of the following:

1. The Mantoux Test (Tuberculin Skin Test) test done semi-annually (every six months) with verification of a negative result. Documentation considered acceptable as a “negative result” consists of the date the test was read and the results of the test in mm of induration. General statements regarding clearance or incomplete results are not considered acceptable. For personnel who have previously had a positive skin reaction or have received the BCG vaccine, a
negative chest radiograph every 12 months demonstrating no evidence of tuberculosis will be acceptable.

2. Measles immunization consisting of a 2 vaccination series or a positive Measles Titer.

(b) Background Requirements. All Crown Bio employees having potential to come in contact with any research subject must submit to the University Enhanced Security Clearance, as follows:

1. An Enhanced Security Clearance screening, as described below, will be performed prior to an individual’s initial participation in the Services. This screening will be classified as a “Security Clearance,” and will be granted only to those individuals whom have undergone the appropriate enhanced security screening. Maintaining a satisfactory Security Clearance is necessary for unrestricted access to Crown Bio’s dedicated research and housing space.

2. The screening of technicians must be conducted through Information Network Associates (“INA”) www.ina-inc.com. Crown Bio will contact INA directly or the University Police Department to request the “UL-NIRC Enhanced Security Clearance screening” be performed. The result of the enhanced security clearance is to be submitted prior to an individual’s initial participation in the imaging procedures.

3. A successful enhanced security check shall be considered a condition of the Agreement. Any existing and/or new technicians failing to satisfactorily pass the enhanced security check will be restricted from access to the NIRC site unless an individual review with NIRC authorities deems the concern acceptable. Crown Bio shall make a best effort to assign technicians reasonably believed to be able to meet the enhanced security check requirements.

Section 4.2. Other University rules. Crown Bio agrees that all persons working for or on behalf of Crown Bio whose duties bring them upon NIRC and all other University premises shall obey all University rules, policies, police security measures, and vehicle regulations that are established by University and shall comply with the reasonable directives of University representatives and University Police.

Section 4.3. Prevention. Crown Bio shall at all times be responsible for the acts of its agents, employees and contractors. Accordingly, Crown Bio agrees to take all necessary measures to prevent injury and loss to persons or property located at NIRC.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.1. University Representations and Warranties.
As a material inducement to Crown Bio to enter into this Agreement, without which they would not have entered into this Agreement, University makes the following representations:

(a) **Organization and Standing.** University is a public constitutional corporation organized under the laws of Louisiana. University is validly existing and in good standing under the laws of Louisiana.

(b) University is granted authority, pursuant to the Louisiana Constitution of 1974, Article VII, Section 14(C), (the “Act”) to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements which may require the use of state funds, personnel or other resources, provided legal guidelines are met and that the public entity has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds. This Agreement is entered into pursuant to the Act, and with the expectation and belief that the Economic Benefit will exceed the applicable obligations of University.

(c) **Validity.** All actions of University necessary for the execution, delivery, and performance of this Agreement and the performance of the contemplated transactions and requiring board approvals have been or will be taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and all other documents executed in connection herewith by University and the consummation of the contemplated transactions will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of University and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the governing documents of University, nor will it have a material adverse effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which University is a party or by which University is bound.

(d) This Agreement has been duly authorized, executed and delivered by University and constitutes a legal, valid and binding obligation of University, enforceable in accordance with its terms.

(e) The execution of this Agreement and any other documents required by this Agreement, and the performance by University of its obligations hereunder are within the powers of University and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to University or any agreements of University with any of its creditors.

(f) At the time of execution of this Agreement, University is in full compliance with all currently applicable terms and conditions of this Agreement, and no event that would constitute a Default hereunder has occurred or is continuing, and no event, act or omission has occurred or is continuing which with the lapse of time or the giving of notice would constitute a Default.

(g) Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge threatened, against University before any
court, arbitrator, or administrative or governmental body which could reasonably be expected to result in a material adverse change in University's financial condition or operations, or in University's ability to comply with its obligations hereunder or to participate in the transactions contemplated hereby.

(h) To the best of University's knowledge following reasonable inquiry, this Agreement contains no untrue or misleading statement of any material fact. There is no material fact or circumstance known to University that adversely affects or, so far as University can now reasonably foresee, will adversely affect the condition of University or its ability to perform its obligations hereunder, that University has not disclosed in writing to Crown Bio. All representations made herein by University are true and accurate and remain in full force and effect.

(i) The obligations of University under this Agreement are made for the public purpose of generating the Economic Benefit and are part of a bargained for exchange with Crown Bio.


As a material inducement to University to enter into this Agreement, without which it would not have entered into this Agreement, Crown Bio makes the following representations:

(a) Crown Bio is a duly and legally organized North Carolina corporation, in good standing and authorized to do business in the State of Louisiana, with all powers and governmental licenses, authorization, qualifications, consents and approvals required to carry on its business in the State as now conducted, and will acquire and possess all such required authority to carry on the business contemplated in this Agreement. A certificate from the Louisiana Secretary of State showing that Crown Bio is authorized to do business in the State is attached hereto as Exhibit D.

(b) A duly executed resolution or other evidence of the authority of Crown Bio to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement on behalf of Crown Bio, certified by the secretary or other authorized representative of Crown Bio, is attached hereto as Exhibit E.

(c) Crown Bio has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the individual signing this Agreement has the authority to execute this Agreement as the authorized representative of Crown Bio, and to bind Crown Bio to all of the terms of this Agreement.

(d) This Agreement has been duly authorized, executed and delivered by Crown Bio and constitutes a legal, valid and binding obligation of Crown Bio, enforceable in accordance with its terms.

(e) Crown Bio has taken or will take all necessary and proper action to authorize the execution, issuance and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.
(f) The execution of this Agreement and any other documents required by this Agreement, and the performance by Crown Bio of its obligations hereunder are within the powers of Crown Bio and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to Crown Bio or any agreements of Crown Bio with any of its creditors.

(g) At the time of execution of this Agreement, Crown Bio is in full compliance with all currently applicable terms and conditions of this Agreement, and no event that would constitute a Default hereunder has occurred or is continuing, and no event, act or omission has occurred or is continuing which with the lapse of time or the giving of notice would constitute a Default.

(h) Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge threatened, against Crown Bio before any court, arbitrator, or administrative or governmental body which could reasonably be expected to result in a material adverse change in Crown Bio's financial condition or operations, or in Crown Bio's ability to comply with its obligations hereunder or to participate in the transactions contemplated hereby.

(i) To the best of Crown Bio's knowledge following reasonable inquiry, this Agreement contains no untrue or misleading statement of any material fact. There is no material fact or circumstance known to Crown Bio that adversely affects or, so far as Crown Bio can now reasonably foresee, will adversely affect the condition of Crown Bio or its ability to perform its obligations hereunder, that Crown Bio has not disclosed in writing to University. All representations made herein by Crown Bio are true and accurate and remain in full force and effect.

ARTICLE VI
FEES

Section 6.1. Right of Use Fees.

In consideration of Crown Bio's right to use the Facilities, Crown Bio agrees to pay University the following amounts on a monthly basis (the "Right of Use Fees"):

(a) Commencing on the Effective Date and continuing for one (1) year ("Year 1"), Crown Bio shall pay $54,162.00 per month;

(b) Commencing on the first anniversary of the Effective Date and continuing for one (1) year ("Year 2"), Crown Bio shall pay $57,348.00 per month;

(c) Commencing on the second anniversary of the Effective Date and continuing for one (1) year ("Year 3"), Crown Bio shall pay $60,534.00 per month;

(d) Commencing on the third anniversary of the Effective Date and continuing for one (1) year ("Year 4"), Crown Bio shall pay $63,720.00 per month;
(e) For each subsequent year of Agreement (for purposes of this subsection each subsequent year shall be deemed as commencing on the anniversary of the Effective Date and continuing for one (1) year) Crown Bio’s monthly payment for the right to use the Facilities shall be increased by three (3%) percent of the rental rate from the immediately preceding year.

(f) Crown Bio’s monthly payments for the right to use the Facilities shall be due on the Effective Date and on each monthly anniversary of the Effective Date during the term of this Agreement unless otherwise agreed to in writing by the Parties.

Section 6.2. Per Diem Fees for Animals.

Crown Bio agrees to pay University a per diem rate for the care of their primates (currently at $6.18 per animal per day, with an anticipated three percent (3%) annual increase), plus F&A costs (currently forty-eight percent (48%)).

Section 6.3. Service Fees.

Crown Bio agrees to pay University regular fees for services such as laboratory analyses or specialized research animal evaluations and procedures performed by NIRC personnel. The costs for these analyses may vary over time but will be agreed prior to performance of said services.

ARTICLE VII
ASSIGNMENT AND TRANSFER

Crown Bio shall not assign this Agreement, or transfer ownership of or controlling interest in Crown Bio or substantially all of its assets, without the prior written consent of University, which consent shall not be unreasonably withheld and shall be based on ensuring a successor of equivalent financial stability and staffing capability so as to secure the intended Economic Benefit. Prior to any such assignment or transfer, Crown Bio shall provide University with the assignment or transfer document, which shall include provisions maintaining the liability of Crown Bio under this Agreement and shall be in a form and substance satisfactory to University. However, Crown Bio may make such an assignment or transfer to an Affiliate, without the prior written consent of University, provided that no such assignment or transfer shall constitute a release Crown Bio from its obligations hereunder without the written consent of University.

ARTICLE VIII
TERM

The term of this Agreement shall extend from the Effective Date for a period of ten (10) years, with an option to extend for an additional term upon renegotiation of terms and conditions. This Agreement shall remain in effect thereafter to the extent necessary to enforce any obligations owed by Crown Bio to University.
ARTICLE IX
TERMINATION

Section 9.1. Termination without Cause.

Crown Bio may terminate this Agreement without cause by giving University six months’ written notice. In the event that Crown Bio terminates this Agreement under this provision, University shall be entitled to the use of all renovated space in Building 28, as well as payment of all fees due through the final date of termination.

Section 9.2. Termination for Default.

Either Party may terminate this Agreement for cause based upon the failure of the other Party to comply with the terms and/or conditions of the Agreement; provided that the Party desiring to terminate under this provision shall give the other Party written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Party receiving notice has not either corrected such failure or, in the case of failure 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 notifying Party may, at its option, place other Party in default and the Agreement shall terminate on the date specified in such notice. University shall be entitled to payment or reimbursement for all work performance and approved expenses incurred by University prior to the termination of this Agreement.

Section 9.3. Default.

Subject to Force Majeure as provided in Section 8.5, the occurrence of any of the following actions during the term of this Agreement shall constitute a Default by Crown Bio:

(a) Failure to comply with timely payment of all financial obligations as required in Article VI;

(b) Failure to initiate renovations within three (3) months of the Effective Date as required by Article 4.2(a);

(c) Failure to complete renovations within twenty-one (21) months from the Effective Date as required by Article 3.2(a);

(d) Assignment or transfer not complying with Article VII;

(e) Material failure to comply with monitoring, reporting or audit obligations as required by Article IX; or

(f) Commencement of a bankruptcy (liquidation or reorganization) or dissolution proceeding by or against Crown Bio; or

(g) Failure to comply with security obligations in Article IV.

Section 9.4. Delay or Omission.
No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

Section 9.5. Force Majeure.

(a) Upon occurrence of an event of Force Majeure: act of God, war, act of terrorism, civil commotion, abnormally adverse weather, governmental action, fire, storm, flood, explosion, strike, other industrial disturbance, or any other cause beyond its reasonable control, a Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to University within thirty (30) days of such occurrence. Time being of the essence, the Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within thirty (30) days of the occurrence.

(b) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied or repaired, or otherwise no longer prevent performance of the Party’s obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, except any Crown Bio obligation to pay reimbursements arising prior to the event of Force Majeure and relevant contract year shall be extended to the extent of such suspension.

(c) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure, and within sixty (60) days of the occurrence of the event of Force Majeure shall provide the other Party with a report showing the efforts made and to be made to remedy or mitigate the effects, and a timetable to return to full performance.

Section 9.6. Liquidated Damages.

The Parties agree that a violation of Section 9.3(c) of this Agreement will cause University substantial damages, which are extremely difficult and impractical to ascertain or compute at the outset of this Agreement. In lieu of actual damages, the Parties hereto, desiring to stipulate a measure of damages reasonably proportionate to the amount of actual damages that would be sustained by University, Crown Bio agrees that, as liquidated damages and not as a penalty, it shall pay to University a sum equal to Crown Bio’s per diem costs under Section 6.2 of this Agreement. This liquidated damages amount shall be in addition to the amounts owed under Section 6.2. This liquidated damages provision shall in no way limit any other rights, which the University may have in the event of Crown Bio’s violation of section 9.3(c), including, but not limited to, University’s right to terminate this Agreement.

ARTICLE X
MONITORING; REPORTS; AUDIT

Section 10.1. Contract Monitoring.
(a) University will designate one or more persons to act as Contract Monitor for the Project, to act as University’s representative and liaison between University and Crown Bio, and to monitor compliance with the obligations of this Agreement.

University’s Contract Monitor:

Director, New Iberia Research Center
University of Louisiana at Lafayette
4401 W Admiral Doyle Drive
New Iberia, LA 70560
Tel. 337 482 0225
Fax. 337 373 0057
Fji.v5939@louisiana.edu

(b) Crown Bio will designate one or more persons to act as Contract Monitor for the Project, to act as Crown Bio’s representative and liaison between University and Crown Bio, and to monitor compliance with the obligations of this Agreement.

Crown Bio’s Contract Monitor:

Keefe Chng
150 N Research Campus Drive
Kannapolis, NC 28081
Mobile: +1-704-425-7101
Office: +1-704-250-2680
keefechng@crownbio.com

Other Documentation. During the term of this Agreement Crown Bio shall provide to the Contract Monitor any other requested documentation which may be reasonably required to monitor and confirm compliance with Crown Bio’s obligations pursuant to this Agreement.

Section 10.2. Audit.

Crown Bio shall make its books and records (and those of Affiliates, as applicable) relating to and documenting compliance with Crown Bio’s obligations under this Agreement available to University for audit upon request, and to the Louisiana Legislative Auditor as may be required by law. To the extent permitted by law, all information provided shall be treated as confidential and privileged information, and if permitted by law such information shall not be disclosed to third parties without Crown Bio’s consent.

Section 10.3. Confidential Proprietary or Trade Secret Information.

The parties will(have) enter(ed) into a Mutual Non-Disclosure Agreement regarding Confidential Information, attached hereto as Exhibit F.
ARTICLE XI
LIABILITY

Section 11.1. No Personal Liability.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any Party hereto in his individual capacity, and neither the officers of any Party hereto nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 11.2. Indemnification.

Crown Bio hereby agrees to defend, indemnify, and hold harmless the State of Louisiana, the Board of Supervisors for the University of Louisiana System, the University, their respective representatives, including but not limited to, officers, directors, agents and employees (collectively referred to as the “Indemnified Parties”) from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including reasonable attorneys’ fees and disbursements) arising out of or relating to personal injury or death to any individual or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Crown Bio, its agents, servants, employees and contractors or any and all costs, expenses and/or attorneys’ fees incurred by the Indemnified Parties as a result of any claims, demands, and/or causes of action relating to Crown Bio’s activities under this Agreement, except for those claims, demands, and/or causes of action arising out of the negligence or willful misconduct of University, its officers, agents, servants, representatives, and/or employees, including volunteers. The University reserves its right to select its own attorney, in which case Crown Bio’s obligation to defend shall include all costs (including reasonable attorneys’ fees and court costs) related to said defense.

No Consequential Damages. IN NO EVENT WILL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY DIRECT, INDIRECT, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES OTHER THAN THOSE PAYABLE TO THIRD PARTIES FOR WHICH, AND TO THE EXTENT, LIABILITY IS ALLOCATED BETWEEN THE PARTIES BY JUDICIAL OR BINDING ARBITRAL AWARD, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF POTENTIAL INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 11.3. Tax Liability.

Crown Bio agrees that the responsibility for the payment of any taxes due based on Crown Bio’s actions related to the Facilities shall be Crown Bio’s obligation, identified under its Federal Tax Identification Number which has been provided to University.
ARTICLE XII
ENTIRE AGREEMENT

Any prior offers or agreements between the Parties relating to the Facilities are superseded by this Agreement and shall cease to be in effect upon the Effective Date. This Agreement and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Legal Representation of the Parties.

This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereto.

Section 13.2. Expenses.

Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution, and performance of this Agreement, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 13.3. Public Announcements.

Any public announcement, press release, or similar publicity with respect to this Agreement will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

Section 13.4. Discrimination Clause.


Crown Bio agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Crown Bio, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
Section 13.5. Crown Bio Not Intended to be Public Body.

Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in Crown Bio being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity, or otherwise subject to public inspection laws of the State and/or public audit or other disclosure procedures generally applicable to public bodies in the State.

Section 13.6. Further Acts and Assurances.

Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of another Party, take any and all steps reasonably necessary to consummate the Agreement, and will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to consummate the Agreement.

Section 13.7. Captions.

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 13.8. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement.

Section 13.9. Choice of Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 13.10. Jurisdiction and Venue.

The 15th Judicial District Court in the Parish of Lafayette, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 13.11. Notices.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; or (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery. All such communications shall be delivered to, University’s Contract Monitor, Crown Bio’s Contract Monitor (or their successor) at the address set forth in Article 10, or to such other address as may be designated by such Party in written notice to the other Party.

To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 13.13. Amendment.

This Agreement may be amended only upon the written consent and approval of all Parties.
IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed in two originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

**WITNESSES:**

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**CROWN BIOSCIENCE NORTH CAROLINA INC.**

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**UNIVERSITY OF LOUISIANA AT LAFAYETTE**

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<th>By:</th>
<th>Dr. E. Joseph Savoie, President</th>
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Exhibit A to Cooperative Endeavor Agreement between University and Crown Bio

NIRC Map
Exhibit B to Cooperative Endeavor Agreement between University and Crown Bio

The renovation of the Facilities will include a combination of existing facility and equipment as well as a list of renovations/improvements needed for Building 28 at the New Iberia Research Center to be conducted.

I. EXISTING EQUIPMENT:

A. HVAC

   i. Ruud 2.5-ton package unit
   ii. Ruud 7.5-ton package unit
   iii. American Standard 17.5-ton package unit
   iv. American Standard 17.5-ton package unit
   v. American Standard 17.5-ton package unit
   vi. American Standard 25-ton package unit
   vii. Material Lift
   viii. P-Flow 1000# capacity open-air carriage

II. REQUIRED RENOVATIONS/IMPROVEMENTS

A. INSTALLATION:

   i. Electrical Requirements
      1. 800 Amp Service Entrance – Requires safety disconnect switch or service rated ATS (automatic transfer switch)
      2. Distribution Panel – Required to be updated to NEC, remove unused portions.
      3. Generator and ATS – Requires commercial/industrial stand-by emergency power unit and ATS, sufficient for full building load (150kW or larger)
      4. Equipment Specific Power – As needed per equipment installation

   ii. Data/Communication
      1. Network Switch – Ordered through campus due to system restrictions
      2. CAT6 Cable – Run to end user locations

   iii. Security Requirements
      1. Siemens SiPASS card reader building access with electronic strike for all building access doors.
      2. Animal area ingress doors must be rekeyed, include SFIC locksets, and proprietary keyways.
      3. Building egress doors must be rekeyed and include SFIC locksets.

   iv. HVAC Requirements;
      1. Trane 7.5-ton package unit with high heat for room 120
      2. Trane 7.5-ton package unit for room 3
      3. Trane 7.5-ton package unit with high heat for room 108
      4. Trane 4-ton split unit for room 206/208
v. Freight Elevator
   1. Carriage capacity 2500#, or greater
   2. Carriage dimensions 5'4" x 7'0", or greater
   3. Constructed on building exterior
   4. Access to 1st and 2nd floor cut through exterior wall
   5. Enclosed for weather protection

B. SURFACE FINISH:

i. Exterior
   1. Wall color shall match existing buildings, or alternate color subject to approval.
   2. Wall type shall be Sherwin-Williams SuperPaint

ii. Interior
   1. Wall/ceiling color shall match existing buildings, or alternate color subject to approval.
   2. Wall/ceiling type shall be Sherwin-Williams 2-part Waterbased Catalyzed Epoxy

iii. Floor
   1. Color shall match existing buildings, or alternate color subject to approval.
   2. Type shall be 2-part industrial epoxy or VCT
Exhibit C to Cooperative Endeavor Agreement between University and Crown Bio

INSURANCE REQUIREMENTS FOR CROWN BIO

Crown Bio shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Crown Bio’s operation and use of the leased premises. The cost of such insurance shall be borne by Crown Bio.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If Crown Bio is conducting operations or events that will involve the serving of alcohol on University’s property, then a liquor liability endorsement ($1,000,000.00 minimum) will be required prior to the execution of those operations or events.

3. (Business) Automobile Liability

If a registered motor vehicle will be used in the execution of this lease (i.e. – within the course and scope and as part of the event for which University’s premises are under lease, does NOT apply for the delivery and pickup of materials), then Crown Bio shall provide Automobile Liability Insurance (Business Automobile Liability if Crown Bio is a commercial entity), including coverage for any auto (owned, rented, hired and non-owned autos) with a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles (any auto).

B. DEDUCTIBLES AND SELF INSURED RETentions

Any deductibles or self-insured retentions must be declared to and accepted by University. Crown Bio shall be responsible for all deductibles and self-insured retentions.
C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage, Automobile Liability (if applicable)
   a. University, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by Crown Bio. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to University.
   b. Crown Bio’s insurance shall be primary as respects University, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Crown Bio’s insurance.
   c. Crown Bio’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees and volunteers for losses arising from or in connection with Crown Bio’s operation and use of the leased premises.

3. All Coverages
   a. Coverage shall not be canceled, suspended, or voided by either party (Crown Bio or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Crown Bio’s policy.
   b. The insurance companies issuing the policies shall have no recourse against University for payment of premiums or for assessments under any form of the policies.
   c. Any failure of Crown Bio to comply with reporting provisions of the policy shall not affect coverage provided to University, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS
All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, Crown Bio shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Crown Bio shall furnish University with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by University before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Crown Bio shall submit the declarations page and the cancellation provision endorsement for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of Crown Bio to furnish, deliver and maintain such insurance as above provided, this contract, at the election of University, may be suspended, discontinued or terminated. Failure of Crown Bio to purchase and/or maintain any required insurance shall not relieve Crown Bio from any liability or indemnification under the contract.

F. SUB-LEASES, CONTRACTORS, SUB-CONTRACTORS, AND VENDORS

If sub-leases are acceptable to University, Crown Bio shall be responsible for verifying and maintaining the Certificates provided by each sub-lessee. Sub-lessees shall be subject to all of the requirements stated herein. University reserves the right to request copies of sublessees’ Certificates at any time.

If Crown Bio choose to utilize the services of contractors, sub-contractors, vendors, and/or any other entity in the execution of this Agreement, then those entities are responsible for meeting the terms of this section with their own insurance coverages. Alternatively, Crown Bio can provide evidence that these entities are covered under its (Crown Bio’s) insurance.

G. WORKERS COMPENSATION INDEMNITY

In the event Crown Bio is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Crown Bio, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Crown Bio, its owners, agents and employees. The parties further agree that Crown Bio is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Crown Bio hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and
employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Crown Bio agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, 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 Crown Bio, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Crown Bio as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Crown Bio agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.
MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement"), effective October 7, 2016 ("Effective Date"), is made and entered into by and between The Board of Supervisors for the University of Louisiana System, on behalf of the University of Louisiana at Lafayette, a public institution of higher education organized and existing under the laws of the State of Louisiana ("University"), with an address of 104 E. University Circle, Lafayette, Louisiana 70503; and Crown Bioscience North Carolina Inc., ("Crown Bio") for the purpose of assuring the protection and preservation of the confidential and/or proprietary nature of information to be made available by each party to the other in connection with discussions or negotiations between the parties regarding a proposed business relationship relating to a Cooperative Endeavor Agreement (a "Business Relationship") regarding a space located at Building 28 of the New Iberia Research Center, University of Louisiana at Lafayette. The parties hereby agree as follows:

1. Confidential Information. Subject to the limitations set forth in Section 2, all information disclosed by one party to the other party, whether in oral, written, graphic, electronic or other form, shall be deemed to be "Confidential Information" of the disclosing party (the "Disclosing Party"). In particular, Confidential Information may include, without limitation, trade secrets, financial information, corporate structure, any pricing information and costs, business plans, business methods, budgets, licensing, collaboration and development arrangements, buying habits and practices, contact and mailing lists and databases, vendors, customers and clients, and potential business opportunities, know-how, inventions, ideas, discoveries, developments, designs, techniques, tangible and intangible information, chemical compounds, building blocks, chemical libraries, reaction protocols for chemical libraries, chemical structures, chemical design and model relationship data, chemical databases, assays, samples, media and other biological materials, procedures and formulations for producing any such materials, products, processes, drawings, improvements, formulas, equations, methods, developmental or experimental work, research or clinical data, instruments, devices, computer software and hardware, and information regarding research, development, current and proposed products and services, marketing and selling.

2. Exceptions. Confidential Information of a Disclosing Party shall not include information that the other party (the "Receiving Party") can demonstrate by competent written proof: (a) is now, or hereafter becomes, through no breach of this Agreement by the Receiving Party, generally known or available; (b) is known by the Receiving Party at the time of receiving such information, as evidenced by its pre-existing written records; (c) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is hereafter independently developed by the Receiving Party without reference to or reliance upon Confidential Information and without any breach of this Agreement.

3. Non-Disclosure and Non-Use Obligations.

(a) The Receiving Party shall maintain all Confidential Information in trust and confidence and shall not disclose any Confidential Information to any third party. The Receiving Party may use Confidential Information solely for the purpose of evaluating and pursuing a Business Relationship, and for any purpose as may be permitted under the ultimate cooperative endeavor, and for no other purpose. The Receiving Party shall not use Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations,
including, without limitation, any applicable export control laws. The Receiving Party shall only permit access to Confidential Information to those of the Receiving Party’s directors, officers, employees and other authorized representatives (collectively, “Representatives”) who have a need to know such information in order to accomplish the purposes of this Agreement and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as stringent as those contained herein. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure of any Confidential Information.

(b) The Parties agree that any violation of this Agreement will cause University substantial damages, which are extremely difficult and impractical to ascertain or compute at the outset of this Agreement. In lieu of actual damages, the Parties hereto, desiring to stipulate a measure of damages reasonably proportionate to the amount of actual damages that would be sustained by University, Crown Bio agrees that, as liquidated damages and not as a penalty, it shall pay to University $100,000.00 per occurrence for breach of this Agreement. This liquidated damages provision shall in no way limit University’s right to specific performance under this Agreement.

4. **Authorized Disclosure.** Notwithstanding the provisions of Section 3, the Receiving Party may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body having jurisdiction, or is otherwise required by law or regulation, provided that the Receiving Party shall give reasonable prior verbal or written notice to the Disclosing Party of such required disclosure and, at the Disclosing Party’s request and expense, shall cooperate with the Disclosing Party’s efforts to contest such requirement, to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law or regulation required, or to obtain other confidential treatment of such Confidential Information.

5. **Copies.** Confidential Information shall not be reproduced by the Receiving Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by the Receiving Party of any Confidential Information of the Disclosing Party shall be and remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. All Confidential Information (including all copies thereof) shall at all times remain the property of the Disclosing Party. Upon termination or expiration of this Agreement, or at the Disclosing Party’s earlier request, the Receiving Party shall return to the Disclosing Party or destroy (and certify in writing the destruction of) all Confidential Information (including all copies thereof) in the Receiving Party’s possession; provided, however, that the Receiving Party may retain a single copy of the Confidential Information in the Receiving Party’s legal archives for the sole purpose of monitoring compliance with its continuing obligations hereunder. If there are any samples, materials, or data of the Disclosing Party in the possession of the Receiving Party, the Disclosing Party should instruct the Receiving Party on how to return or dispose of such samples, materials, or data within two (2) weeks after the expiration of the Business Relationship; if no such instruction is received by the Receiving Party, then the Receiving Party may dispose of such samples, materials, or data at its own discretion.
6. **No License.** The Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting, expressly or by implication, to the Receiving Party any right or license to any inventions, patent rights, copyrights, trademarks or other intellectual property rights of the Disclosing Party. Nothing in this Agreement grants the Receiving Party the right to retain, distribute or commercialize any Confidential Information, or to use it in any manner other than as expressly permitted by Section 3. Nothing in this Agreement shall impose any obligation upon either party to negotiate or consummate a Business Relationship or any other transaction with the other party, to continue discussions with the other party, or to prevent either party from pursuing similar discussions, negotiations and business relationships with third parties.

7. **No Warranties.** The Confidential Information is provided “as is.” THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Without limiting the generality of the foregoing, the Disclosing Party makes no warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party shall have no liability to the Receiving Party or any of its Representatives resulting from the Receiving Party’s or its Representatives’ use of Confidential Information, and the Receiving Party shall indemnify the Disclosing Party and hold the Disclosing Party harmless from and against all liabilities and losses arising out of the Receiving Party’s or its Representatives’ use of Confidential Information.

8. **Term.** The term of this Agreement will begin on the Effective Date and last infinitely. The provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of this Agreement, including the parties’ respective rights and obligations thereunder, shall survive expiration or any termination of this Agreement and continue for a period of twenty (20) years from the date of such expiration or termination.

9. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect to such subject matter. This Agreement may not be amended except by a writing signed by both parties hereto.

10. **Non-Waiver.** The waiver from time to time by a party of any of its rights or its failure to exercise any right or remedy shall not operate or be construed as a continuing waiver of same or of any other of such party’s rights or remedies provided in this Agreement. No waiver by a party of a particular provision, right or remedy shall be effective unless in writing and signed by such party.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, USA, without regard to its conflicts of laws principles.

12. **Injunctive Relief.** Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by such party, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information of the other party without the prior express written consent of the other party, the other party would suffer an irreparable injury such that no remedy at law would adequately protect or appropriately compensate the other party for such injury. Accordingly, each party agrees that the other party shall have the right to enforce this
Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the other party may have for a breach of this Agreement.

13. **Severability.** If any provision of this Agreement is found by a court or other governmental authority of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

14. **Successors and Assigns.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, unless such assignment is made to an Affiliate of the Party.

15. **Notice.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be delivered by personal delivery, by any method of mail (postage prepaid) requiring return receipt, by overnight courier, or by facsimile, to the party to be notified at its address given on the signature page of this Agreement, or at any address such party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (a) the date of actual receipt; (b) if mailed, three (3) days after the date of postmark; (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries; or (d) if delivered by facsimile, receipt of automatically-generated confirmation of facsimile transmission.

16. **Interpretation.** The headings preceding the text of the sections of this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction. This Agreement has been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the parties regarding this Agreement shall be in the English language.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the parties have, by duly authorized persons, executed this Agreement on the dates identified below.

<table>
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<tr>
<th>CROWN BIOSCIENCE NORTH CAROLINA INC.</th>
<th>THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, ON BEHALF OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE</th>
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BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 27, 2016

Item G.7. Louisiana Tech University’s request to update and amend approval of the Facilities Lease with the Louisiana Tech University Foundation, Inc. for the property described as the Press Box and Sky Box at Joe Aillet Stadium.

EXECUTIVE SUMMARY

Louisiana Tech University established the Quest for Excellence capital campaign to raise funds to enhance University athletic facilities. Donations have been made to the Louisiana Tech University Foundation, Inc. to convert the Sky Box at Joe Aillet Stadium to suites and to improve and expand the Press Box facility.

At the April 28, 2016 meeting of the Board of Supervisors, authority was granted to proceed with a ground lease with the Louisiana Tech University Foundation to make improvements estimated at $11,500,000. However, there has been an increase in construction costs to reflect the addition of improvements to concourse level restrooms, additional data-communications infrastructure, and actual component cost as the design-build team progressed from a conceptual design to construction documents. Specific component costs increases in structural steel, fire-proofing, insulation and the foundation alone increased the estimate over $1,862,000. The final cost to the Louisiana Tech University Foundation related to the ground lease will be $16,771,436. The lease will terminate on December 31, 2017 or at such time as a donation of improvements is executed.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to update and amend approval of the Facilities Lease with the Louisiana Tech University Foundation, Inc. for the property described as the Press Box and Sky Box at Joe Aillet Stadium.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff and legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.
BE IT FURTHER RESOLVED, that the President of Louisiana Tech University and his or her designee are authorized to execute the lease and all documents necessary to accept the improvements completed by the Louisiana Tech University Foundation.

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The Joe Aillet Stadium Press Box was occupied in 1969 and has had little or no modernization. The space does not meet accessibility standards, nor does it meet functional requirements of the media and game production. In 1985 an addition named the Sky Box was constructed by alumni above the press box to provide enhanced game day seating options and space for events. Although newer, the Sky Box does not meet current code or expectations of patrons subscribing to this level of seating.

Louisiana Tech University Foundation, with funding from benefactors of the University, entered into a contract with a team to begin the process of a design-build project to expand the press box and transform the Sky Box into up-graded suites and working space conducive to modern press and game day activities. Other repairs, improvements and pedestrian circulation is included in the project. At the April 28, 2016 meeting of the Board of Supervisors, authority was granted to proceed with a ground-lease with the Louisiana Tech University Foundation to make improvements estimated at $11,500,000 contingent upon approval of Board Staff and legal counsel.

In July the design-build team presented plans, and schematics with a proposed project cost of $16,771,436 with the construction component of $14,400,000. The Foundation has secured additional private funding and obtained interim construction financing to complete the project. Louisiana Tech staff consulted with system staff, legal counsel and Regents staff prior to authorizing the Foundation to execute a construction contract by executing the ground-lease.

The increase in construction cost reflect the addition of improvements to concourse level restrooms, additional data-communications infrastructure and actual component cost as the design-build team progressed from a conceptual design to construction documents. Specific component costs increases in structural steel, fire-proofing, insulation and the foundation alone increased the estimate over $1,862,000. While there were finish improvements and minor changes in arrangement of space, there has been no significant change in the intent, size or scope of the project beyond work at the concourse level restrooms and additional data infrastructure.

Per policy and statute Louisiana Tech has kept the Office of Facility Planning and Control apprised of the project design and progress. Construction of the foundation work outside of the existing stadium structure is progressing with demolition of existing space and new
construction scheduled to begin at the end of the regular season in November. An aggressive
collection schedule is being pursued so that improvements can be used for the beginning of the
2017 football season.

A separate ground-lease will be presented to the Board to allow the Louisiana
Tech University Foundation to utilize private funds to install new field lighting for the facility.
The current lighting fixtures and poles are obsolete and are no longer manufactured or available.
New LED lighting will be installed to minimize maintenance and utility expense.

The University is appreciative of the assistance of staff of the system office, staff of the
Regents and Facility Planning and Control that has allowed this project to progress. We are also
appreciative of private donors that are funding this project that while advancing the athletic
mission is reducing the deferred maintenance obligation of the University by millions of dollars
without the use of public funds. Upon completion of construction, the improvements will be
donated to Louisiana Tech University free and clear of all debt.

Sincerely,

[Signature]
Leslie K. Guice
President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 27, 2016

Item G.8. Nicholls State University’s request for approval to petition the State Interim Emergency Board to provide the necessary funds for repairs needed on the exterior façade at Ellender Library.

EXECUTIVE SUMMARY

The University is requesting approval to petition the State Interim Emergency Board to address damage to the exterior façade at Ellender Library. The ribbed exterior block facade is in dire need of repair. Horizontal steel lintels are exposed and deteriorating on all façades. In addition, vertical mortar joints are failing on all sides of the building. The blocks at the corner of the stairwells are becoming displaced. Anticipated costs for this project total $535,888.

Please refer to the attached photos depicting the damage to this structure.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to petition the State Interim Emergency Board to provide the necessary funds for repairs needed on the exterior façade at Ellender Library.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
October 4, 2016

Dr. Daniel Reneau, Jr.
Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 27, 2016, meeting of the Board of Supervisors for the University of Louisiana System:

Request approval to petition the State Interim Emergency Board to address damage to the exterior façade at Ellender Library.

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Bruce T. Murphy
President

BM:jms

Attachments

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
    Dr. Todd Keller, Associate Vice President for Academic Affairs
    Dr. Eugene Dial, Vice President for Student Affairs
    Dr. Neal Weaver, Vice President for University Advancement
    Mr. Terry Braud, Vice President for Finance and Administration
    Mr. Alex Arceneaux, Chief of Staff
    Mrs. Stacy LeJeune, Internal Auditor
    Dr. Michael Jeffress, Faculty Senate President/ Faculty Association Representative
    Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
September 28, 2016

Dr. Bruce T. Murphy
President
Nicholls State University
P.O. Box 2001
Thibodaux, Louisiana 70310

RE: Agenda Item - October, 2016 Board Meeting
Request Approval of a Petition to the State
Interim Emergency Board to Address the
Exterior Facade Damage at Ellender Library

Dear Dr. Murphy:

Facilities and Support Services Administration is forwarding this request to have the following item placed on the agenda for the Board of Supervisors' meeting on October 27, 2016:

Request for approval of a petition to the State
Interim Emergency Board to address damage
to the exterior facade at Ellender Library.

As you are aware, a problem exists with the exterior facade of the referenced building. A local architectural firm was contacted to review the project and they provided a cost estimate of $535,888.00 to make the necessary repairs. Sufficient funds for this project are not available currently within the University's budget. Therefore, we are attempting to obtain funding from the Interim Emergency Board.

Please call should you have any questions or require additional information. Your time and assistance regarding this matter is greatly appreciated.

Sincerely,

Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

Attachments
Item G.9. University of Louisiana at Lafayette’s request to update the financing method and construction cost of additions and renovations to M.L. Tigue Moore Baseball Stadium utilizing Ragin’ Cajun Facilities, Inc.

EXECUTIVE SUMMARY

On March 26, 2015, the University requested and received approval to initiate Tier II of the recently completed Athletic Master Plan including additions and renovations to M.L. Tigue Moore Baseball Stadium utilizing Ragin’ Cajun Facilities, Inc. (RCFI), a 501(c)3, not-for-profit corporation.

On February 23, 2016, the University requested and received approval of the Lease and Leaseback documents, along with the selected design and construction teams for this project. Initially, the project was to be fully paid by donated funds. Because most of the donated funds were to be paid over a five-year period and the funding was being outpaced by the design and construction, RCFI decided to procure a bridge-loan to allow the construction project to continue. This bridge-loan is a two-year, 4.5% interest-only loan, which has a maximum borrowing cap of $10 million and will be paid back from future donations that are dedicated to this project.

The initial project construction budget was $10 million. The University requested some enhancements to the existing first and third base bleacher areas, along with amenities to the club level boxes and private suites to increase revenue generation. As a result, the construction budget has increased to $11,924,224.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request to update the financing method and construction cost of additions and renovations to M.L. Tigue Moore Baseball Stadium utilizing Ragin’ Cajun Facilities, Inc.
BE IT FURTHER RESOLVED, that University of Louisiana at Lafayette shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette and his or her designee are authorized to execute any and all documents necessary to accept the improvements completed by Ragin’ Cajun Facilities, Inc.

AND FURTHER, that the University of Louisiana at Lafayette will provide the System office with copies of all final executed documents for Board files.
October 6, 2016

Dr. Daniel D. Reneau, Jr.
Interim President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA  70802

Dear Dr. Reneau:

This is a request to update the financing method and construction costs of additions and renovations to M.L. Tigue Moore Baseball Stadium utilizing Ragan’ Cajun Facilities, Inc.

Please place this item on the agenda for consideration at the October 2016 meeting of the Board of Supervisors.

Sincerely,

[Signature]

E. Joseph Savoie
President

svc

Attachments