Item G.1. Louisiana Tech University’s request for approval to demolish the Equine Center Office and Barn and the Equine Utility Building located on the Louisiana Tech University South Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish two facilities on the Louisiana Tech University South Campus. The Equine Center Office and Barn and Equine Utility Building are in poor condition, and the assessment of University Farm and University Maintenance personnel is that the cost of re-conditioning these structures exceeds the value of the buildings.

Please refer to the attached summary and photos describing and depicting these buildings.

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 demolish the Equine Center Office and Barn and the Equine Utility Building located on the Louisiana Tech University South Campus.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is requesting permission to demolish two structures on the Farm Campus that are in poor structural condition. These two buildings, the Equine Center Office and Barn (State I.D. S08101) and Equine Utility Building (State I.D. S08121) have been reviewed by staff and it has been determined that the cost of stabilizing the structures and other repairs needed to return these buildings into useful service is greater than the value of these buildings.

Agricultural Science physical operations are being reorganized for efficiency and to meet current academic needs. In their current condition, these buildings are a liability and should be removed with operations consolidated into other facilities on the demonstration farm.

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

Sincerely,

Leslie K. Guice
President
Attachment Information  EQUINE CENTER OFFICE AND BARN

State ID  08101
Title  Equine Center Office & Barn
Description  front
Attachment Type  Photo
Attachment Date  6/15/2009
Sequence No.  8

Building Information

Site Code  7-31-021
State ID  08101
Facility Name  LA TECH UNIVERSITY - SOUTH CAMPUS
Building Name  EQUINE CENTER OFFICE AND BARN
Address  LOMAX DRIVE SOUTH CAMPUS
          RUSTON, LA
Contact Person  SAM WALLACE
Contact Phone  318-257-2769
Description  METAL SIDING ON WOOD FRAME, PARTIAL DIRT FLOOR, 1/2 CONCRETE, MED HIP METAL ROOF, ELECT, 1 PL-STABLE

General Use  AGRICULTURE
Specific Use  AGR - Barn
Dimensions  Manual
Longitude  -92.65434371
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# Building Information

**Site Code** 7-31-021  
**State ID** 08121

**Facility Name** LA TECH UNIVERSITY - SOUTH CAMPUS  
**Building Name** EQUINE UTILITY BUILDING  
**Address** LOMAX DRIVE-SOUTH CAMPUS EQUINE CENTER RUSTON, LA  
**Contact Person** SAM WALLACE  
**Contact Phone** 318-257-2769  
**Description** WOOD FRAME, METAL SIDES & ROOF, WOOD FLOOR, NO PL, NO ELECT-TOOL SHED

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# Attachment Information

**Attachment Type** Photo  
**Attachment Date** 6/15/2009  
**Sequence No.** 6

**State ID** 08121  
**Title** Equine Utility Building

**Description** front
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2016

Item G.2. Louisiana Tech University’s request for approval to demolish the facility located at the intersection of Homer Street and West Texas Avenue located on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the facility located at the intersection of Homer Street and West Texas Avenue. The building was constructed approximately 50 years ago and has approximately 5,742 square feet. The building is in marginal condition and the half-acre site is needed to address parking deficiencies created by other construction on the Louisiana Tech campus. The site was acquired by Louisiana Tech University to become part of the Louisiana Tech University Enterprise Campus. The Board of Supervisors approved allowing the previous owner to lease the facility until they could construct a new building. The current lease expires March 31, 2016, and the tenant has been advised that Louisiana Tech needs this site to prepare for parking.

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 for approval to demolish the facility located at the intersection of Homer Street and West Texas Avenue located on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
February 5, 2016

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

Property located at the intersection of Homer Street and West Texas Avenue was acquired by Louisiana Tech University to become part of the Louisiana Tech University Enterprise Campus. The Board of Supervisors approved allowing the previous owner to lease the facility until they could construct a new building. The current lease expires March 31, 2016 and the tenant has been advised that Louisiana Tech needs this site to prepare for parking.

With upcoming construction of housing and the Integrated Engineering and Science Education Building, over 300 parking spaces will be dislocated. Along with other intermediate accommodations, this half acre site is needed to address this shift in parking.

The building was constructed approximately 50 years ago, has approximately 5,742 square feet and is in marginal condition. The State has assigned Building I.D. S21241 is located in Land Group 7-31-002.

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

Sincerely,

Leslie K. Guice
President

sw
attachment
Item G.3. McNeese State University’s request for approval to rename its baseball stadium Joe Miller Ballpark.

EXECUTIVE SUMMARY

The University requests approval to rename its baseball stadium Joe Miller Ballpark to honor Mr. Joseph T. Miller, Sr., whose financial contributions to the renovation of the stadium this past year now total nearly $1,000,000. The stadium is currently informally known as “Cowboy Diamond.” In addition to military service and a lifetime of community service in the Southwest Louisiana region, Mr. Miller currently serves on the McNeese Foundation Board of Directors, where he has served a two-year term as President and has chaired the Budget Committee since 1989. Because of his numerous contributions to McNeese and to the community, he was awarded an honorary doctorate by McNeese last year and has received the Distinguished Service Award from the McNeese Foundation and an honorary membership in the Beta Gamma Sigma honorary fraternity sponsored by McNeese’s Burton College of Business.

See attached summary for further information.

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 McNeese State University’s request for approval to rename its baseball stadium Joe Miller Ballpark.
February 2, 2016

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

Dear Dr. Reneau:

Enclosed are (5) copies of McNeese State University’s request to rename its baseball stadium “Joe Miller Ballpark”, to be placed on the ULS Board of Supervisors’ agenda for consideration and approval at the February 23, 2016 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Is
Enclosures
February 2, 2016

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

Dear Dr. Reneau:

I request approval for McNeese State University to rename its baseball stadium “Joe Miller Ballpark” to honor Mr. Joseph T. Miller, Sr.

Following is a summary of Mr. Miller’s accomplishments. In addition to the accomplishments listed below, he has generously funded the renovation of the stadium with gifts totaling nearly $1,000,000.

Born in 1926, Mr. Miller served in the U.S. Navy during WWII from 1944-1946. While serving in the Navy he attended Mississippi College and later Duke University. Over a lifetime of community service he has served as an officer, trustee, or director on a variety of boards and committees for the local community, which include the F. Miller and Sons Construction Company, the Lake Charles Rotary Club, the McNeese State University Foundation Board of Directors (where he served a two year term as President and has been the Chairman of the Budget Committee since 1989), the Foreman-Reynaud Community Center, the City of Lake Charles Recreational Advisory Committee, the First United Methodist Church, Lake Charles Associated General Contractors, the State Highway and Heavy Associated General Contractors of America, the Louisiana Council of Associated General Contractors, First National Bank, Lake Charles Memorial Hospital, the American Heart Association, Campfire USA, and United Way of Southwest Louisiana. He serves as a volunteer at Abraham’s Tent and a volunteer reader at the Head Start Program at J.D. Clifton Elementary School in Lake Charles, LA.

Mr. Miller has received several awards in recognition of his many years of service to the community, which include the Distinguished Service Award by the McNeese State University Foundation, honorary membership with Beta Gamma Sigma at McNeese State University’s Burton College of Business, the Distinguished Citizen Award by Calcasieu Area Council Boy Scouts of America, and the Angel Award for Public Service with Area Youth by Blue Cross Blue Shield of Louisiana. He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.
I have attached a more detailed résumé of his accomplishments for your review. Thank you for your approval of this request to honor him for his many contributions.

Sincerely,

[Signature]

Philip C. Williams
President

Is

Enclosures
Joseph T. Miller, Sr.

Mr. Joseph Thomas Miller, Sr. was born in Lake Charles in 1926. He is the fifth child of eight children born to Franklin and Laura Chavanne Miller. While in the fourth grade at Central Elementary School, he met his future wife, Mary Joyce Sloan.

Mr. Miller graduated from Lake Charles High School in May of 1944. Shortly thereafter, he entered the U.S. Navy in July of 1944 in the V-12 Officer Training Program. As an Officer Trainee, he attended Mississippi College and later Duke University. Mr. Miller was discharged from the Navy in August of 1946.

In 1945, he married Mary Joyce, and together they had seven children. They now have 25 grandchildren and twelve great grandchildren.

Currently, he resides in Lake Charles Louisiana where he is a member of First United Methodist Church of Lake Charles where he serves on the church council.

Past Contributions:

- Member of First United Methodist Church of Lake Charles. Mr. Miller is currently serving on the Church Council. Previously he has served as Trustee of the church as well as the Board of Trustee and President of the Board.

- He served as President of F. Miller and Sons Construction Company from 1960 to 2006.

- He is a past member, Director and President of the Lake Charles Associated General Contractors.

- Served as President for the State Highway and Heavy Associated General Contractors of America.

- Served as a board member and President of Louisiana Council of Associated General Contractors.

- He was the Director of First National Bank of Lake Charles for 34 years.

- Served as a member of the Board of Directors of Lake Charles Memorial Hospital Association for 41 years with six terms as President.

- Served as a board member of the American Heart Association for 35 years with two terms as President.
• Received the Distinguished Service Award by McNeese State University Foundation.

• Received an honorary membership with Beta Gamma Sigma at McNeese State University, College of Business.

• Recognized as a Distinguished Citizen by Calcasieu Area Council Boy Scouts of America.

• Received the Angel Award for Public Service with area youth by Blue Cross Blue Shield of Louisiana.

• Recognized as Citizen of the Year by the Chamber of Commerce of Southwest Louisiana.

• He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.

• He was crowned king of the Krewe of Mystique in 2006.

• Served on the City of Lake Charles Recreational Advisory Committee.

• Served on Campfire USA Board and as the President of the Board.

• Served on the Board of Directors and as President of United Way of Southwest Louisiana for eight years.

Current Positions:

• A member of the Lake Charles Rotary Club.

• A volunteer at Abraham’s Tent.

• A member of the McNeese State University Foundation Board of Directors from 1972 to present. Served a two year term as President and has been the Chairman of the Budget Committee since 1989.

• A member of the Board of Directors for 40 years at the Foreman-Reynaud Community Center. Currently serving as President. He has held this position for the past 12 years. He also volunteers as a tutor for needy children.

• A volunteer reader at the Head Start Program at J. D. Clifton Elementary School.
Item G.4. Nicholls State University’s request for approval to demolish the Bayou Side Wharf Structure.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Bayou Side Wharf Structure that had been constructed in 1990. The wharf has accessibility deficiencies due to the rising water levels of Bayou Lafourche. Modifications to the wharf structure have been deemed not feasible due to the deteriorated condition caused by the elements and contact with the water. The University will partner with the Lafourche Fresh Water District regarding the removal of the part of the structure that is not on land when they dredge that area of Bayou Lafourche. The Lafourche Fresh Water District will remove the structure at no cost to the University, and the University will be required to dispose of the materials in an environmentally safe manner. Plans and cost estimates are being developed to build a replacement wharf structure.

Please refer to the attached summary and photos describing and depicting 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 to demolish the Bayou Side Wharf Structure.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
January 27, 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 February 23, 2016, meeting of the Board of Supervisors for the University of Louisiana System:

Request to demolish bayou side wharf structure located on the batture of Louisiana Highway 1

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. Ronnie Rodriguez, Chief Financial Officer
    Mrs. Stacy LeJeune, Internal Auditor
    Dr. Brigett Scott, Faculty Senate President/Faculty Association Representative
    Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
    Mr. Michael Matherne, Unclassified Staff Advisory Council President
    Ms. Rhonda Zeringue, Classified Staff Committee Chair
    Ms. Lillie Bourgeois, SGA President
January 21, 2016

Mr. Ronald Rodriguez, CFO
Nicholls State University
P.O. Box 2070
Thibodaux, Louisiana 70310

RE: Agenda Item – February Board Meeting
Demolition of Wharf Structure

Dear Mr. Rodriguez,

The Department of Physical Plant Operations is requesting permission to add the following item to the Board’s agenda for approval at the February 23, 2016 meeting:

Nicholls State University requests Board approval to demolish the bayou side wharf structure located on the batture of Highway One (1).

If this meets with your approval, please forward this item to the President’s office for consideration at the February Board meeting. Should you have any questions, please do not hesitate to call.

Sincerely,

Terry G. Dupre, Sr.
Director of Purchasing & Support Services Administration

Attachments
Board Agenda Item Number:                      Representative: Jerome “Dee” Richard
Building Name: Wharf at Bayou Lafourche       Construction Date: 1990
Site Code: 3-29-003                            Year Built/Acquired: 1990
Wood Structure                                 Photos: Below
State ID Number: 09492                         Square Footage: n/a
Senator: Norby Chabert

1. Accessibility deficiencies due to the rising water levels of Bayou Lafourche.

2. Deteriorated conditions caused by the elements and contact with the water.

3. The University will partner with the Lafourche Fresh Water District regarding the removal of the structure.
Item G.5. Northwestern State University’s request for approval to sell five acres of property located in Grant Parish, acquired through the Succession of Ms. Alice Estelle Dear.

EXECUTIVE SUMMARY

The University is requesting Board approval to sell property located in Grant Parish, “The Alice Estelle Dear Property.” The property was acquired through the succession of Ms. Alice Estelle Dear upon her death in December of 1998. Ms. Dear’s will stipulated that the University keep the property a minimum of 15 years. Once the term has expired, then the University could sell the plot of land in Grant Parish.

The University has fulfilled the 15-year minimum. The property is landlocked by two owners on two sides and a railroad track at the rear of the property. Additionally, the location is in an area that significantly limits its usefulness to the University. The proceeds from this sale will go toward funding scholarships for the School of Creative and Performing Arts that also bears Ms. Dear’s name as per request in the succession.

The University has received an appraisal of $6,000 for the land. The University desires to sell this property at public auction in accordance with Louisiana law with the appraised value as the minimum opening bid. The appraisal report is available in the System Office.

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 sell five acres of property located in Grant Parish, acquired through the Succession of Ms. Alice Estelle Dear.

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 Act of Sale, and any and all documents necessary in connection with this matter.

AND FURTHER, that Northwestern State University will provide the System office with copies of all final executed documents for the Board’s files.
January 11, 2016

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

Re: Request to Sell the Alice Estelle Dear Property

Dear Dr. Reneau:

Northwestern State University is submitting the attached Request to Sell the Alice Estelle Dear Property to be placed on the agenda for the February 2016 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. James B. Henderson
President

JBH/pc

Attachment
January 11, 2016

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

Re: Request to Sell the Alice Estelle Dear Property

Dear Dr. Reneau:

Northwestern State University requests permission from the Board of Supervisors for the sale of a piece of property in accordance with Louisiana law. On March 11, 1999, Northwestern acquired the property through the Succession of Alice Estelle Dear. Ms. Dear’s will stipulated that the University keep the property for a minimum of 15 years. Once the term had expired, the University could sell the property to fund scholarships as per her wishes.

The property is located as follows:

Grant Parish:  
A certain piece of land containing five (5) acres, more or less, lying West of the Louisiana and Arkansas Railroad and being in the Southwest Corner of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section 21, Township 6 North, Range 1 West, Louisiana Meridian, Grant Parish, Louisiana.

The property is land locked on the West and South sides by private ownerships, East side is land locked by KCA Railroad tracks.

The proceeds from this sale will go toward funding scholarships for the Northwestern State University School of Creative and Performing Arts that also bear Ms. Dear’s name. The University has received an appraisal of $6,000, which is enclosed.

Sincerely,

[Signature]

Dr. James B. Henderson  
President

Attachment
January 28, 2015

Gil Gideon
Northwestern State University
Physical Plant Office
908 South Jefferson
Natchitoches, Louisiana 71497

Haynes Real Estate
P. O. Box 7602
Alexandria, La 71306
(318) 448-6014

Re: Property: TBA Butterfield Road
     Pollock, La 71467
Client: Northwestern State University
File No.: Northwestern

Opinion of Value: $6,000
Effective Date: 11/18/2014

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an "as is" opinion of market value for the property described in this appraisal report, as vacant, and in unencumbered fee simple title of ownership.

Because the subject is unique in being land locked (not legally connected or adjacent to a public maintained road) the term "market value" is anomalous because land locked property is seldom traded in the open market. Therefore, an estimated value analyzed from the market is often very subjective. Those that depend on a value for marketing purposes from land locked property should explore other marketing options (as described herein) and not make a decision without exploring all the possible options. What I am trying to do in a professional way is to inform the reader of this report that the value estimated in this report was arrived from other than just the market transfers used in the report and should not be relied entirely as being a value arrived from just a market analysis.

The appraisal was developed to the best of my ability in accordance with the Uniform Standards of Professional Appraisal Practice.

Personally if it were my property knowing that it cost me nothing, that I have very limited liability and almost no cost to maintain I would never sell a property for the value that is estimated on this property. If you sell the property at least try and keep the mineral rights.

Sincerely,

Mike Haynes
Licensed Real Estate Broker & Appraiser
State: La
mike@haynesproperty.com
**LAND APPRAISAL REPORT**

**Property Address:** TBA Butterfield Road  
**City:**  
**County:** Grant  
**Legal Description:** 4.942 Acres in SW 1/4 of the SEC 27, T27N-R18W  
**Assessor's Parcel #:**  
**Tax Exempt:**  
**F.E. Taxes:** $8  
**Special Assessments:** $8  
**Market Area Name:** Residential, Dry Prong, Cooper, Benton Communities  
**Map Reference:** 520 MLS  
**Census Tract:** 0364.01  
**Current Owner of Record:**  
**Borrower (if applicable):** Northwestern State University  
**Project Type (if applicable):** PUD  
**De Minimis PUD:**  
**Other (describe):** HDA $5  
**Are there any existing improvements to the property?** No  
**Yes**  
**If Yes, indicate current occupancy:**  
**Owner**  
**Tenant**  
**Vacant**  
**Not habitable**  
**Intended Use:** Marketing Purposes  
**Intended User(s) (by name or type):** Northwestern State University  
**Client:** Northwestern State University of La  
**Address:** P. O. Box 7852, Alexandria, LA 71310  
**Appraiser:** Mike Hayes  
**Address:**  
**Location:**  
**Built up:**  
**Growth rate:** Rapid  
**Property value:** Increasing  
**Demand/supply:** Shortage  
**Marketing time:** Under 3 Mos.  

**Characteristics**

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**Predominant Occupancy**

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**Factors Affecting Marketability**

- NEIGHBORHOOD BOUNDARIES: The immediate neighborhood runs along on both sides of Stewart Lake Road from Hwy 867 to Hwy 8.

**Utilities**

- **Public**
- **Other**

**Other comments:**

- ** CCRA's applicable?** Yes  
- **Highest & Best Use as improved:** Vacant Land  
- **Actual Use as of Effective Date:** Vacant Land  
- **Summary of Highest & Best Use:** Pottage  

**Site Comments:** The site is located at the end of Butterfield Road which is a dead end road that is assumed to have no frontage or legal access to Butterfield Road. The site is rectangular in shape with the entire west side adjacent to a RCB R.R., the south side is bordered by the former ownership of the site by a developer, and the north side by the private ownership of the site by a developer. The site is approximately 10 acres in size and is located near the intersection of Butterfield Road and State Route 867. The site is served by public utilities and is accessible via Butterfield Road.
LAND APPRAISAL REPORT

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): City of HouseMLS

1st Prior Subject Sale/Transfer Analysis of sales/transfer history and/or current agreement of sale/transfer:

Date: 1983

Price: $12,000

Source(s): City of HouseMLS

2nd Prior Subject Sale/Transfer

Date: 1982

Price: $10,000

Source(s): City of HouseMLS

FEATURE | SUBJECT PROPERTY | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3
--- | --- | --- | --- | ---
Address | 1300 Butterfield Road | 6 Sparrow Lane | 102 Tinker | 3 Moore Cemetery Road
Price per Acre | $4,440.45 | $2,732.21 | $4,600.21
Price Adjustments | +150 | 12,000 | 10,000

Date of Sale Time | 11/07/14 | 06/06/13 | 04/11/13
Rights Appraised | Fee Simple | Fee Simple | Fee Simple
Location | No Public Frontage | Public Road Frontage | Public Road Frontage | Public Road Frontage
Size Area (in Acres) | 4.943 | 2.68 | 2.68
Size Area (in Acres) | 4.000 | 4.000 | 4.000

Net Adjustment (Total in $) | +-4,000 | +4,000 | +4,000
Adjusted Sale Price (in $) | 6,000 | 12,000 | 10,000

Summary of Sales Comparison Approach

Due to the lack of sales with limited or no public access it was necessary to use sales that are not land locked and adjust accordingly. It is my opinion, after taking into account the necessary consideration of the market data approach that the overall indicated value of the subject is $8,000.00. It should be pointed out that the $8,000.00 value estimate is based on the typical definition of market value as defined herein. Due to the fact the property appears to be land locked which means it is not connected to a public maintained road and there are adjoining property owners that are adjacent to the subject site that once joined have access to a public maintained road may possibly pay more than market value. Land locked property typically have four options which include the following: 1) keep the property, 2) sale the property at market value, 3) sale to an adjacent property owner for "Use Value", 4) to purchase or legally obtain a servitude to a public maintained road. Even if a servitude to a public maintained road is acquired there is also a chance that has to be considered that access to the majority of the property. "Use Value" is sometimes defined as the value that a specific property has to a specific person or specific firm as opposed to the value to person or the market in general. And it is not intended to represent the amount the real property might exchange for on the open market.

PROJECT INFORMATION FOR IF applicable

The project is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

Indicated Value by: Sales Comparison Approach $8,000.00

Final Reconciliation

Due to the lack of land locked sales the indicated final value is based on very subjective adjustments that cannot be substantiated by typical market factors. The final value was basically estimated from the experiences of a real estate appraiser and a real estate broker for over 45 years rather than from sales.

This appraisal is based on the following conditions:

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is $8,000.00, which is the effective date of this appraisal.

If indicated above, this opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

A true and complete copy of this report contains, pages, including exhibits which are considered an integral part of the report. This appraisal report may not be property understood without reference to the information contained in the complete report, which contains the following attached exhibits:

- Limiting conditions
- Scope of work
- Hypothetical Conditions
- Additional Sales
- Location Map(s)
- Parcel Map
- Hypothetical Conditions
- Extraordinary Assumptions
- Additional Sales
- Limiting conditions
- Scope of work
- Hypothetical Conditions
- Additional Sales
- Location Map(s)
- Parcel Map
- Hypothetical Conditions
- Extraordinary Assumptions
- Additional Sales
- Limiting conditions
- Scope of work
- Hypothetical Conditions
- Additional Sales
- Location Map(s)
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- Hypothetical Conditions
- Extraordinary Assumptions
- Additional Sales
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- Extraordinary Assumptions
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- Location Map(s)
- Parcel Map
- Hypothetical Conditions
- Extraordinary Assumptions
- Additional Sales
- Limiting conditions
- Scope of work
- Hypothetical Conditions
Picture Taken From Butterfield Road

Street View Facing South On Butterfield Road.
DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions wherein: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions.* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar or dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTEMPORARY OR LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; or any other person who has a direct or indirect financial interest in the property. The appraiser's prior written consent must also be obtained before the appraisal can be conveyed to anyone through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

11. The final value is based on the Extraordinary Assumption that the subject site is vacant, contains approximately 4.943 acres—., that it is land locked and that there are no unusual adverse environmental concerns.
CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exterior of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

11. The "Scope of Work" for this appraisal report is to perform an "as is" analysis of a vacant 4.943 acres located in rural Grant Parish.

I have personally inspected the subject property, and also reviewed neighborhood data, verified the data on the comparables sales, researched, verified, & analyzed data from reliable public and private sources, to come to an analysis, opinion, & conclusion of market value in this appraisal report.

The intended use of the appraisal report is to estimate the market value for marketing purposes.

The intended user of this appraisal report is the client.

I have considered relevant competitive listings/contract offerings in performing this appraisal. Any trend indicated by that data is supported by the listing/offering information included in the report.

12. Appraisal Statement:

"This appraisal/inspection is not a property inspection, structural inspection, or environmental inspection. By preparing this report, the appraiser is not acting as a property inspector, structural engineer, or environmental inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by an inspector that offers such warranties or guaranteed inspection if there is any concern regarding adverse or negative conditions."

ADDRESS OF PROPERTY ANALYZED: TBA Butterfield Road, Pelicano, La 71467

APPRAISER: [Signature]
Name: Mike Haynes
Title: 
State Certification #: 00038
Date Signed: January 29, 2015

SUPervisory or CO-APPRaiser (if applicable):
Signature:
Name:
State Certification #: 
or State License #: 
Expiration Date of Certification or License: 12/31/2015
State: __________
Expiration Date of Certification or License: 
Date Signed: 
Did: 
Did Not: Inspect Property

Form AGR2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE
State of Louisiana  
Parish of Natchitoches  

NORTHERN STATE UNIVERSITY  
Natchitoches, LA  

An Equal Opportunity University  
(Not for University Employees)  

CONTRACT FOR PROFESSIONAL, PERSONAL, OR CONSULTING SERVICES  

It is known that on this day of Nov. 30, 2014, Northwestern State University (hereinafter sometimes referred to as "A University") and Haymes Real Estate  
(hereinafter sometimes referred to as "A Contractor") do hereby enter into contract under the following terms and conditions.  

Scope of Services: Contractor hereby agrees to provide the following services: Appraisal of 5 acre tract in Grant Parish (Alice Dear Property).  

Payment Terms: In consideration of the services described above, University hereby agrees to pay Contractor a maximum fee of $500.00. Payment will be made only on approval from Budget Unit: A. Dear Property. Account Number: 522710. Object Code: 522710.  

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:  

Completion:  

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number: 27-4372192.  

Termination for Cause: The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If written notice of such failure is not received by Contractor within thirty (30) days after occurrence of such failure, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, elect to terminate this Contract and the Contractor shall pay all fees in full. The Contractor may exercise any rights available to it under Louisiana law to terminate for failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.  

Termination for Convenience: The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.  

Remedies for Default: Any claim or controversy arising out of this contract shall be decided by the provisions of LSA - R.S. 9:2534 - 5268.  

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

Nonassignability: No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prevent the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.  

Auditor: It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the right to audit all accounts of contractor which relate to this contract.  

Term of Contract: This contract shall begin on Nov. 19, 2014, and shall terminate on May 19, 2015.  

Fiscal Funds: The termination of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the views of the Governor or by any means provided in the appropriation act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.  

Discrimination Clause: The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title 9 of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will not discriminate in any of the services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability.  

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

THIS CONTRACT IS ENTERED INTO BETWEEN Northwestern State University on the day, month, and year first written above.  

CONTRACTOR (Signature)  
P.O. Box 7802  
Alexandria, LA 71306  

Date  

M. Haymes  

City, State Zip  

WITNESS SIGNATURE  

WITNESS SIGNATURE  

[Signature]  

For Office: By or for the Fiscal Officer:  

Signature Date
State of Louisiana

Certified General Appraiser License

Having complied with the license requirements as set forth in R.S.1950 Title 37, Chapter 51, and Amendatory Acts, and the Real Estate Appraisers Board Rules and Regulations, a Certified General Appraiser License is hereby granted to

MICHAEL R. HAYNES

In Testimony Whereof, this license has been issued by the Authority of the Louisiana Real Estate Appraisers Board.

Period Covered: 01 01 2014 Through 12 31 2015

Roland M. Hall
Chairman
License Number: G38

L. A. Hendry
Secretary
Item G.6. The University of Louisiana at Lafayette’s request for approval of the Lease and Leaseback documents to develop and implement Tier II of the University’s 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.

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.

To continue its quest to provide quality athletic facilities that fosters the student experience and social growth, the University has issued and received RFP’s for additions and renovations to M.L. Tigue Moore Baseball Stadium on the campus of University of Louisiana at Lafayette. Ragin’ Cajun Facilities, Inc. received proposals and selected Abell, Crozier, Davis, Architects Inc., and The Lemoine Company (Construction Manager at Risk) for this project. This project will be financed from donations to the Athletic Department dedicated strictly for the funding of this project and will use the traditional lease/leaseback method of project delivery.

In accordance with the University of Louisiana System’s policy, once the selection process is completed and the appropriate development and financing information are finalized, the University will submit all required documentation including a Ground Lease, Facilities Lease, business plan, and other documents to the Board for final approval of the project.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that on March 26, 2015, the Board of Supervisors for the University of Louisiana System approved the University of Louisiana at Lafayette’s request to continue with the process of implementation of Tier II of the Athletic Master Plan by selecting firms to develop and implement additions and renovations to M.L. Tigue Moore Baseball Stadium utilizing Ragin’ Cajun Facilities, Inc. (RCFI), a 501(c)3, not-for-profit corporation.
BE IT FURTHER RESOLVED, that the appropriate documentation related to the lease and leaseback documents are being submitted for final approval in accordance with the University of Louisiana System's policy.

AND FURTHER, University staff, UL System staff, and legal counsel shall assure that all documents conform to statutory and administrative requirements.
February 3, 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 to request approval of the attached Ground Lease and Leaseback for renovation of the M.L. Tigue Moore Baseball Field.

We received preliminary approval for this project at the April 2015 board meeting, and the purpose of this submission is the presentation of all final documents according to the Alternatively Financed Capital Improvements PPM. Because this project is being funded from donations, there is no financing or business plan included with this submission.

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

Sincerely,

E. Joseph Savoie
President

Attachment
GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "Ground Lease") dated as of __________, 2016, is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana (the "Board"), represented herein by its duly authorized representative the President of the University of Louisiana at Lafayette, E. Joseph Savoie, and RAGIN CAJUN FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairman of the Board of Directors, Nicholas Gachassin, Jr. (the "Corporation").

WITNESSETH:

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and UL Lafayette is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 et seq.), to acquire, construct, develop, manage, lease as lessor or lessee, mortgage and/or convey facilities on the campus of UL Lafayette;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3365, the Board is authorized to lease to a nonprofit corporation, such as the Corporation, a portion of the campus of UL Lafayette;

WHEREAS, in order to further these functions of the Board, by the renovation and expansion of the M.L. "Tigue" Moore Baseball Field, which will include the removal of the existing concrete seating and press-box structure as well as the construction of a new contemporary facility including improvements to spectator accommodations, additional club seating, modern press facilities, box suites, coach and staff offices, coach and staff locker rooms, equipment storage, athletic training, team meeting room, up-to-date restrooms and concessions areas, and new sports lighting (the "Facilities"), the Board deems it advisable that the Leased Property, defined herein, be leased to the Corporation for the purpose of reconstructing, developing, designing, and constructing the Facilities and leasing the Facilities and subleasing the Leased Property back to the Board; and

WHEREAS, the Board and the Corporation have agreed to enter into this Ground Lease whereby the Board will lease to the Corporation the land described in Exhibit "A" hereto (the "Leased Property"); and

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall dismantle and reinstall certain existing improvements and renovate, develop and construct the Facilities on the Land leased hereunder;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and
agreements which follow, the parties hereby agree as follows:

**ARTICLE ONE**
**LEASE OF LAND - TERMS OF LEASE**

**Section 1.01. Lease of Land.** The Board does hereby let, demise, and rent to the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the "Land") more particularly described on Exhibit "A" attached hereto, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the permitted encumbrances described on Exhibit "B" attached hereto.

**Section 1.02. Habendum.** The Board hereby grants the right to have and to hold the Land, together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

**Section 1.03 Term.** Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a term commencing on the effective date hereof and ending upon final completion of the Facilities and acceptance thereof by the Board. Upon termination of this Ground Lease, as provided herein, full ownership of the land and all buildings, improvements and appurtenances thereon, shall revert to the Board.

**ARTICLE TWO**
**DEFINITIONS**

**Section 2.01. Definitions.** In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings and all terms not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement:

"Advisory Committee" shall mean the advisory committee to advise the Corporation regarding the design and construction of the Facilities to be composed of representatives of the State's Office of Facility Planning and Control, the State Board of Regents, the Board and UL Lafayette.

"Affiliate" means, with respect to a designated Person under this Ground Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.
"Applicable Laws" means all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority which are applicable to the parties performing their obligations under this Ground Lease.

"Architect" means the design team of Abell + Crozier + Davis Architects, APC, pursuant to the Architect Contract with the corporation, dated June __, 2015.

"Award" means any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

"Board" means the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, or its successor, acting herein on behalf of UL Lafayette.

"Board Representative" means the President of the University of Louisiana at Lafayette and one or more of the persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board’s rights and performing the Board’s obligations under this Facilities Lease; including the President of the Board of Supervisors for the University of Louisiana System, or his or her designee or the Assistant Vice President of Facilities Planning or Vice President for Finance and Administration of the Board of Supervisors for the University of Louisiana System, or his or her designee, or the UL Lafayette Representative if so designated by the President of the Board, of whom the Corporation has been notified in writing.

"Board’s Interest" means the Board’s ownership interest in and to the Land.

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, Lafayette, Louisiana, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

"Commencement Date" means the date of issuance of the written notice to proceed.

"Commencement of Construction" means the date on which the construction and equipping of the Facilities is begun.

"Contract" means those certain contracts between the Corporation and the Architect and the Corporation and the Contractor for the design and construction of the Facilities.

"Corporation" means Ragin' Cajun Facilities, Inc., a Louisiana nonprofit corporation, qualified as a federally designated 501(c)(3) organization, organized exclusively to promote, assist and benefit the mission of UL Lafayette by engaging in any lawful activity in which a nonprofit corporation meeting the requirements of Section 501(c)(3) of the Internal Revenue Code of 1986 may engage, specifically including but not limited to acquiring, constructing,
developing, managing, leasing, as lessor or lessee, mortgage and/or conveying facilities on the campuses of UL Lafayette or its successor or assigns.

“Corporation Representative” means the Chairperson or Vice Chairperson of the Board of Directors of Ragin' Cajun Facilities, Inc.

“Design/Build Team” means all design professionals performing services under the Contract.

“Effective Date” means the date on which this Ground Lease has been executed.

“Event of Default” means any matter identified as an event of default under Section 11.01 hereof.

“Expiration Date” means the expiration date of this Ground Lease as set forth in Section 1.03 hereof.

“FP&C” shall mean the State's Office of Facility Planning and Control of the Division of Administration, State of Louisiana.

“Facilities” shall mean the renovation and expansion of the M.L. “Tigue” Moore Baseball Field, which will include the removal of the existing concrete seating and press-box structure a as well as the construction of a new contemporary facility including improvements to spectator accommodations, additional club seating, modern press facilities, box suites, coach and staff offices, coach and staff locker rooms, equipment storage, athletic training, team meeting room, up-to-date restrooms and concession areas, and new sports lighting.

“Facilities Lease” means that certain Facilities Lease executed contemporaneously herewith, by and between the Board, as Lessee, and the Corporation, as Lessor, whereby the Facilities are leased and the Land is subleased by the Corporation to the Board, on behalf of UL Lafayette.

“Force Majeure” means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of public enemy, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Corporation; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground Lease; (e) any actions by the Board which may cause delay; or (f) any other similar cause or similar event beyond reasonable control of the Corporation.

“Governmental Authority” means any federal, State, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.
“Ground Lease” means this Ground Lease Agreement.

“Land” means the real property more particularly described on Exhibit “A” attached hereto, upon which the Facilities are to be located, together with all other rights and interests leased pursuant to Section 1.01 hereof.

“Leased Property” means the Land and the existing structures thereon being leased to the Corporation pursuant to Section 1.01 hereof.

“Person” means an individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.

“Plans and Specifications” means the plans and specifications for the construction of the Facilities as implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the Facilities, to be approved by the Advisory Committee and the Corporation, as may be amended from time to time as permitted in Section 5.01 hereof.

“RFP” means the Request for Proposals relating to the selection of the design-build team that will construct the Facilities, in the form approved by the Corporation.

“Taking” means the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

“Term” means the term of this Ground Lease as set forth in Section 1.03 hereof.

“UL Lafayette” means the University of Louisiana at Lafayette, Lafayette, Lafayette Parish, Louisiana.

“UL Lafayette Representative” means the President of the UL Lafayette or his or her designee, of whom the Corporation has been notified in writing.

**ARTICLE THREE**

**RENT**

Section 3.01. Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 or such other place as the Board may designate from time to time in writing, as annual rent for the Leased Property (“Rent”), the sum of $1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

Section 3.02. Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to perform its construction obligations
as set forth in Article Five herein, and to execute and perform its obligations under the Facilities Lease and all other documents contemplated by and ancillary to this Ground Lease and the Facilities Lease.

**ARTICLE FOUR**  
USE OF LAND

**Section 4.01. Purpose of Lease.** The Corporation enters into this Ground Lease for the purpose of leasing the Leased Property from the Board, demolishing or renovating the existing improvements thereon and developing and constructing the Facilities for the Board generally in accordance with the Plans and Specifications.

**Section 4.02. Benefit of the Board and the UL Lafayette.** During the term of this Ground Lease the Corporation shall own and lease the Facilities (except for the Leased Property which will be owned by the Board and leased to the Corporation pursuant to this Ground Lease and sub-leased from the Corporation by the Board pursuant to the Facilities Lease) for the support, maintenance, and benefit of the Board and UL Lafayette and the Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of the Board and UL Lafayette.

**Section 4.03. Compliance with Statutory Requirements.** Section 3361, et, seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground Lease or specifically referenced in this Ground Lease; and

B. the waiver by written consent of the Board’s right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground Lease.

**ARTICLE FIVE**  
CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF THE FACILITIES

**Section 5.01. The Corporation’s Obligations.** The Corporation will dismantle, reinstall and reconstruct certain existing improvements on the Land and will develop, design, construct, and equip the Facilities on the Land at its own cost and expense. During the term of this Ground Lease, the Facilities shall be owned by the Corporation (except for the Leased Property which will be owned by the Board and leased to the Corporation pursuant to this Ground Lease and sub-leased from the Corporation by the Board pursuant to the Facilities
The Corporation shall lease the Facilities and sublease the Lease Property to the Board pursuant to the Facilities Lease. Prior to the Expiration Date or earlier termination of this Ground Lease, the Board shall not have any ownership interest in the newly acquired and constructed Facilities. The Board shall not have any financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Corporation’s activities and as specifically set forth herein.

A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground Lease and the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.

B. Subject to the provisions of this Section 5.01, the Plans and Specifications and all decisions regarding design and construction matters shall be made by the Corporation in consultation with the Architect and the Contractor and with approval of the Advisory Committee. The Corporation shall select all design and construction professionals and contractors (the “Design/Build Team”) (all of whom shall comply with licensing requirements of Louisiana law) in accordance with the RFP. All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSI A117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board’s authority have previously reviewed and approved the Plans and Specifications and the form of the Contract for the Facilities.

C. Changes in work and materials are subject to review and approval of the Advisory Committee; however minor changes in work or materials, not affecting the general character of the Facilities or increasing the cost of development and construction may be made in the Plans and Specifications at any time without the approval of the Advisory Committee, but a copy of the altered Plans and Specifications shall promptly be furnished to the Advisory Committee. The Corporation shall notify the Advisory Committee of any changes in work or materials that require the Advisory Committee’s approval and the Advisory Committee shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Advisory Committee to make a
determination and to approve or disapprove any changes in work or material.

D. The parties hereto acknowledge that the Advisory Committee will review and approve the form of the design, construction and improvement contract for the Facilities. After completion of the Facilities, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Facilities during the Term, the Corporation shall submit plans for such remodeling to the Advisory Committee for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration, or remodeling of the Facilities. The Advisory Committee shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All alterations, renovations or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSI/A 117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

E. Subject to Force Majeure, the Corporation covenants that the Corporation shall substantially complete construction of the Facilities. Notwithstanding anything to the contrary contained herein, a breach by the Corporation of the covenant set forth in this Section 5.01E shall not be an Event of Default hereunder. The Board shall be entitled to institute an action seeking specific performance of this covenant by the Corporation.

F. Prior to the commencement of construction, the Corporation and the Design/Build Team selected by the Corporation shall meet with the Advisory Committee to coordinate the construction activity under the Contract. Upon commencement of construction, the Corporation shall deliver to the Advisory Committee, (1) a copy of the signed contract (“Design-Build Contract”) between the Corporation and the Architect and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the cost of construction set forth in the Design/Build Contract issued by a company qualified, permitted or admitted to do business in the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(C) to be taken by an Owner to protect the premises from any liens related to the design or construction of the Facilities.

G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.

H. Any performance bond, labor and material payment bond, or completion bond
provided by a member of the Design/Build Team hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety of issuing the bond and rules of the governmental authorities regulating the surety.

I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Advisory Committee and the Contract Monitor, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Advisory Committee and the Contract Monitor in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Advisory Committee.

J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the permitted encumbrances, if any, shown on Exhibit “B” attached to this Ground Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.

K. The cost of construction of the Facilities shall include all costs necessary for the Contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

L. The obligations and liabilities of the Corporation undertaken in this Ground Lease do not give rise to any personal obligation or liability of the officers, directors, members or other persons or entities affiliated with the Corporation.

ARTICLE SIX
ENCUMBRANCES

Section 6.01. Mortgage of Leasehold or the Facilities. The Corporation shall not mortgage, lien or grant a security interest in the Corporation’s leasehold interest in the Land or the Corporation’s fee title to the Facilities or any other right of the Corporation hereunder without the prior written consent of the Board except as may be necessary, in the sole discretion of the Corporation, to secure the Loans.

ARTICLE SEVEN
MAINTENANCE
Section 7.01. Maintenance. The Board, on behalf of UL Lafayette, shall be responsible for maintaining or causing the maintenance of the grounds and landscaping of the Land and shall maintain or contract with a suitable contractor for the maintenance thereof.

ARTICLE EIGHT
CERTAIN LIENS PROHIBITED

Section 8.01. No Mechanic’s Liens. Except as permitted in Section 8.02 hereof, the Corporation shall not suffer or permit any mechanics’ liens or other liens to be enforced against the Board’s ownership interest in the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.02. Release of Recorded Liens. If any such mechanics’ liens or materialmen’s liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics’ lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board’s Interest endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board’s sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground Lease the amounts paid by the Board until repaid by the Corporation, plus interest at the rate of ten percent (10%) per annum from the date paid by the Board.

ARTICLE NINE
AUDITS

Section 9.01. Audits. The Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

ARTICLE TEN
INDEMNIFICATION

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and
save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably conditioned, withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board’s sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.02 Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

Section 10.03 Indemnification by the Board. To the extent permitted by law, the Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys’ fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

ARTICLE ELEVEN
TERMINATION, DEFAULT AND REMEDIES

Section 11.01. Events of Default. Any one of the following events shall be deemed to be an “Event of Default” by the Corporation under this Ground Lease.

A. The Corporation shall fail to pay any sum required to be paid to the Board under
the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Corporation’s receipt of written notice from the Board of such failure.

B. The Taking by execution of the Corporation’s leasehold estate for the benefit of any Person.

C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure within such period and continues such work thereafter diligently and without unnecessary delay, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

E. The commencement by the Corporation of a voluntary case under the federal bankruptcy code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.

F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) construction for a period of forty-five (45) consecutive days.

Section 11.02. The Board’s Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Board may at its option seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance.

Section 11.03 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground Lease to the contrary, except as set forth in Section 1.03 hereof, the Board shall not have the right to terminate this Ground Lease prior to the Expiration Date hereof.
However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and to re-let the Land or take possession in its own right for the remaining Term of this Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to convey all of its right, title and interest in and to the Facilities and all of its rights under this Ground Lease and the Facilities Lease to the new lessee of the Land or to the Board, if the Board wishes to remain in possession on its own behalf, in consideration for the new lessee (or the Board as applicable) agreeing to assume all of the Corporation's obligations under this Ground Lease, the Facilities Lease and under any debt incurred by the Corporation in connection with the construction of the Facilities.

Section 11.04. Rights of the Board Cumulative. All rights and remedies of the Board provided for and permitted in this Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Board of a breach of any of the covenants, conditions or restrictions of this Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

ARTICLE TWELVE
TITLE TO THE FACILITIES

Section 12.01. Title to Facilities. Title to the newly acquired and constructed Facilities as they are constructed and upon completion thereof shall be vested in the Corporation during the Term of this Ground Lease. The Facilities and all furniture, fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground Lease.

Section 12.02. The Board's Option to Require Demolition. Upon the Expiration Date of the Term or earlier termination hereof, in the event the Facilities are no longer suitable for the Board's purposes, the Board in its sole discretion may require the Corporation to demolish the Facilities and remove the Facilities from the Land, and restore the Land to substantially the same condition as it existed on the date of this Ground Lease, to be accomplished within one hundred eighty (180) days of such Expiration Date or earlier Termination hereof. However, such demolition and removal of the Facilities shall be at the Board's sole cost and expense. In the event of such election upon the expiration of the Term, the Board shall notify the Corporation no later than six (6) months prior to the expiration of the Term. If this Ground Lease is terminated earlier, the Board shall notify the Corporation within thirty (30) days after the termination.
ARTICLE THIRTEEN
CONDEMNATION

Section 13.01. Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02. Partial Condemnation. Upon a temporary Taking or a Taking of less than all of the Land, the Board, at its election, may terminate this Ground Lease by giving the Corporation notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Facilities cannot be economically and feasibly used by the Board for its intended purposes under the Facilities Lease. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Land and the Board decides not to terminate this Ground Lease, the Board and the Corporation shall either amend this Ground Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03. Payment of Awards. Upon the Taking of all or any portion of the Land and the Facilities (a) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of the Facilities Lease, and (b) the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board’s Interest (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Board’s Interest).

Section 13.04. Effect on Ground Lease. Any termination of the Ground Lease pursuant to the provisions of this Article Thirteen shall be subject to the provisions of Section 1.03 hereof.

ARTICLE FOURTEEN
ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION’S INTEREST

Section 14.01. Assignment of Leasehold Interest. Except as expressly provided for in Article Six and in this Article Fourteen, the Corporation shall not have the right to sell or assign the leasehold estate created by this Ground Lease, its fee interest in the Facilities or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board.

Section 14.02. Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board or the Ragin’ Cajun Athletic Foundation.

Section 14.03. Transfers of the Corporation’s Interest. Except as otherwise expressly
provided herein, any Person succeeding to the Corporation’s interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Ground Lease.

ARTICLE FIFTEEN
COMPLIANCE CERTIFICATE

Section 15.01. The Corporation Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modification, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof; and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Board’s Interest or by any other Person.

Section 15.02. The Board’s Compliance. The Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Corporation, to execute, acknowledge and deliver to the Corporation a statement in writing addressed to the Corporation or to such other party as the Corporation shall request, certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, or sublessee or mortgage of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person, as approved by the Board.

ARTICLE SIXTEEN
TAXES AND LICENSES

Section 16.01. Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon the Corporation’s interest in the Land or upon the Board or the Board’s Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board is not exempt from paying such taxes and fees and to
the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.02. Contested Tax Payments. The Board shall not be required to pay, discharge or remove any such taxes or assessments so long as the Board is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. The Corporation shall cooperate with the Board in completing such contest and the Corporation shall have no right to pay the amount contested during the contest. The Corporation, at the Board’s expense, shall join in any such proceeding if any law shall so require.

ARTICLE SEVENTEEN
FORCE MAJEURE

Section 17.01. Discontinuance During Force Majeure. Whenever a period of time is herein prescribed or action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall, within ten (10) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE EIGHTEEN
MISCELLANEOUS

Section 18.01. Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Ground Lease, is prohibited.

Section 18.02. Notices. Notices or communications to the Board or the Corporation required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

Board of Supervisors for the University of Louisiana System
Claiborne Building, Suite 7-300
1201 North Third Street
Baton Rouge, Louisiana 70802
Attention: Assistant Vice President of Facilities Planning

with copies to:
University of Louisiana at Lafayette  
P. O. Drawer 41008  
Lafayette, Louisiana 70504  
Attention: E. Joseph Savoie, President  
Jerry Luke LeBlanc

If to the Corporation:

Nicholas Gachassin, Jr., Chairman  
Gachassin Law Firm  
P.O. Box 80369  
Lafayette, Louisiana 70598

with a copy to:

B. Hunter Trahan  
Ragin' Cajun Facilities, Inc.  
c/o University of Louisiana at Lafayette  
104 University Circle  
Lafayette, Louisiana 70503

Stephen J. Oats  
Oats & Marino, a Partnership of Professional Corporations  
Suite 400  
100 E. Vermilion Street  
Lafayette, Louisiana 70501

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.03. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the Board and the Corporation.

Section 18.05. Attorney's Fees. If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.06. Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Lafayette Parish, Louisiana.
Section 18.07. Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land during the Term and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation’s right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease and the matters listed on Exhibit “B” attached hereto.

Section 18.08. Curative Matters. Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land usable for the Corporation’s purpose shall be undertaken, in the Corporation’s sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Land usable for the Corporation’s purpose.

Section 18.09. Non-waiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Board or the Corporation of any provision of this Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.10. Terminology. Unless the context of this Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word “includes” or “including” shall mean “including without limitation”; (d) the word “or” shall have inclusive meaning represented by the phrase “and/or”; (e) the words “hereof,” “herein,” “hereunder,” and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Ground Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the renovation of this Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in the city of Lafayette, Parish of Lafayette, Louisiana).

Section 18.11. Counterparts. This agreement may be executed in multiple counterparts,
Section 18.12. Severability. If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Ground Lease shall not be affected thereby.

Section 18.13. Authorization. By execution of this Ground Lease, the Corporation and the Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Ground Lease have been taken and performed; and that the persons signing this Ground Lease on their behalf have due authorization to do so.

Section 18.14. Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Land or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board required under the terms of this Ground Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15. Amendment. No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 18.16. Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of UL Lafayette into another educational institution or the Board into another educational management board.

Section 18.17. Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and, with the exception of the extraneous agreements specifically mentioned herein, no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
THUS DONE AND PASSED, on the __ day of ____________, 2016, in the Parish of Lafayette, State of Louisiana, the undersigned party having affixed his signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By:

E. Joseph Savoie, President
University of Louisiana at Lafayette
Authorized Representative

______________________________
Notary Public

THUS DONE AND PASSED, on the __ day of ____________, 2016, in the Parish of Lafayette, State of Louisiana, the undersigned party having affixed his signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

RAGIN' CAJUN FACILITIES, INC.

By:

Nicholas Gachassin, Jr., Chairman

______________________________
Notary Public
LEASED PROPERTY

As referenced in a survey dated November 11, 2015 by Ronkartz-Oestriecher (Job reference 13012-01), starting from control point 1 (CP3) bearing N79° 15' 21"E for 29.62', then S80° 40' 30"E for 23.92', then S38° 03' 29"E for 226.89', then S03° 45' 20"E for 145.91', then S51° 34' 19"W for 54.13', then S36° 47' 36"E for 208.65', then S56° 53' 24"W for 454.73', then N36° 45' 43"W for 431.50', then N54° 22' 19"E for 67.56', then N35° 41' 44"W for 50.32', then N53° 21' 39"E for 119.93', then N36° 12' 03"W for 66.81', then N53° 08' 12"E for 376.50' returning to CP3.
EXHIBIT "B"
PERMITTED ENCUMBERANCES

None.
FACILITIES LEASE

This FACILITIES LEASE (together with any amendment hereto or supplement hereof, the “Facilities Lease”), dated as of _____________, 2016, is entered into by and between RAGIN’ CAJUN FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairman, Nicholas Gachassin, Jr. (the “Corporation”); and the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by its duly authorized representative the President of the University of Louisiana at Lafayette, E. Joseph Savoie (the “Board”), acting herein on behalf of the University of Louisiana at Lafayette, Lafayette, Louisiana (the “UL Lafayette”).

WITNESSETH:

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and UL Lafayette is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Board, with and on behalf of UL Lafayette, owns the ground on which the Corporation proposes to construct and renovate certain structures for and related to the Athletic Master Plan Phase I, as described herein.

WHEREAS, the Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 et seq.), to acquire construct, develop manage, lease as lessor or lessee, mortgage and/or convey facilities on the campus of UL Lafayette;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3365, the Board is authorized to lease to a nonprofit entity, such as the Corporation, any portion of the campus or other immovable property of UL Lafayette;

WHEREAS, in order to further these functions of the Board, by the renovation and expansion of the M.L. “Tigue” Moore Baseball Field, which will include the removal of the existing concrete seating and press-box structure as well as the construction of a new contemporary facility including improvements to spectator accommodations, additional club seating, modern press facilities, box suites, coach and staff offices, coach and staff locker rooms, equipment storage, athletic training, team meeting room, up-to-date restrooms and concessions areas, and new sports lighting (the "Facilities"), the Board deems it advisable that the Leased Property, defined herein, be leased to the Corporation for the purpose of reconstructing, developing, designing, and constructing the Facilities and leasing the Facilities and subleasing the Leased Property back to the Board;
WHEREAS, the Board and the Corporation have agreed to enter into the Ground Lease dated of even date herewith whereby the Board will lease the Leased Property to the Corporation;

WHEREAS, the Corporation and the Board have agreed that the Corporation shall develop and construct the Facilities on the Leased Property pursuant to the Ground Lease, as approved by the Board, and sublease the Leased Property and lease the Facilities to the Board on behalf of UL Lafayette pursuant to this Facilities Lease.

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

SECTION 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purpose of this Facilities Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings as set forth in the Loan Agreement (as hereinafter defined). Other terms shall have the meanings assigned to them in other Sections of this Facilities Lease.

“Additional Rental” means the amounts specified as such in section 7(b) of this Facilities Lease.

“Administrative Expenses” means the necessary, reasonable and direct out-of-pocket expenses incurred by the Corporation (including counsel fees and expenses).

“Advisory Committee” shall mean the advisory committee to advise the Corporation regarding the design and construction of the Facilities to be composed of representatives of the State's Office of Facility Planning and Control, the State Board of Regents, the Board and UL Lafayette.

“Affiliate” means, with respect to a designated Person under this Ground Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

“Base Rental” means the amounts referred to as such in Section 7(b) of this Facilities Lease (as such amounts may be adjusted from time to time in accordance with the terms hereof), but does not include Additional Rental.

“Board” means the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, or its successor, acting herein on behalf of UL Lafayette.

“Board Representative” means the President of the University of Louisiana at Lafayette and one or more of the persons designated and authorized in writing from time to time by the
Board to represent the Board in exercising the Board’s rights and performing the Board’s obligations under this Facilities System, or his or her designee or the Assistant Vice President of Facilities Planning or Vice President for Finance and Business of the Board of Supervisors for the University of Louisiana System, or his or her designee, or the UL Lafayette Representative if so designated by the President of the Board, of whom the Corporation has been notified in writing.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day which banking institutions in New York, New York, Lafayette, Louisiana, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.


“Claim” collectively means any claim, liability, demand, loss, damage, deficiency, litigation, cause of action, penalty, fine, judgment, defense, imposition, fee, lien, bonding cost, settlement, disbursement, penalty, cost or expenses of any and every kind and nature (including without limitation Litigation Expenses), whether known or unknown, incurred or potential accrued, absolute, direct, indirect, contingent or otherwise, and whether imposed by strict liability, negligence, or otherwise, and consequential, punitive, and exemplary damage claims.


“Commencement Date” means the date of issuance of the written notice to proceed.

“Corporation” means Ragan’ Cajun Facilities, Inc., a Louisiana nonprofit corporation, qualified as a federally designated 501(c)(3) organization, organized exclusively to promote, assist and benefit the mission of UL Lafayette by engaging in any lawful activity in which a nonprofit corporation meeting the requirements of Section 501(c)(3) of the Internal Revenue Code of 1986 may engage, specifically including, but not limited to, acquiring, constructing, developing, managing, leasing, as lessor or lessee, mortgage and/or conveying facilities on the campuses of UL Lafayette or its successors or assigns.

“Corporation Representative” means the Chairperson or Vice Chairperson of the Board of Directors of Ragan’ Cajun Facilities, Inc.

“Date of Opening” means the date all buildings of the Facilities are occupied.

“Default or Delay Rental” means and shall consist of (i) all amounts, fees or expenses which the Corporations may be legally obligated to pay or Other Parties by reason of any default of the Board hereunder or any delay in payment of any sums due by the Board hereunder, and (ii) all costs, expenses and charges, including reasonable counsel fees, incurred by the Corporation, whether by suit or otherwise, in collecting sums payable hereunder or in enforcing any covenant or agreement of the Board contained in this Facilities Lease or incurred in
obtaining possession of the Facilities after default by the Board, which shall be due not later than 30 days from notification that such Default or Delay Rentals are owed.

“Effective Date” means the date on which the Ground Lease and this Facilities Lease have been executed.

“Encumbrances” means any lien, mortgage, encumbrance, privilege, charge, option, right of first refusal, conditional sales contract, security interest, mechanic’s and materialmen’s liens, or any lien or encumbrance securing payment of any Claims, including environmental Claims, or of any charges for labor, materials, supplies, equipment, taxes, or utilities, excluding the Option granted to the Board herein.

“Environmental Requirements” means all State, federal, local municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements in effect on or prior to the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous or toxic substances or chemicals, or pollutants, and including without limitation the following environmental laws: the Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (42 U.S.C. §30); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C.33:III.2595), including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

“Event of Default” means any default specified in and defined as such by Section 22 hereof.

“Expiration Date” means the expiration date of this Facilities Lease as set forth in Section 2 hereof.

“Extraordinary Rental” means an upfront payment by the Board of the amounts specified as such in 7(a) of this Facilities Lease.

“FP&C” shall mean the State’s Office of Facility Planning and Control of the Division of Administration, State of Louisiana.

“Facilities” shall mean the renovation and expansion of the M.L. “Tigue” Moore Baseball Field, which will include the removal of the existing concrete seating and press-box
structure as well as the construction of a new contemporary facility including improvements to spectator accommodations, additional club seating, modern press facilities, box suites, coach and staff offices, coach and staff locker rooms, equipment storage, athletic training, team meeting room, up-to-date restrooms and concession areas, and new sports lighting, to be renovated and/or constructed by the Corporation in accordance with the Ground Lease and the Plans and Specifications, as more particularly described in Exhibit “A” hereto.

“Facilities Lease” shall mean this Facilities Lease, including the Exhibits attached hereto, and any amendment or supplement hereto entered into from time to time in accordance with the terms hereof.

“Fiscal Year” means the fiscal year of the State, which is the period from July 1 to and including the following June 30.

“Governmental Authority” means any federal, State, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

“Governmental Regulations” means any and all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, writs, injunctions, rules, regulations, restrictions, permits, plans, authorizations, concessions, investigating, reports, guidelines, and requirements or accreditation standards of any Governmental Authority having jurisdiction over the Corporation and/or the Board, or affecting the Facilities.

“Ground Lease” means the Ground Lease Agreement executed on an even date herewith, providing for the lease of the Leased Property by the Board to the Corporation which, among other things, obligates the Corporation to construct and/or renovate or cause the construction and/or renovation of the Facilities on the Leased Property and sets forth the terms and conditions pursuant to which the construction will occur.

“Hazardous Substance” means (a) any “hazardous substance” as defined in §101(4) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

“Leased Property” shall mean the M.L. “Tigue” Moore Baseball Field and land leased to the Corporation pursuant to the Ground Lease as more particularly described in Exhibit “B” hereto.

“Legal Expenses” means the reasonable fees and charges of attorneys and of legal assistants, paralegals, law clerks, and other persons and entities used by attorneys and under
attorney supervision and all costs incurred or advanced by any of them irrespective of whether incurred in or advanced prior to the initiation of any legal, equitable, arbitration, administrative, bankruptcy, trial or similar proceedings and any appeal from any of same.

"Litigation Expenses" means all out-of-pocket costs and expenses incurred as a result of an Event of Default, or in connection with an indemnification obligation, including Legal Expenses, the reasonable fees and charges of experts and/or consultants, and all court costs and expenses.

"Notice" shall have the meaning set forth in Section 53 hereof.

"Operating Expenses" means the current expenses of operation, maintenance and current repair of the Facilities, as calculated in accordance with generally accepted accounting principles, and includes, without limiting the generality of the foregoing, insurance premiums, reasonable accounting and legal fees and expenses relating to the Facilities, payments with respect to worker’s compensation claims not otherwise covered by insurance, any payments due from the Corporation under this Facilities Lease; Administrative Expenses, the cost of materials and supplies used for current operations, and other taxes and charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice. “Operating Expenses” will not include any allowance for depreciation or replacements of capital assets of the Facilities.

"Other Parties” means a Person other than the Parties.

"Parties” means the Corporation and the Board, collectively.

"Permitted Use” means the operation of the Facilities as the M.L. “Tigue” Moore Baseball Field for students, faculty, and staff of UL Lafayette, which are purposes related to the mission of the Corporation and UL Lafayette.

"Plans and Specifications” means the plans and specifications for the renovation and/or construction of the Facilities as implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the Facilities, all in accordance with this Agreement and the Ground Lease, to be approved by FP&C and the Corporation, as may be amended from time to time as permitted in Section 5.01 of the Ground Lease.

"Remediation” means any and all costs incurred due to any investigation of the Facilities or any remediation, response, cleanup, removal, or restoration required by any Governmental Regulation or Governmental Authority or by Environmental Requirements.

"Rental” means and includes the Base Rental, Additional Rental and Extraordinary Rental.

"State” means the State of Louisiana.
“Term” means the term of this Facilities Lease, as provided in Section 2 hereof.

“UL Lafayette” means the University of Louisiana at Lafayette, Lafayette Parish, State of Louisiana.

“UL Lafayette Representative” means the President of the UL Lafayette or his or her designee, of whom the Corporation has been notified in writing.

SECTION 2. Facilities Lease; Term of Lease. The Corporation hereby leases the Facilities and subleases the Leased Property, with existing improvements to be renovated, to the Board, and the Board hereby leases the Facilities and subleases the Leased Property, with existing improvements to be renovated, from the Corporation effective as of the Commencement Date of this Facilities Lease and agrees to accept possession of the Facilities, as renovated and/or constructed, and agrees to pay the Rental as provided herein for the use and occupancy of the Facilities, all on the terms and conditions set forth herein. The Board agrees that it will take immediate possession of the Facilities, as renovated and/or constructed under the terms and provisions of this Facilities Lease. The Board understands and agrees that Rental shall accrue from the Commencement Date hereof notwithstanding the fact that the Facilities have yet to be constructed. No delay in the Date of Opening of the Facilities beyond the time set forth in the Ground Lease will extend the term. The Term of this Facilities Lease begins on the Commencement Date and ends upon final completion of the Facilities and acceptance thereof by the Board.

SECTION 3. Acknowledgments, Representations and Covenants of the Board. The Board represents and covenants as follows:

(a) The Board has full power and authority to enter into this Facilities Lease, and the transactions contemplated thereby and agrees to perform all of its obligations hereunder and under the Ground Lease;

(b) The Board has been duly authorized to execute and deliver this Facilities Lease and further represents and covenants that this Facilities Lease and the Ground Lease constitute the valid and binding obligations of the Board and that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Facilities Lease and the Ground Lease and the Board has complied with all constitutional and other statutory requirements as may be applicable to the Board in the authorization, execution, delivery and performance of this Facilities Lease and the Ground Lease.

(c) The execution and delivery of this Facilities Lease and the Ground Lease, and compliance with the provisions hereof and thereof, will not conflict with or constitute on the part of the Board a violation of, breach of, or default under any constitutional provision, statute, law, resolution, or any other agreement or instrument to which the Board is a party or by which the Board is bound, or any order, rule or regulation of any court or Governmental Authority or body having jurisdiction over the Board or any of its activities or properties with respect to the Facilities; and all consents, approvals or authorizations required of the Board for the
consummation of the transactions contemplated hereby have been obtained or timely will be obtained;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Board, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transaction contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Facilities Lease and the Ground Lease;

(e) The Board agrees to cause the Facilities to be used for the Permitted Use; and

(f) The use of the Facilities is essential to the operation of UL Lafayette by providing for the needs of the students, faculty, and staff of UL Lafayette. The Board presently intends to make all payments for use of the Facilities.

SECTION 4. Representations and Covenants of the Corporation. The Corporation makes the following representations and covenant:

(a) The Corporation has been validly created under the Louisiana Nonprofit Corporation Law, is currently in good standing under the laws of the State, has been qualified as a federally designated 501(c)(3) organization, has the power to enter into the transactions contemplated by, and to carry out its obligations under this Facilities Lease and the Ground Lease. The Corporation is not in breach of or in default under any of the provisions contained in any contract, instrument or agreement to which it is a party or in any other instrument by which it is bound. By proper action of its Board of Directors, the Corporation has been duly authorized to execute and deliver this Facilities Lease and the Ground Lease;

(b) The execution and delivery of this Facilities Lease and Ground Lease, and compliance with the provisions thereof and hereof, will not conflict with or constitute on the part of the Corporation a violation of, breach of, or default under any statute, indenture, mortgage, declaration or deed of trust, loan agreement or other bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Corporation or any of its activities or properties; and all consents, approvals and authorizations which are required of the Corporation for the consummation of the transactions contemplated thereby and hereby have been or timely will be obtained;

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Corporation, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Facilities Lease, the Ground Lease or any agreement or instrument to which the Corporation is a party, used or contemplated for use in the consummation of the transactions contemplated hereby; and

SECTION 5. Waiver and Disclaimer of Warranties. The Board acknowledges that the Corporation has not made any representations or warranties as to the suitability or fitness of the
Facilities for the needs and purposes of the Board or for any other purpose. The Board affirmatively reserves its rights against all parties except the Corporation in this regard.

The Board further declares and acknowledges that the Corporation, in connection with this Facilities Lease, does not warrant that the Facilities will be, upon completion of construction free from redhibitory or latent defects or vices and hereby releases the Corporation of any liability for redhibitory or latent defects or vices under Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Article 2695. The Board declares and acknowledges that it does hereby waive the warranty of fitness for intended purposes and guarantee against hidden or latent redhibitory defects and vices under Louisiana law, including Louisiana Civil Code Articles 2476 and 2695, and waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, et seq. The Board further declares and acknowledges that this waiver has been brought to the attention of the Board and explained in detail that the Board has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibition defects and vices for the Facilities.

The Corporation disclaims and the Board waives any warranties and representations with respect to compliance with Governmental Regulations, including Environmental Requirements, or the disposal of, or existence in, on, under, or about the Facilities of any Hazardous Substance. The Board acknowledges that the Corporation reserves in this Facilities Lease all rights to recover from the Board all costs and expenses imposed on the Corporation to bring the Facilities into compliance with any Environmental Requirement, and all costs of Remediation or cleanup of any such Hazardous Substance imposed on the Corporation or the Board, which shall be payable by the Board as Additional Rent hereunder to the extent imposed upon the Corporation. The Board affirmatively reserves its right against all parties except the Corporation in this regard.

The obligations and liabilities of the Corporation undertaken in this Facilities Lease do not give rise to any personal obligation or liability of the officers, directors, members or other persons or entities affiliated with the Corporation.

SECTION 6. Reserved.

SECTION 7. Rental.

(a) Commencing on the Commencement Date and continuing throughout the Term, the Board shall pay to the Corporation, at the address set forth herein, or such other place as the Corporation may designate from time to time in writing, as annual rent for the Leased Property ("Base Rental"), the sum of $1.00 per year. The Base Rental shall be due and payable annually in advance, with the first such payment of Base Rental being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term. In addition, the Board, for and in consideration of the Corporation entering into the Ground Lease, constructing the Facilities in accordance with the Ground Lease and subleasing the Leased Property and leasing the Facilities to the Board pursuant to the terms hereof, hereby covenants and agrees to also pay the Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the Rental payable under this Facilities Lease.
(b) The Board agrees to pay as Additional Rental any and all expenses, of every nature, character, and kind whatsoever, incurred by the Corporation, on behalf of the Board, and/or by the Board or UL Lafayette in the management, operation, ownership, and/or maintenance of the Facilities, including, but not limited to, the following costs and expenses:

(i) all taxes, assessments and impositions against the Facilities, including without limitation, ad valorem taxes attributed to the Corporation on behalf of the Board or to the Board (and any tax levied in whole or in part in lieu of or in addition to ad valorem taxes);

(ii) any costs incurred by the Corporation in maintaining the Facilities for the Board and making any alterations, restorations and replacements to the Facilities;

(iii) insurance premiums and other charges for insurance obtained with respect to the Facilities including insurance premiums, if any, on all insurance required under the provisions of Section 10 of this Facilities Lease;

(iv) any Default or Delay Rentals;

(v) all costs incurred by the Corporation in connection with its performance of its obligations relating to the Facilities and/or the Leased Property under the Ground Lease;

(vi) litigation expenses, if any, incurred pursuant to Section 46 hereof;

(vii) any reimbursement amounts payable pursuant to Section 20 hereof or pursuant to any other provision hereof;

(viii) additional rental payable pursuant to Section 13(a) and (b) hereof; and

(ix) any other costs, charges, and expenses commonly regarded as ownership, maintenance, and Operating Expenses, if any, incurred by the Corporation under this Facilities Lease.

Amounts constituting Additional Rental payable hereunder shall be paid by the Board directly to the person or persons to whom such amounts shall be due. The Board shall pay all such amounts when due or within ninety (90) days after notice in writing to the Board stating the amount of the Additional Rental then due and the purpose thereof.

(c) The payments of the Base Rental and Additional Rental under this Facilities Lease for each Fiscal Year or portion thereof during the Term shall constitute the total Rental for such Fiscal Year or portion thereof and shall be paid by the Board for and in consideration of the construction by the Corporation of the Facilities and the right to the use and occupancy of the Facilities by the Board for and during such Fiscal Year or portion thereof.
(d) This Facilities Lease is intended to be at triple net lease. The Board agrees that
the Rental provided for herein shall be an absolute net return to the Corporation free and clear of
any expenses, charges, taxes or set-offs whatsoever of any kind, character or nature, it being
understood and agreed to by the Board that the Board shall bear responsibility for the payment of
all costs and expenses associated with the ownership, operation, and maintenance of the
Facilities. Under no circumstances will the Corporation be required to make any payment on the
Board’s behalf or for the Board’s benefit under the Facilities Lease, or assume any monetary
obligation of the Board under this Facilities Lease, or with respect to the Facilities.

SECTION 8. Operation, Alterations, Maintenance, Repair, Replacement and Security
Service.

(a) The Board or UL Lafayette shall be responsible for procuring and maintaining or
cause to be procured or maintained all services necessary or required in order to adequately
operate the Facilities in accordance with the Permitted Use including, but not limited to,
administrative support. The Board shall continuously operate or cause to be operated the
Facilities from the Commencement Date and continuing for the remainder of the Term for the
Permitted Use, and in accordance with all Governmental Regulations.

(b) The Board or UL Lafayette shall be responsible for maintaining the Facilities and
shall make or contract or cause to be made or contracted with a suitable contractor selected in
accordance herewith for the making of all alterations, repairs, restorations, and replacements to
the Facilities, including without limitation the heating, ventilating, air conditioning, mechanical,
electrical, elevators, plumbing, fire, sprinkler, and theft alarm systems, air and water pollution
control and waste disposal facilities, structural roof, walls, and foundations, fixtures, equipment,
and appurtenances to the Facilities as and when needed to preserve them in good working order,
condition and repair (ordinary wear and tear excepted), regardless of whether such repairs,
alterations, restorations or replacements are ordinary or extraordinary, foreseeable or
 unforeseeable, or are at the fault of the Corporation or some Other Party. All alterations, repairs,
restoration, or replacements shall be of a quality and class equal to or better than the quality and
class presently located at the Facilities.

(c) The Board and UL Lafayette shall have the right during the Term to cause the
Corporation or some Other Party to make or construct any additions or improvements to the
Facilities, alter the Facilities, attach fixtures, structures, or signs to or on the Facilities, and affix
personal property to the facilities without the Corporation’s prior written consent to the extent
allowed under the terms of any insurance covering the Facilities. All such alterations,
 improvements, additions, attachments, repairs, restorations, and replacements of all or any
portion of the Facilities shall (i) be at the sole cost and expense of the Board; (ii) be constructed
in a good and workmanlike manner; and (iii) be in compliance with all Governmental
Regulations.

(d) The Board or UL Lafayette shall provide or cause to be provided all security
service, custodial service, janitorial service, trash disposal, landscaping and all other services
necessary for the proper upkeep and maintenance of the Facilities as required herein. The Board
acknowledges that the Corporation has made no representations or warranty with respect to systems and/or procedures for the security of the Facilities, any persons occupying, using or entering the Facilities, or any equipment, furnishings, or contents of the Facilities. It is the responsibility of the Board, through the Corporation and/or UL Lafayette to cause to be provided, at the sole cost and expense of the Board, for the security of persons on or entering the Facilities and/or property located at the Facilities, in accordance with reasonable and prudent business practices.

SECTION 9. Utilities. All utilities which are used or consumed in or upon or in connection with the Facilities during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash removal, light, cable, heat, telephone, power, computer data and other utilities necessary for the operation of the Facilities (“Utility Service”) shall be the responsibility of the Board and/or UL Lafayette. Payments for Utilities Services provided to the entire Facilities (or to the common area of the Facilities) under such contract or contracts therefor as the Board or UL Lafayette may make shall be made by the Board or UL Lafayette directly to the respective utility companies furnishing such Utility Services.

The Corporation shall have no responsibility to the Board for the quality or availability of Utility Service to the Facilities, or for the cost to procure the Utility Service. The Board shall reimburse the Corporation for all utilities used in the Facilities to the extent such utilities are procured at the expense of the Corporation. The Corporation shall not be in Default under this Facilities Lease or be liable to the Board or any Other Person for direct or consequential damage, or otherwise, for any failure in supply of any Utility Service, heat, air conditioning, elevator service, cleaning service, lighting, security, or for surges or interruptions of electricity.

SECTION 10. Insurance.

(a) The Board shall secure and maintain or cause to be secured and maintained at the Board’s sole cost and expense:

(i) A policy or policies covering the Facilities against loss or damage by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge, and against such other perils, as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance shall be not less than the greater amount of the Bonds outstanding or one hundred percent (100%) of the full replacement cost of the Facilities, without deduction for depreciation, but in no event shall the amount of the insurance be at any time less than the full replacement costs of the Facilities, adjusted to comply with any applicable co-insurance provisions of such insurance policy. Full payment of insurance proceeds shall not be contingent on the degree of damage sustained at other Board facilities. The policy or policies covering such loss must explicitly waive any co-insurance penalty.

(ii) A policy of comprehensive public liability insurance with respect to the Facilities and the operations related thereto, whether conducted on or off
the Facilities, against liability for personal injury (including bodily injury and death) and property damage of not less than $5,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability, water damage legal liability, motor vehicle liability for all owned and non-owned vehicles, including rented or leased vehicles.

(iii) A policy insuring against demolition, pile driving and any precarious work.

(iv) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus, but only if steam boilers, pressure vessels or similar apparatus are installed on the Facilities, in an amount not less than $5,000,000 with deductible provisions not exceeding $100,000 per accident.

(v) Workers’ compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such workers’ compensation insurance to cover all persons employed by the Corporation in connection with the Facilities and to cover full liability for compensation under any such act aforesaid.

(b) The Board shall secure and maintain or cause to be secured and maintained at its sole cost and expense a policy of comprehensive public liability insurance with respect to the Facilities and its operation and management thereof, against liability for personal injury (including bodily injury and death) and property damage, of not less than $5,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability, water damage legal liability, motor vehicle liability for all owned and non-owned vehicles, including rented or leased vehicles.

(c) The Board may self-insure, obtain commercial coverage, or a combination thereof in order to comply with the insurance required to be maintained under this Section 10. All insurance required in this Section and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A by Best’s Insurance Reports (property liability) or in the two highest rating categories of S&P and Moody’s. All insurance policies provided by the Board shall expressly provide that the policies will not be canceled or altered without 30 days’ prior written notice to the Board and the Bond Insurer; and shall, to the extent obtainable, provide that no act or omission of the Corporation or the Board, which would otherwise result in forfeiture or reduction of the insurance, will affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

All policies of insurance that the Board is obligated to maintain according to this Facilities Lease (other than any policy of worker’s compensation insurance) will name the
Corporation, the officers and directors of the Board and of the Corporation and such Other Persons or firms as the Board specifies from time to time as additional insureds. Original or copies of original policies (together with copies of endorsements naming the Board, and any others specified by the Board, as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to the Board prior to the Board’s occupancy of the Facilities and from time to time at least 30 days prior to the expiration of the term of each policy.

Proceeds of insurance received and/or the amount of any loss that is self-insured with respect to destruction of or damage to any portion of the Facilities by fire, earthquake or other casualty or event shall be applied in accordance with the provisions of Section 11 of this Facilities Lease.

(d) If the Facilities are self-insured through the Office of Risk Management, Division of Administration, State of Louisiana, the insurance provisions of this Section shall be deemed as having been satisfied.

SECTION 11. Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, war, nuclear explosion or otherwise (collectively “Casualty”) or in consequence of any foreclosures, attachments, levies or executions; or the taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings (collectively “Expropriation”) is expressly assumed by the Board. The Corporation shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs or counter claims with respect to its Base Rental, Additional Rental or any other obligations hereunder.

SECTION 12. Application of Insurance Proceeds; Condemnation Award. If all or any portion of the Facilities is damaged or destroyed by a Casualty, or is taken by Expropriation proceedings, the Corporation shall, upon receipt of notice from the Board instructing the Corporation to do so, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement of the Facilities. The proceeds of any insurance, including the proceeds of any self-insurance fund, or of any Expropriation award or payment in lieu of Expropriation, received on account of any damage, destruction or taking of all or any portion of the Facilities shall be applied to such restoration, repair and replacement.

In the event it is necessary to restore or replace the Facilities in a different location because of the Expropriation of all or a portion of the Facilities, the Corporation and the Board agree to amend or enter into a new Facilities Lease and Ground Lease in accordance with Sections 13.02 and 13.03 of the Ground Lease. In the event the Board, pursuant to the Ground Lease, decides not to repair, restore or replace the Facilities for any reason, all insurance proceeds received or payable as a result of such Casualty, or all proceeds received or payable as a result of Expropriation proceedings (including payments received or payable in lieu of Expropriation) shall belong to the Board, and this Facilities Lease and the Ground Lease shall terminate.
SECTION 13. Encumbrances.

(a) Payment by the Board. The Board shall pay or cause to be paid all costs and charges for alterations, improvements, additions, repairs and maintenance ("Work") done by the Board or caused to be done by the Board in or to the Facilities, and for all materials furnished for or in connection with such Work. The Corporation reserves all rights to collect for any loss or damage sustained or incurred by the Corporation resulting from any and all Encumbrances, demands or liabilities arising on account of the Work, which shall be payable by the Board as Additional Rent hereunder.

(b) Failure to Discharge. If the Board fails to pay any charge for which an Encumbrance has been filed, and the Facilities or any portion thereof is placed in imminent danger of being seized, the Corporation may, but shall not be obligated to, pay such charge and related costs and interest, and the amount so paid, together with reasonable Legal Expenses incurred in connection with such Encumbrance, will be immediately due from the Board to the Corporation as Additional Rental. Nothing contained in this Facilities Lease will be deemed the consent or agreement of the Corporation subject to the Corporation’s interest in the Facilities to liability under an Encumbrance, or any mechanics’, materialman’s or other lien law. If the Board receives written notice that an Encumbrance has been or is about to be filed against the Facilities, or that any action affecting title to the Facilities has been commenced on account of Work done by or for the Board or for materials furnished to or for the Board, it shall immediately give the Corporation Notice of such notice.

(c) Notice of Non-responsibility. The Corporation will have the right to post notices of non-responsibility or similar written notices on the Facilities in order to protect the Facilities against any such claimants.


(a) Neither this Facilities Lease nor any interest of the Board herein shall be mortgaged, pledged, assigned or transferred by the Board by voluntary act or by operation of law, or otherwise; provided, however, the Board may sublease all or any portion of the Facilities, or grant concessions involving the use of all or any portion of the Facilities, whether such concessions purport to convey a leasehold interest or a license to use all or a portion of the Facilities, to any Permitted Sublessee. The Board shall, at all times, remain liable for the performance of the covenants and conditions on its part to be performed under this Facilities Lease (including, without limitation, the payment of Base Rental and Additional Rental), notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the Board from its obligations to pay Base Rental and Additional Rental as provided in this Facilities Lease or to relieve the Board from any other obligations contained herein.

(b) Except as set forth in Section 14(b) the Corporation shall not sell or assign its interest in the Facilities or this Facilities Lease without the prior written consent of the Board.
SECTION 15. **Additions and Improvements Removal.** At the expiration of the Term, or termination of this Facilities Lease, all alterations, fixtures, improvements, and additions made to, in, or on the Facilities by the Board or UL Lafayette, and all equipment placed upon the Facilities, which are incorporated into or made component parts of the Facilities shall remain the property of the Board.

Title to all property, furniture, equipment, fixtures, and other property installed at or placed upon the Facilities by the Board which is not incorporated into or made a component part of the Facilities shall remain the property of the Board. The Board hereby agrees to replace such property from time to time as such property becomes worn out, obsolete, inadequate, unsuitable or undesirable. The Board may add or remove such property from time to time, and upon expiration of the Term.

SECTION 16. **Right of Entry.** Representatives of the Corporation shall, subject to reasonable security precautions, and upon giving the Board not less than 24 hours advance Notice, have the right to enter upon the Facilities during reasonable business hours and in accordance with the applicable law with respect to inspection of individual living quarters (and in emergencies without notice and at all times) (i) to inspect the same, (ii) for any purpose connected with the rights or obligations of the Corporation under this Facilities Lease, or (iii) for all other lawful purposes.

SECTION 17. **Mortgage Prohibition.** The Corporation shall not be entitled to mortgage or grant a security interest in the Facilities.

SECTION 18. **Sale of Facilities: Attornment; and Conveyance and Transfer of the Corporation’s Interest.** If a person other than the Corporation shall succeed to the rights of the Corporation hereunder (in any case with the prior written consent of the Board as required hereby), upon the declaration of the successor to the Corporation’s interest in this Facilities Lease, the Board agrees to fully attorn to and recognize any such successor as the Board’s landlord under this Facilities Lease upon the then existing terms of this Facilities Lease, provided that such successor shall agree in writing to accept the Board’s attornment and not to disturb the Board’s possession so long as the Board shall observe the provisions and all covenants of this Facilities Lease. This attornment provision shall inure to the benefit of any such successor and shall be self-operative upon the election and declaration by such successor, and no further instrument shall be required to give effect to the provisions. However, the Board agrees to evidence and confirm the foregoing attornment provisions by the execution and delivery of instruments in recordable form satisfactory to such successor.

If the Facilities, or any part thereof, shall be sold or otherwise transferred by sale, assignment, transfer or other contract, or by operation of law or otherwise (with the prior written consent of the Board as required hereby), and if such written consent specifically so provides, the Corporation shall be automatically and entirely released and discharged to the extent of the interest in or the portion of the Facilities sold, assigned or transferred from and after the effective date of such sale, assignment or transfer of all liability for the performance of any of the covenants of this Facilities Lease on the part of the Corporation thereafter to be performed. The purchase, assignee or other transferee of the Facilities shall be deemed to have agreed to perform
such covenants of the Corporation from and after the date of such assignment or sale during such transferee’s period of ownership of the Corporation’s interest under this Facilities Lease all without further agreement between the Corporation, its successor and the Board, including to operate the Facilities for a Permitted Use. The Corporation’s transferee shall not be held responsible for the performance of any of the covenants of this Facilities Lease on the part of the Corporation required to be performed prior to such sale and transfer, the Board reserving its rights against the Corporation for any unperformed covenants prior to such sale or transfer.

SECTION 19. Quiet Enjoyment. The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or UL Lafayette, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Facilities during the Term and may exercise all of its rights hereunder; and the Corporation agrees to warrant and forever defend the Board’s right to such occupancy, use, and enjoyment and the title to the Facilities against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Facilities Lease.

SECTION 20. Environmental Compliance and Indemnity.

(a) Environmental Compliance. The Board or UL Lafayette shall operate or cause to be operated the Facilities in compliance with all Environmental Requirements continuously during the Term, and for such periods of time prior to the Commencement Date and after the Expiration Date, as long as the Board is in possession of the Facilities, in whole or in part. The Board shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Facilities, except for such Hazardous Substance as is necessary or useful to the operation of the Facilities.

(b) The Board’s Liability. If the Board fails to comply with any of the foregoing warranties, representations, and covenants, and removal or Remediation of any Hazardous Substance found on the Facilities is required by Environmental Requirements or Governmental Authority, the Board shall promptly undertake the removal or Remediation of such Hazardous Substance, at the Board’s sole cost and expense. In the event the Board fails or refuses to undertake such removal or Remedial actions, the Corporation may cause the removal or Remediation (or other cleanup reasonable acceptable to the Corporation) of any such Hazardous Substance from the Facilities. The reasonable costs of removal, Remediation, or any other cleanup (including transportation and storage costs) will be considered as Additional Rental under this Facilities Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable within 90 days of written demand by the Corporation. In connection therewith, the Board will give the Corporation, its agents, and employees access to the Facilities to remove, remediate, or otherwise clean up any Hazardous Substance. The Corporation, however, has no affirmative obligation to remove, remediate, or otherwise clean up any Hazardous Substance, and this Facilities Lease will not be construed as creating any such obligation. The Board hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of any Hazardous Substance located in or about the Facilities by the Board.

(a) The Corporation hereby reserves all of its rights to recover from the Board for any and all Claims asserted against the Corporation, including Litigation Expenses arising out of or by reason of:

(i) any injury to or death of any person or damage of property occurring on or about the Facilities occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Board in connection with the lease, the operation and management of the Facilities; or

(ii) any failure, breach, or default on the part of the Board in the performance of or compliance with any of the obligations of the Board under the terms of this Facilities Lease.

(b) Notwithstanding the fact that it is the intention of the parties that the Corporation shall not incur any pecuniary liability by reason of the terms of this Facilities Lease or the undertakings required of the Corporation hereunder, nevertheless, if the Corporation should incur any such pecuniary liability, then in that event, the Corporation shall be entitled to assert all rights and remedies granted in law or in equity to recover from the Board the amount of any pecuniary liability incurred by the Corporation, plus all Litigation Expenses incurred in defense of such liability.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Corporation contained in this Facilities Lease or any Claim based thereon against the Corporation or any successor thereto or member thereof, either directly or through the Corporation whether by virtue of any constitutional provision, statute, or rule of law. This Facilities Lease and the obligations of the Corporation hereunder, and any Claim asserted against the Corporation are solely corporate obligations, and the enforcement of any obligation or Claim shall be limited solely to the Corporation’s interest in the Facilities. No personal liability shall attach to, or be incurred by, any officer, director, agent, employee or member of the Corporation and the Board acknowledges that all personal liability of any character against every such officer, director, agent, employee or member by the execution of this Facilities Lease is expressly waived and released, except to the extent that such liability relates to any criminal act, intentional misconduct, or fraud. The immunity of any officer, director, agent, employee or member of the Corporation under the provisions contained in this Section 21 shall survive any acquisition of the Facilities by the Board and the expiration or other termination of this Facilities Lease.

SECTION 22. Default by Board. If (i) the Board, on behalf of UL Lafayette, shall fail to pay any Base Rental payment required to be so paid pursuant to Section 7 hereof by the close of business on the day such deposit is required pursuant to Section 7 hereof, or (ii) the Board shall fail to pay or discharge any monetary obligation under this Facilities Lease (other than the payment of Base Rental) as and when due, or within 30 days after receipt of Notice from the Corporation that such sums are due and owing; or (iii) the Board shall breach any nonmonetary terms, covenants or conditions herein, and shall fail to remedy any such breach with all
reasonable dispatch within a period of time after written notice thereof from the Corporation and/or UL Lafayette to the Board, then and in any such event the Board shall be deemed to be in demand or notice to terminate this Facilities Lease on the earliest possible date permitted by law or on any later date specified in any Notice given to the Board, in which case, the Board’s right to possession of the Facilities will cease and this Facilities Lease will be terminated, without, however, waiving the Corporation’s right to collect all Rental and other payments due or owing for the period up to the time the Corporation regains possession, and to enforce other obligations of the Board which survive termination of this Facilities Lease, and in such event the Corporation may without any further demand or notice reenter the Facilities and eject all parties in possession thereof. The foregoing remedies of the Corporation are in addition to and not exclusive of any other remedy of the Corporation available by law. Any such reentry shall be allowed by the Board without hindrance, and the Corporation shall not be liable in damages for any such reentry or be guilty of trespass. The Corporation understands and agrees that upon its termination of the Board’s right to possession of the Facilities or termination of this Facilities Lease, the Corporation, upon its reentry of the Facilities, shall be allowed to use the Facilities solely for the Permitted Use and shall be subject to all applicable Governmental Regulations heretofore or hereafter enacted by any Governmental Authority relating to the use and operation of the Facilities.

Notwithstanding any other provision of this Facilities Lease in no event shall the Corporation have the right to accelerate the payment of any Base Rental payment hereunder.

SECTION 23. Cumulative Remedies. Each right and remedy provided for in this Facilities Lease is cumulative and is in addition to every other right or remedy provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Corporation of anyone or more of the rights or remedies provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the Corporation of any or all other rights or remedies provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by the Corporation in collecting any amounts and damages owing by the Board pursuant to the provisions of this Facilities Lease or to enforce any provision of this Facilities Lease, including reasonable Litigation Expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by the Corporation, will also be recoverable by the Corporation as Additional Rental from the Board. The waiver by the Corporation of any term, covenant or condition hereof shall not operate as a waiver by the Board of any breach by the Corporation of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 24. Reserved.

SECTION 25. Severability. If any provisions of this Facilities Lease shall be invalid inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such
circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Facilities Lease shall not affect the remaining portions of this Facilities Lease, or any part thereof.

SECTION 26. Reserved.

SECTION 27. Reserved.

SECTION 28. Reserved

SECTION 29. Reserved.

SECTION 30. Execution. This Facilities Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Facilities Lease.

SECTION 31. Law Governing. This Facilities Lease is made in the State of Louisiana under the Constitution and laws of the State of Louisiana and is to be governed by the laws of the State of Louisiana.

SECTION 32. Reserved.

SECTION 33. Exculpatory Provision/In Rem Obligation. In the exercise of the powers of the Corporation and its trustees, officers, employees and agents under this Facilities Lease, the Corporation shall not be accountable or liable to the Board (i) for any actions taken or omitted by its officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Facilities Lease against any officer, employee or agent of the Corporation in his or her personal capacity, all such liability, if any, being expressly waived by the Board by the execution of this Facilities Lease, except to the extent that such liability relates to any criminal act, intentional misconduct or fraud.

The Board specifically agrees to look solely to the Corporation’s interest in the Facilities for the recovery of any judgments from the Corporation. It is agreed that the Corporation will not be personally liable for any such judgments, or incur any pecuniary liability as a result of this Facilities Lease to the Board, or the breach of its obligations hereunder. The Corporation’s liability under this Facilities Lease is “in rem” as to its interest in the Facilities. The provision contained in the preceding sentences are not intended to and will not limit any right the Board might otherwise have to obtain injunctive relief against the Corporation or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Corporation.

SECTION 34. Reserved.
SECTION 35. Reserved.

SECTION 36. No Construction Against Drafting Party. The Corporation and the Board acknowledge that each of them and their counsel have had an opportunity to review this Facilities Lease and that each Party was responsible for the drafting thereof.

SECTION 37. Time of the Essence. Time is of the essence of each and every provision of this Facilities Lease.

SECTION 38. No Waiver. The waiver by the Corporation of any agreement, condition or provision contained in this Facilities Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Facilities Lease, nor will any custom or practice that may arise between the Parties in the administration of the terms of this Facilities Lease be construed to waive or to lessen the right of the Corporation to insist upon the performance by the Board in strict accordance with the terms of this Facilities Lease. The subsequent acceptance of Rental by the Corporation will not be deemed to be a waiver of any preceding breach by the Board of any agreement, condition, or provision of this Facilities Lease, other than the failure of the Board to pay the particular Rental so accepted, regardless of the Corporation’s knowledge of such preceding breach at the time of acceptance of such Rental.

SECTION 39. Survival. To the extent permitted by law and to the extent such will not constitute the incurrence of debt by the Board, all of the Corporation’s remedies and rights of recovery under Sections 20, 21 and 22 of this Facilities Lease shall survive the Term.

SECTION 40. Counterparts. This Facilities Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 41. Estoppel Certificates. At any time and from time to time, but within 10 days after prior written request by the Corporation, the Board will execute, acknowledge, and deliver to the Corporation, promptly upon request but only to the extent accurate, a certificate certifying (i) that this Facilities Lease is unmodified and in full force and effect or, if there have been modifications, that this Facilities Lease is in full force and effect, as modified, and stating the date and nature of each modification; (ii) the date, if any, to which Rental and other sums payable under this Facilities Lease have been paid; (iii) that no Notice of any default has been delivered to the Corporation which default has not been cured, except as defaults specified in said certificate; (iv) that there is no Event of Default under this Facilities Lease or an event which, with Notice or passage of time, or both, would result in an Event of Default under this Facilities Lease, except for defaults specified in said certificate; and (v) such other matters as may be reasonably requested by the Corporation. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Facilities or any part thereof. The Board’s failure to notify the Corporation of any inaccuracies in the proposed certificate within the specified time period shall be conclusive evidence that the matters set forth in the certificate are accurate and correct.
SECTION 42. Waiver of Jury Trial. The Corporation waives trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Facilities Lease against the other on any matters whatsoever arising out of or in any way connected with this Facilities Lease, the relationship of the Corporation and the Board, the Board’s or UL Lafayette’s use or occupancy of the Facilities, or any other Claims arising hereunder.

SECTION 43. Written Amendment Required. No amendment, alteration, modification of, or addition to the Facilities Lease will be valid or binding unless expressed in writing and signed by the Corporation and the Board.

SECTION 44. Entire Agreement. This Facilities Lease and the exhibits and addenda, if any, contain the entire agreement between the Corporation and the Board. No promises or representation, except as contained in this Facilities Lease, have been made to the Board respecting the condition or the manner of operating the Facilities.

SECTION 45. Signs. The Board or UL Lafayette may attach any sign on any part of the Facilities, or in the halls, lobbies, windows, or elevator banks of the Facilities, without the Corporation’s approval. The Board may name the Facilities and change the name, number, or designation of the Facilities, without the Corporation’s prior consent.

SECTION 46. Litigation Expenses. The Board will pay the Corporation as Additional Rental all reasonable Litigation Expenses and all other reasonable expenses which may be incurred by the Corporation in enforcing any of the obligations of the Board under this Facilities Lease, in exercising its rights to recover against the Board for loss or damage sustained in accordance with the provisions of this Facilities Lease, or in any litigation or negotiation in which the Corporation shall, without its fault, become involved through or because of this Facilities Lease.

SECTION 47. Brokers. The Corporation and the Board respectively represent and warrant to each other that neither has consulted or negotiated with any broker or finder with regard to the Facilities.

SECTION 48. No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on any of the lands constituting the Facilities, or on lands adjacent to the Facilities, will in no way affect this Facilities Lease or impose any liability on the Corporation. This Facilities Lease does not grant any rights to light, view, and/or air over the Facilities whatsoever.

SECTION 49. Binding Effect. The covenants, conditions, and agreements contained in this Facilities Lease will bind and inure to the benefit of the Corporation and the Board and their respective permitted assigns.

SECTION 50. Reserved.

SECTION 51. Rules of Interpretation. The following rules shall apply to the construction of this Facilities Lease unless the context requires otherwise: (a) the singular
includes the plural and the plural includes the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words “including”, “includes” and “include” shall be deemed to be followed by words “without limitation”; (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivision of sections), exhibits, appendices, annexes or schedules are to those of this Facilities Lease unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments; (h) references to Persons include their respective successors and assigns to the extent successors or assigns are permitted or not prohibited by the terms of this Facilities Lease; (i) any accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (j) “or” is not exclusive; (k) provisions apply to successive events and transactions; (l) references to documents or agreements which have been terminated or released or which have expired shall be of no force and effect after such termination, release, or expiration; (m) references to mail shall be deemed to refer to first-class mail, postage prepaid, unless another type of mail is specified; (n) all references to time shall be to Lafayette, Louisiana time; (o) references to specific persons, positions, or officers shall include those who or which succeed to or perform their respective functions, duties, or responsibilities; and (p) the terms “herein”, “hereunder”, “hereby”, “hereof”, and any similar terms refer to this Facilities Lease as a whole and not to any particular articles, section or subdivision hereof.

SECTION 52. Relationship of Parties. The relationship of the Parties shall be one of lessor and lessee only, and shall not be considered a partnership, joint venture, license arrangement or unincorporated association. The Corporation is not controlled by the Board or under the control of any Person also in control of the Board.

SECTION 53. Law Between the Parties. This Facilities Lease shall constitute the law between the Parties, and if any provision of this Facilities Lease is in conflict with the provisions of “Title IX – Of Lease” of the Louisiana Civil Code, Articles 2669 through 2777, inclusive, the provisions of this Facilities Lease shall control.

SECTION 54. Notices. All notices, filings and other communications (“Notice”) shall be in writing and shall be sufficiently given and served upon the other parties if delivered by hand directly to the persons at the addresses set forth below, or shall be sent by first class mail, postage prepaid, addressed as follows:

Corporation:
Nicholas Gachassin, Jr., Chairman
Gachassin Law Firm
200 Corporate Boulevard, Suite 103
Lafayette, Louisiana 70508

B. Hunter Trahan, Vice Chairman
Ragin Cajun Facilities, Inc.
c/o University of Louisiana at Lafayette
104 University Circle
Lafayette, Louisiana 70503

Stephen J. Oats
Oats & Marino, A Partnership of Professional Corporations
100 E. Vermillion Street, Suite 400
Lafayette, LA 70501

Board:
Board of Supervisors for the University of Louisiana System
Claiborne Building, Suite 7-300
1201 North Third Street
Baton Rouge, Louisiana 70802
Attention: Assistant Vice President of Facilities Planning

With copies at the same time to:
UL Lafayette:
   University of Louisiana at Lafayette
   PO Drawer 41008
   Lafayette, Louisiana 70504
   Attention: E. Joseph Savoie, President
THUS DONE AND PASSED, on the __ day of __________, 2016, in the Parish of Lafayette, State of Louisiana, the undersigned party having affixed his signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By:

E. Joseph Savoie, President
University of Louisiana at Lafayette
Authorized Representative

Notary Public

THUS DONE AND PASSED, on the __ day of __________, 2016, in the Parish of Lafayette, State of Louisiana, the undersigned party having affixed his signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

RAGIN' CAJUN FACILITIES, INC.

By:

Nicholas Gachassin, Jr., Chairman

Notary Public
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this ___ day of __________, 2016, before me, the
undersigned authority, duly commissioned, qualified and sworn within and for the State and
Parish aforesaid, personally came and appeared:

E. JOSEPH SAVOIE

to me known to be the identical person who executed the above and foregoing instrument, who
declared and acknowledged to me, Notary, in the presence of the undersigned competent
witnesses, that he is the duly appointed Authorized Representative of the Board of Supervisors
for the University of Louisiana System (the “Board”), that the aforesaid instrument was signed
by him, on this date, on behalf of the Board and that the above named person acknowledges said
instrument to be the free act and deed of the Board.

WITNESSES:

Printed Name: ____________________________

________________________________________

E. Joseph Savoie, President
University of Louisiana at Lafayette
Authorized Representative

Printed Name: ____________________________

________________________________________

NOTARY PUBLIC
Printed Name: ____________________________
Bar Roll/Notary I.D. No.: ___________________
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this ____ day of __________, 2016, before me, the
undersigned authority, duly commissioned, qualified and sworn within and for the State and
Parish aforesaid, personally came and appeared:

NICHOLAS GACHASSIN, JR.

to me known to be the identical person who executed the above and foregoing instrument, who
declared and acknowledged to me, Notary, in the presence of the undersigned competent
witnesses, that he is the Chairman of the Ragin Cajun Facilities, Inc. (the "Corporation"), and
that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and
that the above named person acknowledges said instrument to be the free act and deed of the
Corporation.

WITNESSES:

Printed Name: ____________________________ Nicholas Gachassin, Jr., Chairman

Printed Name: ____________________________

__________________________
NOTARY PUBLIC
Printed Name: ____________________________
Bar Roll/Notary I.D. No.: ___________________
EXHIBIT “A”

FACILITIES

The Project will include the renovation and expansion of the M.L. “Tigue” Moore Baseball Field, which will include the removal of the existing concrete seating and press-box structure as well as the construction of a new contemporary facility including improvements to spectator accommodations, additional club seating, modern press facilities, box suites, coach and staff offices, coach and staff locker rooms, equipment storage, athletic training, team meeting room, up-to-date restrooms and concession areas, and new sports lighting, to be renovated and/or constructed by the Corporation in accordance with the Ground Lease and the Plans and Specifications.
EXHIBIT “B”

LEASED PROPERTY

As referenced in a survey dated November 11, 2015 by Ronkartz-Oestriecher (Job reference 13012-01), starting from control point 1 (CP3) bearing N79° 15' 21"E for 29.62', then S80° 40' 30"E for 23.92', then S38° 03' 29"E for 226.89', then S03° 45' 20"E for 145.91', then S51° 34' 19"W for 54.13', then S36° 47' 36"E for 208.65', then S56° 53' 24"W for 454.73', then N36° 45' 43"W for 431.50', then N54° 22' 19"E for 67.56', then N35° 41' 44"W for 50.32', then N53° 21' 39"E for 119.93', then N36° 12' 03"W for 66.81', then N53° 08' 12"E for 376.50' returning to CP3.
Item G.7. University of Louisiana at Monroe’s request for approval to demolish a storage building located at 4001 Bon Aire Drive on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish a storage building located at 4001 Bon Aire Drive. The building was built in 1961 and is only 520 square feet. It has most recently been used as a storage facility for the Property Control Department, but has begun to leak too severely to properly store any equipment or furniture. Modifications and repairs to the structure are not cost effective as this space is not conducive to anything other than storage.

Please refer to the attached summary and photos describing and depicting 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 the University of Louisiana at Monroe’s request to demolish a storage building located at 4001 Bon Aire Drive on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
Dr. Daniel D. Reneau  
Interim President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

RE: University of Louisiana at Monroe (ULM)  
Request to Approve Demolition of Storage Building  
February 23, 2016 ULS Board Meeting

Dear Dr. Reneau,

The University of Louisiana at Monroe is requesting approval to proceed with demolition of a small storage building on campus with the state id #S08926. The building has been cleaned out and is no longer in use. I have enclosed an executive summary providing detailed information on the building. Please include ULM’s request for approval on the February 23, 2016 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the demolition from the Board of Regents at the February 22, 2016 meeting.

Should you have any questions or need further information, please contact Michael Davis, ULM Facilities Planning Officer. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdavis@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.  
President

cc: Dr. William Graves, ULM Chief Business Officer  
    Michael Davis, ULM Facilities Planning Officer  
    Bruce Janet, UL System Director of Internal and External Audit  
    Mark Moses, Facilities Planning & Control Director
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2016

Item G.8. Nicholls State University's request for approval to rename the Production Kitchen in Bistro Ruth in the Lanny D. Ledet Culinary Arts Building to The Lorio Foundation Kitchen at Bistro Ruth.

EXECUTIVE SUMMARY

The University is requesting approval to rename the Production Kitchen in Bistro Ruth located in The Lanny D. Ledet Culinary Arts Building to The Lorio Foundation Kitchen at Bistro Ruth.

The Lorio Foundation has financially partnered with Nicholls for several projects over the past few years. The Lorio Foundation recently made a contribution to Nicholls in the sum of $250,000 to have the production kitchen named for the Lorio Foundation to honor their support of Nicholls State University.

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 rename the Production Kitchen in Bistro Ruth in the Lanny D. Ledet Culinary Arts Building to The Lorio Foundation Kitchen at Bistro Ruth.
January 27, 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 enclosed items to be placed on the agenda for the February 23, 2016, meeting of the Board of Supervisors for the University of Louisiana System:

*In the Lanny D. Ledet Culinary Arts Building:*

1. *Name the Production Kitchen in Bistro Ruth - The Lorio Foundation Kitchen at Bistro Ruth*

*In Talbot Hall:*

1. *Rename The Mary M. Danos Theater - The Mary and Al Danos Theater*

Please see attached justification. 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. Ronnie Rodriguez, Chief Financial Officer
Mrs. Stacy LeJeune, Internal Auditor
Dr. Brigett Scott, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
Mr. Michael Matherne, Unclassified Staff Advisory Council President
Ms. Rhonda Zeringue, Classified Staff Committee Chair
Ms. Lillie Bourgeois, SGA President
January 26, 2016

Dr. Bruce Murphy
President
Nicholls State University
Thibodaux, LA 70310

Dear Dr. Murphy:

Please include as agenda items for the Board of Supervisors meeting on February 23, 2016 the following names for facilities.

The Lorio Foundation donated $250,000 to name the production kitchen in the Lanny D. Ledet Culinary Arts Building, The Lorio Foundation Kitchen at Bistro Ruth.

Rename the Mary M. Danos Theater to the Mary and Al Danos Theater. Mr. Danos passed away in January of 2015 and was instrumental in securing the private funding needed to renovate the Mary M. Danos Theater. The Danos family has requested the name change.

Sincerely,

Neal R. Weaver
Executive Director
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2016

Item G.9. Nicholls State University’s request for approval to rename the Mary M. Danos Theater in Talbot Hall to the Mary and Al Danos Theater.

EXECUTIVE SUMMARY

The University is requesting approval to rename the Mary M. Danos Theater to the Mary and Al Danos Theater.

The theater was originally named after Mary Danos, the wife of Mr. Al Danos, as she was a great supporter of the University and the University’s performance arts centers. Mr. Danos passed away in January of 2015 and was instrumental in securing the private funding needed to renovate the Mary M. Danos Theater. Additionally, Mr. Danos has financially contributed to the University and has served on several boards that benefit Nicholls.

Renaming the theater after Mary and Al Danos is an appropriate way of honoring the memory of these distinguished supporters of Nicholls State University.

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 rename the Mary M. Danos Theater in Talbot Hall to the Mary and Al Danos Theater.
January 27, 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 enclosed items to be placed on the agenda for the February 23, 2016, meeting of the Board of Supervisors for the University of Louisiana System:

In the Lanny D. Ledet Culinary Arts Building:

- Name the Production Kitchen in Bistro Ruth - The Lorio Foundation Kitchen at Bistro Ruth

In Talbot Hall:

- Rename The Mary M. Danos Theater - The Mary and Al Danos Theater

Please see attached justification. Thank you for your assistance in this matter.

Sincerely,

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. Ronnie Rodriguez, Chief Financial Officer
Mrs. Stacy LeJeune, Internal Auditor
Dr. Brigett Scott, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
Mr. Michael Matherne, Unclassified Staff Advisory Council President
Ms. Rhonda Zeringue, Classified Staff Committee Chair
Ms. Lillie Bourgeois, SGA President
January 26, 2016

Dr. Bruce Murphy  
President  
Nicholls State University  
Thibodaux, LA 70310

Dear Dr. Murphy:

Please include as agenda items for the Board of Supervisors meeting on February 23, 2016 the following names for facilities.

The Lorio Foundation donated $250,000 to name the production kitchen in the Lanny D. Ledet Culinary Arts Building, **The Lorio Foundation Kitchen at Bistro Ruth.**

Rename the Mary M. Danos Theater to the **Mary and Al Danos Theater.** Mr. Danos passed away in January of 2015 and was instrumental in securing the private funding needed to renovate the Mary M. Danos Theater. The Danos family has requested the name change.

Sincerely,

Neal R. Weaver  
Executive Director
Item G.10.  Southeastern Louisiana University’s request for approval to develop and release a Request for Proposals (RFP) pursuant to an Act of Exchange for Southeastern’s Baton Rouge Nursing Center located at 4849 Essen Lane.

EXECUTIVE SUMMARY

Southeastern Louisiana University is proposing an “Act of Exchange” of the Baton Rouge Nursing Center located at 4849 Essen Lane, Baton Rouge, Louisiana for property within 25 miles of the existing location, which shall include land and appropriately designed and functioning facilities which in total are of equal or greater value to the existing property.

In the early 1980’s, the “School of Nursing for Baton Rouge Southeastern Louisiana University” was designed and constructed through Capital Outlay Funding. The facility has served the University and its mission well but, with the advancement of technology and the need for simulation labs, etc., the building as it sits today has become obsolete. A new type of facility is needed to meet the rigors of today’s academic requirements.

The existing building consists of 68,700 square feet that sits on six acres including hard surface parking. The University plans to seek proposals from the private sector to develop, design, construct, furnish, and equip a high-quality, academic facility with proper programming as approved by the University. The facility will include offices, classrooms, laboratories, and some conference rooms. Appropriate amount of land and site improvements, such as parking, shall be included. This development, which will be of equal or greater value, will then be exchanged for the existing Baton Rouge Nursing Center.

The University would like to reach an agreement in the summer of 2016, with planning and construction of the new facility to begin in fall of 2016. The target date for completing an exchange would be fall 2018.

In accordance with Louisiana Revised Statutes (La. R.S. 17:3351), the Management Boards to the Higher Education Systems are authorized to grant an exchange of equally valued properties and compensation. All properties will be appraised according to the requirements of the State of Louisiana. An agreement in principle will be made between the winning proposer and the University, with adequate appraisals of both properties conducted immediately prior to the approval of the final exchange.
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 Southeastern Louisiana University’s request for approval to develop and release a Request for Proposals (RFP) pursuant to an Act of Exchange for Southeastern’s Baton Rouge Nursing Center located at 4849 Essen Lane.

BE IT FURTHER RESOLVED, that Southeastern Louisiana 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 Southeastern Louisiana University and his or her designee are hereby authorized and directed to execute the RFP and any and all documents necessary in connection with this matter.

AND FURTHER, that Southeastern Louisiana University will provide the System office with copies of all final executed documents for the Board’s files.
February 3, 2016

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

Re: Act of Exchange – Baton Rouge Nursing Center

Dear Dr. Reneau:

Southeastern Louisiana University requests approval to develop and release an RFP pursuant to an Act of Exchange for Southeastern’s Baton Rouge Nursing Center located at 4849 Essen Lane in Baton Rouge, Louisiana.

The University is proposing the issuance of a Request for Proposal for the purpose of enhancing and further developing our College of Nursing and Health Sciences Programs. Proposals will be accepted from the private sector for the development, design, construction, furnishing and equipping of an academic facility with proper programming criteria on property owned by the proposer within 25 miles of the current location. The University will then enter into an Act of Exchange for its Baton Rouge Nursing Center on Essen Lane.

The Baton Rouge Nursing Center property was most recently appraised at $6,650,000 and an updated appraisal will be obtained prior to the exchange to ensure an exchange of equal or greater value. Any net proceeds from this exchange would be placed in the University’s Plant Fund to provide future facility improvements on the Southeastern Campus. The appropriate documents, to include the Request for Proposal and Contracts, will be created in consultation with the University of Louisiana System staff and Board attorney.

Please place this item on the agenda for the February 23, 2016 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President

Attachments
EXECUTIVE SUMMARY

ACT OF EXCHANGE
INCLUDING ALL IMPROVEMENTS
FOR
SOUTHEASTERN LOUISIANA UNIVERSITY'S
BATON ROUGE NURSING CENTER
LOCATED AT
4849 ESSEN LANE
BATON ROUGE, LOUISIANA

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
FEBRUARY 23, 2016
Southeastern Louisiana University

Act of Exchange Including All Improvements
For
Southeastern Louisiana University’s Baton Rouge Nursing Center
Located At
4849 Essen Lane
Baton Rouge, Louisiana

Introduction

Southeastern Louisiana University is proposing an “Act of Exchange” of the Baton Rouge Nursing Center located at 4849 Essen Lane, Baton Rouge, Louisiana for property within 25 miles of the existing location, which shall include land and appropriately designed and functioning facilities which in total are of equal or greater value to the existing property.

History

In the early 1980’s, the “School of Nursing for Baton Rouge Southeastern Louisiana University,” Project Number 19-34-00-78B-3 was designed and constructed through Capital Outlay Funding. The facility has served the University and its mission well, but with the advancement of technology and the need for simulation labs, etc., the building as it sits today has become obsolete. A new type of facility is needed to meet the rigors of today’s academic requirements.

The existing building consists of 68,700 square feet which sits on 6 acres that includes hard surface parking. The Nursing Department does not need this volume of space. What is required is a facility which better meets programming and technological needs.

Project Scope

The University plans to seek proposals from the private sector to develop, design, construct, furnish and equip a high quality, academic facility with proper programming as approved by the University. The facility will include offices, classrooms, laboratories, and some conference rooms. Appropriate amount of land and site improvements, such as parking, shall be included. This development, which will be of equal or greater value, will then be exchanged for the existing Baton Rouge Nursing Center.

Project Schedule

The University would like to reach an agreement in the Summer of 2016, with planning and construction of the new facility to begin in Fall 2016. The target date for completing an exchange would be Fall 2018.
Means of Financial Structure

In accordance with Louisiana Revised Statues (La. R.S. 17:3351), the Management Boards to the Higher Education Systems are authorized to grant an exchange of equally valued properties and compensation. All properties will be appraised according to the requirements of the State of Louisiana. An agreement in principle will be made between the winning proposer and the University, with adequate appraisals of both properties conducted immediately prior to the approval of the final exchange.

Summary

Southeastern Louisiana University proposes to receive a new, state of the art facility to transform its Baton Rouge Nursing Center. The process to achieve this goal will be the exchange of land and improvements for the existing Baton Rouge Nursing Center on Essen Lane.
REQUEST FOR PROPOSAL (RFP)

FOR THE PURPOSE OF ENHANCING AND FURTHER DEVELOPING OUR COLLEGE OF NURSING AND HEALTH SCIENCES AND ITS AWARD WINNING PROGRAMS, SOUTHEASTERN LOUISIANA UNIVERSITY REQUESTS PROPOSALS FROM THE PRIVATE SECTOR TO DEVELOP, DESIGN, CONSTRUCT, FURNISH & EQUIP AN ACADEMIC FACILITY WITH PROPER PROGRAMING CRITERIA ON PROPERTY OWNED BY THE PROPOSER WITHIN 25 MILES OF THE CURRENT LOCATION.

WITH THE GOAL TO EXCHANGE OWNERSHIP OF THIS DEVELOPMENT WITH PROPERTY OF SAME, OR HIGHER VALUE LOCATED AT 4849 ESSEN LANE, BATON ROUGE, LA

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Office
Property Control and Supply Building
SLU Box 10800
2400 N Oak St
Hammond, LA 70402-0800
985.549.2064

RFP COORDINATOR
Mr. Kenneth Howe
Director of Facility Planning
Southeastern Louisiana University
SLU Box 10733
Hammond, LA 70402-0709
985.549.2240

PROPOSAL OPENING: 2:00 P.M.,
Purchasing Office
Southeastern Louisiana University
Property Control and Supply Building
2400 N Oak St
Hammond, LA 70402-0800
Proposer's Initials

CALENDAR OF EVENTS
Release RFP:
Deadline to Receive Inquiries:
Proposal Opening Date/Time:
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REQUEST FOR PROPOSAL

SCOPE OF WORK:

DEVELOP, DESIGN, CONSTRUCT, FURNISH & EQUIP A HIGH QUALITY, ACADEMIC FACILITY WITH PROPER PROGRAMING APPROVED BY THE UNIVERSITY WHICH WILL ENHANCE AND FURTHER DEVELOP THE COLLEGE OF NURSING AND HEALTH SCIENCES AT SOUTHEASTERN LOUISIANA UNIVERSITY

Southeastern Louisiana University seeks proposals from the private sector to develop, design, construct, furnish & equip a high quality, academic facility with proper programing approved by the University. Facility to be 25,000 sq. ft. ± containing offices, classrooms, laboratories, and seminar and conference rooms as required for proper programing functions. The facility will be developed on property owned by the proposer, located within 25 miles of the current location, 4849 Essen Lane, Baton Rouge, Louisiana. See Attachment “A” for a preliminary program of requirements.

The University requires proposals that will enhance and support its educational and research pursuits. Proposals will be evaluated based on the greatest benefit to Southeastern and the State of Louisiana. The University will review such criteria as, but will not be limited to, the following:

1. Evidence of experience, financial capability and commitment to successfully develop the proposed academic facility.
2. Benefit to the University’s educational and research programs.
3. Financial benefit to Southeastern Louisiana University.
4. Evidence of the proposer’s capability and willingness to work in close cooperation with the University and the University of Louisiana System.
5. Facility size, design and quality.
6. Evidence that the proposer has analyzed the cost of the developed property in comparison to the value of property located at 4849 Essen Lane, Baton Rouge, LA.
7. General professional quality of the proposal and other factors determined by the University to be relevant to the proposer’s understanding and compliance with the Request for Proposal (RFP).
8. All other related factors.

The University may enter into negotiations with one (1) or more proposers in an effort to arrive at an award determination. The resulting agreement shall be based on the submitted proposals and the negotiations concerning it. All agreements will be contingent upon ULS Board approval.
PROPOSED PROPERTY

Property shall be located within a 25 mile radius of the current location. For the University’s purpose, it is preferred that said property be on the eastern side of the Greater Baton Rouge area with easy access to the interstate.

AERIAL VIEW OF PROPER AREA
CONDITIONS OF PROPERTY EXCHANGE

Management Boards to the Higher Education System in Louisiana are authorized to grant an exchange of equally valued properties and compensation. Properties must be appraised according to the requirements of the State of Louisiana. Southeastern Louisiana University will contract for appraisals to verify State requirements are met.

The Property for Consideration is:
4849 Essen Lane
Baton Rouge, LA

The facility is now the Baton Rouge Nursing Center for the Southeastern Louisiana University School of Nursing. It contains approximately 68,633 ± sq. ft. and sits on a site of 6.0 ± acres with concrete parking areas.

(Other details, plans and tours of the facility upon request)
INSTRUCTIONS TO PROPOSERS

PURPOSE
This Request for Proposal (RFP) sets forth the requirements and specifications of Southeastern Louisiana University. The content of this RFP and the proposal shall become contractual obligations if an agreement ensues. Any resulting agreement shall be governed under the laws of the State of Louisiana.

PROPOSAL FORMAT
All submitted proposals MUST BE TYPED AND MUST BE SIGNED IN INK BY AN AUTHORIZED OFFICER of the proposing entity. Both the entire Request for Proposal and the proposal are required to be returned by the specified date and time. Proposer shall be responsible for duplicating any copies for personal record.

Proposers may attend the opening, but no information or opinions concerning the ultimate contract award will be given at the opening or during the evaluation process. After the opening of the proposals, information pertaining to completed files may be secured by visiting the University Purchasing Office during normal working hours.

The University has no facilities for furnishing abstracts of proposals; a complete record of all proposals is kept on file in the Purchasing Office subject to the inspection of any citizen. Every courtesy will be afforded any citizen who is interested in investigating, for any purpose, the record(s) of the Southeastern Louisiana University proposals.

BASIS OF PROPOSAL EVALUATION AND EVALUATION CRITERIA
The university reserves the right to accept or reject any and all proposals and to waive any technicality in any proposal submitted. The award shall be made in the best interest of Southeastern Louisiana University and the State of Louisiana. From the total information required and received, determination shall be made of the proposer’s financial, managerial and operational ability and resources. Only proposals from financially responsible organizations or individuals, as determined by the University, with personal or acquired committed experience in developing high quality facilities like or similar to the one proposed. Representatives from the University reserve the right to inspect the proposer’s facilities and other operations.

Proposals will be evaluated for the greatest educational and financial benefit to Southeastern Louisiana University and the State of Louisiana. Among the criteria to be utilized in evaluation are the following:

1. Evidence of experience, financial capability and commitment to successfully develop the proposed academic facility. 20%
2. Benefit to the University’s educational and research programs. 40%
3. Evidence of the proposer’s capability and willingness to work in close cooperation with the University and the University of Louisiana System. 5%

4. Facility size, design and quality. 5%

5. Evidence that the proposer has analyzed the cost of the developed property in comparison to the value of properties located at 4849 Essen Lane, Baton Rouge, LA, which will demonstrate the financial benefit to Southeastern Louisiana University. 20%

6. General professional quality of the proposal and other factors determined by the University to be relevant to the proposer’s understanding and compliance with the Request for Proposal (RFP). 5%

7. All other related factors. 5%

PROPOSAL SECURITY
Each proposer must furnish a Proposal Security made payable to Southeastern Louisiana University, in the form of a certified check or money order in the amount of Seven Thousand Five Hundred Dollars ($7,500.00), or in the form of a bond, from a surety licensed to conduct business in the State of Louisiana, and with a rating of “A-” or better in the most current edition of the AM Best Insurance Report.

The Proposal Security shall be subject to forfeiture for failure on the part of the successful Proposer to meet all requirements or to furnish the required Performance Bond. Southeastern Louisiana University shall have the right to retain the security of all proposers until: a) the requirements have been met, performance bond has been furnished, and agreement has been executed, or b) the specified time (120 days) has elapsed so that proposals may be withdrawn, or c) all proposals have been rejected. Only checks and money orders will be returned.

PERFORMANCE BONDS
Within twenty (20) calendar days of official written notice, Southeastern Louisiana University will require the successful Proposer to furnish Performance Bonds in the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) per year for the initial three (3) years of the agreement period, from a surety licensed to conduct business in the State of Louisiana and with a rating of “A-” or better in the most current edition of the AM Best Insurance Report. The bonds shall be furnished in a series of three (3) one year continuous bonds. Bonds shall be made payable to Southeastern Louisiana University.

NOTE: NO OTHER FORM OF PERFORMANCE BONDS WILL BE ACCEPTED.

The bond shall secure for the University the prompt and faithful construction of the academic facility and performance of the agreement obligations in strict accordance with the Request for Proposal and the Agreement. The bond shall protect the University and the State of Louisiana against all liens or claims which may be filed against the lease or work for any reason and shall provide for the payment of reasonable attorney’s fees for the enforcement of the agreement or work and for the institution of any legal proceedings which may become necessary in connection with the work.
INSURANCE
The successful proposer shall furnish Southeastern Louisiana University with “Satisfactory Proof of Insurance.” The “Satisfactory Proof of Insurance” shall consist of certificates stating the essential details of each policy. The Proposer shall not cancel, alter or change insurance or companies without thirty (30) days prior written notice to the University (note further requirements on page 13 of this RFP).

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
The successful Proposer agrees to comply with the provisions of the Equal Employment Opportunity clause as required by the U.S. Labor Department, Office of Federal Contract Compliance.

CONVENTANTS CONDITIONS AND RESTRICTIONS
The University's specifics for construction will apply to this project (See Addendum ____). These specifications may, if necessary, be modified to accommodate the construction of a facility by recommendation of the Director of Facility Planning and approval of the Vice President of Administration and Finance along with the President of Southeastern Louisiana University.

REJECTION OF PROPOSALS
Southeastern Louisiana University reserves the right to reject any and all proposals, and to waive any technicalities.

SEALED SUBMITTAL
Proposer is to submit one (1) original signature and four (4) copies of each submittal. The entire Request for Proposal plus the proposal MUST be sealed in one or more packages. The name and address of the proposer, Southeastern Louisiana University, ________ (Insert Time & Date) __________ shall appear on the outside of all sealed and submitted packages and/or envelopes. The Proposal Security must be included in the sealed submittal.

PROPOSAL BINDING PERIOD
All formal proposals shall be binding for a minimum period of one hundred twenty (120) consecutive calendar days and shall not be withdrawn within one hundred twenty (120) days after the specified opening date and time.

PROPOSAL OPENING
Proposals shall be opened and the name and address of the proposer read aloud on the specified date and time. All proposals become a matter of public record at that time. Each proposer is solely responsible for the timely delivery of his/her Request for Proposal and proposal by the deadline. Requests for Proposals and Proposals received after the specified date and time, whether delayed in the mail or for any other causes whatsoever, will be returned to the proposer unopened.

TAXES
The successful proposer shall be liable for all required state, parish, and city sales and/or use taxes.
DELIVERY OF REQUEST FOR PROPOSAL AND PROPOSAL

The address for mailing is:
Southeastern Louisiana University
Purchasing Office
SLU Box 10800
Hammond, LA 70402-0800

The address for delivery is:
Southeastern Louisiana University
Purchasing Office
Property Control and Supply Building
2400 N Oak St
Hammond, LA 70402

INSPECTION OF PREMISES
It is the responsibility of the proposer to visit and examine the proposed site. Failure to adequately inspect the proposed agreement site shall not relieve the Proposer from the necessity of furnishing and installing, without additional cost to the University, materials and equipment or performing any labor that may be required to carry out the intent of the agreement.

For appointments to make site inspections, prospective proposers are to contact:

Ken Howe, Architect
Director
Facility Planning
Southeastern Louisiana University
(985) 549-2240
INQUIRIES
No negotiations, decisions or actions shall be executed by any proposer as a result of any oral discussions with any state/university employee. Only those transactions, which are in writing, signed by Kenneth Howe RFP Coordinator, Southeastern Louisiana University, SLU Box 10709, Hammond, LA 70402-0709, shall be considered as valid.

All inquiries concerning the Request for Proposals shall be addressed to the Director of Facility Planning, Mr. Ken Howe, SLU Box 10733, Hammond, LA 70402-0733.

Inquiries shall be in writing, signed in original ink and received no later than__________________

ARRANGEMENTS AND/OR PAYMENTS
The University seeks arrangements that provide maximum long-term benefit to the University and its educational and research programs.

Payment schedules for this agreement and other payments are to be clearly articulated and scheduled in the proposal.

PROPOSER PROFILE
EACH PROPOSER SHALL ATTACH A PROFILE OF THEIR COMPANY AND IF APPLICABLE. This profile shall include, but is not limited to, the following information.
1. Owners of the company or officers of the corporations as of ________;
2. Experience in facilities currently operated;
3. Evidence of financial capability; and
4. Any other information the proposer deems appropriate for consideration of their qualifications to perform as developer, owner and operator.
5. Design and construction of similar facilities

PROPOSAL AWARD
After reviewing the above information, only proposals received from financially and organizationally responsible and responsive businesses or individuals shall be considered. The agreement will be awarded to the proposer whose qualifications and proposal will produce the greatest benefits for Southeastern Louisiana University and the State of Louisiana.
QUALIFICATION OF PROPOSER
Southeastern Louisiana University reserves the right to make any inquiries and investigations it deems necessary to determine the capability and responsibility of any proposer to perform the Scope of Work. The proposer shall furnish all reasonable information and data requested by the University for this purpose.

Failure of any proposer to promptly provide information in connection with such inquiry may be grounds for a determination of nonresponsibility.
LICENSES AND PERMITS

THE SUCCESSFUL PROPOSER SHALL BE LICENSED WITHIN THE STATE OF LOUISIANA and any other regulating agency by the expiration period for furnishing the Performance Bonds. A copy of the License(s) and/or permit(s) shall be required to be submitted for verification.

The successful proposer shall be responsible for keeping current verification of their License(s) and/or permit(s) with the Director of Purchasing at all times during the agreement term and any subsequent renewal terms.

INSURANCE REQUIREMENTS

The successful Proposer shall procure (at his/her own expense), maintain, and continue in force throughout the performance of this agreement, insurance coverage satisfactory to the University. The University shall be named “Additionally Insured” on all policies. This must be evidenced by the Proposer providing the University with an original policy or certificate of insurance which shall provide that the policy not be canceled without thirty (30) days prior written notice given to the University.

There will be a thirty (30) day written notice given to the University by the Proposer of any alterations or changes contemplated in any of the policies required by this Request for Proposal. All insurance must be with duly qualified companies.

The kind of insurance coverage indicated is not be construed to imply that the University will, in any way, be liable should the claims against the successful Proposer exceed the Proposer’s insurance coverage limits. The University will, in no instance, be held responsible for any liability imposed on the successful Proposer arising under the operation of the Scope of Work. The successful Proposer will provide evidence of Commercial Liability insurance coverage with respect to the development with responsible companies, which will provide coverage in respect to claims by third parties. This coverage must have a minimum per occurrence limit of $5,000,000 and shall include but not be limited to: all premises, and other normal operations including products, contractual liability, independent contractors, liquor liability, legal liability, bodily injury, personal injury and advertising liability coverages.

This insurance shall also include coverage against liability arising out of the ownership or operation of motor vehicles and garage keepers liability (if applicable), as well as coverage in said amount against all claims arising out of alleged (1) sale and/or complimentary provision of intoxicating beverages, (2) assault or battery, (3) false arrest, detention or imprisonment or malicious prosecution, (4) libel, slander, defamation, or violation of the right of privacy, or (5) wrongful entry or eviction.
OTHER CONDITIONS
Successful Proposer will indemnify and hold harmless the State of Louisiana, Southeastern Louisiana University, their officers, agents, and employees, from any and all claims, demands, actions or causes of action arising from the fault of Proposer, its parent and its subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.

Successful Proposer shall be considered, in all respects, an independent operator and none of the Proposer's employees shall be regarded as employees of Southeastern Louisiana University or the State of Louisiana.

TERMINATION CLAUSE
A termination clause, satisfactory to both parties, will be negotiated with the successful proposer prior to signing the award contract.

WAIVER
No party’s delay or omission to exercise any right, power or remedy accruing to such party upon nonperformance or default under this agreement shall impair any such right, power or remedy of, or shall be construed as a waiver of any such nonperformance or default, or any similar nonperformance or default thereafter occurring, nor shall any waiver of any subsequent nonperformance or default. All waivers must be in writing.
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Proposer agrees as follows:

a) The Successful Proposer will not discriminate on the basis of race, color, national origin, age, religion, sex, sexual orientation, or disability in admission to, access to, treatment in or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964, Age discrimination in Employment Act of 1967, the Equal Pay Act of 1963, Title IX of the Education amendments of 1972, Executive Order 11246, Section 503 and 504 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the 1990 Americans With Disabilities Act. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer;
Recruitment or recruitment advertising;
Layoff or termination;
Rates of pay or other forms of compensation; or
Selection for training, including apprenticeship.

The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

b) The Proposer will, in all solicitation or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, age, religion, sex, sexual orientation, or disability.

c) The Proposer will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Proposer's commitments under this Equal Opportunity Clause, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

d) The Proposer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation of ascertaining compliance with such rules, regulations, and orders.
e) In the event of the Proposer's noncompliance with the Equal Opportunity clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the Proposer may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 or October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Proposer will include the provisions of paragraphs “a” through “f” in every subcontract or purchase order unless pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provision will be binding upon each subcontractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event the Proposer becomes involved in, or threatened with litigation with a subcontractor or vendor as a result of such direction by the agency, the Proposer may request the University to enter into such litigation to protect the interest of the University.
ASSURANCE STATEMENT

The Proposer or Applicant assures Southeastern Louisiana University that he/she does not and will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not and will not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Proposer or Applicant understands that the phrase “segregated facilities” includes facilities, which are in fact segregated on a basis of race, color, creed, religion, national origin, or disability because of habit, local custom, or otherwise. The Proposer or Applicant understands and agrees that maintaining or providing segregated facilities for his/her employees or permitting his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained, is a violation of the Equal Opportunity Clause required by Executive Order 11246 of September 24, 1965.

The Proposer or Applicant further understands and agrees that breach of the assurance herein contained, subjects him/her to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of the Equal Opportunity Clause enumerated in the agreement between Southeastern Louisiana University and the Proposer or Applicant

INSURANCE

The 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 or employees. The cost of such insurance shall be borne by the contractor. See specific requirements regarding insurance elsewhere in the RFP.

The insurance afforded by this policy shall not be suspended, voided, cancelled, and reduced in coverage or in limits during the term of the contract.

PRE-LITIGATION RESOLUTION OF CONTROVERSIES

A. Solicitations and Awards

Any protest in connection with the solicitation or award of a contract shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1671.

B. Contract and Breach of Contract Controversies

Any unresolved controversy arising out of the contract shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1673.
INSURANCE REQUIREMENTS

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.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

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

B. Comprehensive General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the university, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

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

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 contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers,
officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
INSURANCE COVERAGE TO BE PROVIDED BY PROPOSER

Proposer to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful proposer.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY...........STATUTORY MINIMUM COVERAGE

Name of Insurer: ________________________

(Not the Agent Company)

Insurer's Address:

____________________________________

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

If Not A.M. Best Rated - State Type of Insurer:

Agent Company: ________________________ Telephone No: ________________________

COMMERICAL GENERAL LIABILITY............$2,000,000 MINIMUM COVERAGE

Name of Insurer: ________________________

(Not the Agent Company)

Insurer's Address: ________________________

____________________________________

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

Agent Company: ________________________ Telephone No: ________________________

AUTOMOBILE LIABILITY.....................$1,000,000 MINIMUM COVERAGE

Name of Insurer: ________________________

(Not the Agent Company)

Insurer's Address: ________________________

____________________________________

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

Agent Company: ________________________ Telephone ________________________

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INDEMNIFICATION AGREEMENT
FOR SUCCESSFUL PROPOSER

The PROPOSER agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards, and Commissions, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by PROPOSER as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

_________________________________________
Accepted by

_________________________________________
Company Name

_________________________________________
Signature

_________________________________________
Title

_________________________________________
Date Accepted

Is Certificate of Insurance Attached? [ ] Yes [ ] No

Contract No. ______________________________ for Southeastern Louisiana University

PURPOSE OF CONTRACT: ____________________________________________________________
ACCEPTANCE OF REQUEST FOR PROPOSAL

I/We do hereby declare that I/we have carefully examined the Request for Proposal, have personally inspected the site and have a clear understanding of the Request for Proposal. I/We do hereby propose to develop, design, construct, furnish equipment and own the facility as specified in the Request for Proposal. I/We hereby agree to maintain and complete, in a thoroughly professional manner, the proposed service according to the terms and conditions specified in the Request for Proposal (RFP).

(Signature to this Request shall be construed as acceptance of the RFP in its entirety.)

PROPOSAL SECURITY

Each proposer must furnish a Proposal Security made payable to Southeastern Louisiana University, in the form of a certified check or money order in the amount of Seven Thousand Five Hundred Dollars ($7,500.00), or in the form of a bond, from a surety licensed to conduct business in the State of Louisiana, and with a rating of "A-" or better in the most current edition of the AM Best Insurance Report.

The Proposal Security shall be subject to forfeiture for failure on the part of the successful Proposer to meet all requirements or to furnish the required Performance Bond. Southeastern Louisiana University shall have the right to retain the security of all proposers until: a) the requirements have been met, performance bond has been furnished, and agreement has been executed, or b) the specified time (120 days) has elapsed so that proposals may be withdrawn, or c) all proposals have been rejected.

Only checks and money orders will be returned.

Proposer acknowledges receipt of the following:

Addendum No. ______  Dated ______  Addendum No. ______  Dated ______

FIRM NAME: _______________________________________________________

SIGNED BY: _______________________________________________________

TYPED NAME: _____________________________________________________

TITLE: _____________________________________________________________

ADDRESS: _________________________________________________________

City  State  Zip Code

TELEPHONE: _________________________________________________________

(Facing area code)  FAX No.: __________________________________________

(Including area code)  (Including area code)

Whoever knowingly and willfully makes false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC Section 1001.

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Preliminary Program for Request for Proposal Concerning

Southeastern Louisiana University

School of Nursing

Upper Division BS Nursing/Graduate Nursing

Building Needs

Location: Greater Baton Rouge with easy on/off access to interstate within 25 miles of current BRC.
5± Acres
125± Hard Surface Parking spaces

Ground Floor Open atrium design (to host Continuing Ed registration, receptions)

30 Faculty offices

Administrative Suite: 3 offices with central reception for AA3 and 2 Graduate Assistants

Classrooms –5 classrooms that hold 30 students equipped with internet access and symposiums

One Student lounge/kitchen (preferably with study areas)

One Faculty conference room to accommodate 20 at one table with room to add another 15-20 chairs around periphery

One Faculty lounge/kitchen

One Resource/Computer Learning Lab to accommodate 20 computers and 10-15 desks for study areas

One 200 seat stadium auditorium/lecture hall (continuing ed, clinical/program meetings, community meetings)
Clinical Learning Labs

One hospital nurse station (equipped with technology for Electronic Health Record and telemetry and other monitoring.

Six simulation hospital rooms/suites (with adjacent control and debriefing rooms) emulate healthcare environments- 1) labor and delivery room, 2) pediatric/NICU room, 3) medical/surgical room, 4) ICU room, 5) Emergency Department room, 6) Surgery suite.

Six debriefing rooms adjacent to simulation rooms to accommodate 3-5 individuals, in which students come together to observe real-time video footage of their peers in simulation or to gather with their faculty instructor to dialogue and to give and receive constructive feedback regarding what was learned in the process of simulation.

Three large lab rooms with 4 beds and headboards to practice/return demonstrate skills

Two Physical Assessment simulation examination lab rooms: Each includes a sink, exam table, diagnostic and physical examination equipment, an examination lamp, and a computer on which to document findings (with video recording capability) These rooms also will be used by graduate-level students to practice skills such as lumbar puncture, central line placement, and intubation. This space can also be used to do casting and practice suturing.

One small apartment to simulate home care setting (with video capability and debriefing room)

One room with small conference area to serve as the Center for Nursing Research for Education and Practice.
Technology/Equipment

New simulation equipment: high-fidelity mannequins such as Victoria, the latest high-end birthing simulator from Gaumard, and Laerdal’s Sim Man 3G, Laerdal’s SimMom and Gaumard’s Newborn Hal and Pediatric Hal, Nursing Annie, Nursing Kelly, Nursing Kid, Nursing Baby, and various other simulators.

- Fully equipped and functional head wall units
- One patient lift systems for the demonstration and practice of safe patient handling (Obese/Bariatrics)
- Bedside and Hospital nurses station computers to simulate accessing and documenting patients’ electronic health records
- Control mechanisms for all mannequins and ability to observe via one-way glass as students participate in the simulation. Capability to film and record students’ simulations for later and more in-depth review. Capability to observe and record via web access.

Furnishings and equipment to properly outfit offices, classrooms, laboratories, etc.

Design to meet or exceed all state and federal codes and law requirements for construction and/or health care needs.
Southeastern Louisiana University

Construction/Equipment Standards

- Sealed and conditioned corridors.
- Housing buildings shall have a storage closet (approx. 10’x10’).
- Waterproofing of shower surrounds shall extend at least 6” beyond the face of bathtub. Sheetrock shall not be installed adjacent to bathtub/shower unit.
- Specify a hard solid material (Corian) for sink countertops.
- Smoke detection shall be monitored through the buildings fire alarm system. No localized battery operated smoke detectors.
- Room entry doors shall be either solid masonite or fiberglass.
- No mirrored closet doors.
- Exterior and interior shall be welded metal frames.
- Irrigation pipe shall be Sch. 40 PVC.
- Specify materials that can be purchased within 100 miles of jobsite so future maintenance items can be acquired through local representation.

Division 3 – Concrete

Sidewalks

- Minimum Compressive strength : 4000 psi at 28 days
- All sidewalks shall be minimum 6’ wide
- All expansion joints will be dowed. Also all tie in to existing concrete will be dowed.
- Prepare, clean and install joint filler according to manufacturers written instructions.
- Remove dirt, debris; saw cuttings, curing compounds and sealers from joints: leave contact surfaces of joint clean and dry.
- Shall be a minimum of ½” rebar on 16” centers with 8”x8” footers, two ½” rebar in each footer. Wire mesh and road mess will not be acceptable.
- Protection of all landscape grounds areas will be protected to insure that the grounds areas, irrigation, utility, pavement and any cement are in the same condition prior to construction.
- All construction debris and materials shall be removed from the job site and disposed of in an appropriate manner.

Division 6 – Wood, Plastics and Composites

Wood Framing

- Subflooring shall be 1-1/8” T&G plywood, OSB is not allowed.
- The use of finger jointed studs and joist are not allowed.
- All building materials shall be protected from weather while staged and during construction.
- All framing (floorjoist, walls, rafters, etc.) shall be on 16” centers.
Division 7 – Thermal and Moisture Protection

Waterproofing

- Exterior building shall be wrapped with approved water/vapor barrier (Tyvek). Roofing felt is not to be used.
- Exterior building material transitions shall be properly flashed.

Division 8 – Openings

Doors

- Building entry doors shall be hung with continuous hinges.

Door Hardware

- Exit devices shall be Von Duprin – Rim Type. If these devices are in a fire rated door, they have sex bolts.
- Room entry doors to have mortise locks.
- Cores shall be 7 pin and keyed to University keying system.
- All door hardware shall be drilled and tapped into metal door frame.
- Exterior building entry door shall have card and key access. Door shall have electric strikes.
- Building exterior entry doors shall have an alarm to signal door not closed or propped open.

Windows

- Windows shall be vinyl UL listed systems with manufacturers being in business for 10+ years. Windows are to be insulated, low E, and properly flashed (tape).

Division 9 – Finishes

Resilient Flooring and Base

- Rubber base boards. Avoid using MDF.

Painting

- Paint shall be Sherwin Williams.

Division 14 – Conveving Systems

- Hydraulic Elevators shall contain LED lighting in the cab.

Division 22 – Plumbing

Plumbing

- Maintain cathodic protection of loop with installation of new PE gas piping.
- Provide Badger water meter w/ radio detection and RPZ for cooling tower feed, domestic water feed, and irrigation system. Cooling tower feed and irrigation feed should both be tapped on upstream side of building feed.
• All roof drains shall go to exterior of building prior to going into ground. They shall go to catch basin on exterior of building with an air gap between roof drain pipe and catch basin.
• Domestic Cold and Hot Water Lines - Main meters for irrigation, cooling tower, and domestic water shall be Badger meters ‘with radio detection as required by the City of Hammond.
• Natural Gas Distribution – NG meter shall be a Root’s rotary meter with pulse counter or MSTP communication.
• Natural Gas Distribution – NG welder shall have a G6 certification, OQ qualified and must provide copy of certification for Southeastern files.
• Water mains shall be C900m pipe.
• Underground storm water piping shall be SDR35, ring gasket pipe.
• Natural gas piping shall be polyethylene. If steel pipe is necessary, extra coat wrap shall be used at the joints. Rostin pipe primer should be used when priming the joints.
• Interior drain pipe shall be cast iron no hub. No hub stainless steel couplings shall be used at joints.
• All underground pipe joints shall be a rigid connection. Fernco couplings are not allowed.
• Catch basins shall be concrete with iron grates.
• Room shall have an accessible isolation valve to allow water to be turned off from unit without the need to shut entire building down.

Division 23 – HVAC

Variable Frequency Drives (VFD’s)

• ABB ACH550 OR EQUAL
• Communication shall be BACnet MS/TP
• Main keypad position shall be mounted at or below 6’ high
• Must have electronic bypass
• Keypad to display in plain English, code type keypads are not acceptable
• Keypads must have the following modes:
  o STANDARD DISPLAY
  o PARAMETERS
  o START-UP ASSISANT
  o CHANGE PARAMETERS
  o FAULT LOGGER OR HISTORY
  o DRIVE PARAMETER BACKUP
  o CLOCK SET
  o I/O SETTINGS
  o ALARM
• Drive must run in auto when keypad is removed
• Must have service disconnect switch on drive
• Must have ability to automatic bypass transfer
• All lights shall be LED on drive and contain LED keypad
• Bypass control panel must have a plain English display(no code type allowed) and have program, bypass fault, and alarm modes
• Drives must be mounted in condition space
• Must be able to run drive in local mode
Drives must have a 3 year warrant after bldg acceptance
Inlet air must have some type of filter and frame made for drive
All wiring to come into bottom of drive
Contractor must go over mounting locations of the drives with southeastern representative before work begins
Drive must have a minimal of the following:
Two analog input channels(programmable)
Two analog outputs(programmable)
Six digital inputs(programmable)
Three programmable output relays
24vdc auxiliary output
Bypass control board must have the minimal of the following:
Two analog inputs
Six digital inputs
Five relay outputs
Drives must be connected to Southeastern Entergy Management(Alerton/BACnet MS/TP) System and be able to control drive
Fiberglass signs (black background with white lettering) must be install on drives to identify the equipment and power location. **Nothing handwritten allowed**
Original manuals and programming software must be turn over to southeastern after bldg acceptance
Training must be a minimal of 8 hours with factory authorized technical on operation, programming, troubleshooting and repair

**HVAC Controls**

All HVAC control systems shall be a totally IP address system by Computrols that shall be an extension of the existing system currently installed at the Southeastern Louisiana University in Hammond, LA. The system shall be incorporated into the existing Workstation located on site in the Physical Plant Controls Office and shall utilize the existing Computrols software. The operator's workstation, all building controllers, application controllers, and all input/output devices shall communicate using the protocols and network standards as defined by ANSI/AHRAE Standard 135-2001, BACnet. In other words, all workstations and controllers, including unitary controllers, shall be IP address devices by Computrols No gateways shall be used for communication to controllers installed under this section.

Furnish all necessary hardware as required to interface the controls of, but not limited to, chillers, boilers, AHU's, terminal units, VAV box controllers, VFD's, temperature sensors, electronic actuators and valves, to the Facility Management System. The Interface Protocol shall be IP address, no exceptions. No additional hardware or software shall be required by the owner for this interface's operation. All data and points utilized within the equipments microprocessor, where applicable, shall be available through this interface. All safety points shall be read only, all other points shall be read/write capable. Provide the owner with the mapping data including each properties priority array value. Provide technical assistance to the owner during the integration commissioning if necessary.
The local representative for Computrols Jamie Hardouin Cell 504-388-4191, Main 504-529-1413.

**VAV Boxes**

- Avoid electric reheat whenever possible.
- Boxes should contain in-line hot water coil and damper only. No fan assist boxes allowed.
- All VAV control valves and boxes should be accessible from same location.
- VAV boxes shall not contain filters.

**HVAC Equipment**

- Trane or Dykian-McQuay are the approved chiller manufacturers. Provide 10 year warranty on parts, labor, and refrigerant.
- Marley or Evapco cooling towers.
- HVAC heating hot water boilers Crest Lochinvar.
- Domestic hot water boilers Armor Lochinvar.
- Aurora and Armstrong pumps
- Exhaust fans shall be Loren Cook

**HVAC Piping**

- All underground chilled water and hot water piping should be steel sch. 40 pre-insulated pipe.
- Where dissimilar metal pipes join, dielectric nipples are to be used, not dielectric unions.

**Division 16 - Electrical**

**Fire Alarms Specifications**

- Pull stations with key resets (same key as Fire Alarm Panel) with built-in bicolor led, which flashes when normal and latches red when in alarm and is visible through pull station also can be open for maintenance without causing an alarm condition. Must be keyed alike to fire alarm control panel. No plastic or hex keys.
- All modules, relays, and devices shall have status light that flashes in normal operation and latches steady red when in alarm
- All components and devices shall have rotary address switch
- No mapping, serial number, automatic or electronic addressing
- No DPU’s, laptop, or other programmers for addressing devices
- Fire alarm system shall be Notifier 3030 or approved equal
- Fire alarm panel to have a minimal of 2 isolated intelligent signaling line circuits(SLC’S) with a minimal of 500 devices per loop
- Fire Alarm Panel Shall be flush mounted when possible
- Shall provide Isolator Module for SLC’S to protect fire alarm panel from short circuits.
- Dedicated 120 volt line and phone lines **shall** have surge protection (**externally**) ditek kit dtk-fpk-2 or equal. Dedicated 120 volt protector to be mounted in box with see thru cover beside breaker
box. All 120 volt circuits to go on emergency generator circuit when available. 120 volt dedicated breaker must be red in color

- One spare component for system (ex: smoke detector, relays, heat detector, duct detector, ect.)
- No devices or components Shall be put above ceiling tile
- All detectors, relays, modules, pull stations and switches shall be label with label making machine(address)
- No Marks A Lot, Sharpie pen or any other kind of marker to be used for any labeling
- All junction boxes shall have red cover and label "fire alarm system"
- Fire alarm control panel shall be equipment with necessary equipment and must be compatible with Southeastern fire alarm monitoring system (software and hardware) receivers at campus monitoring station are Bosch d6600. The automation server is “Manitou” by bold technologies. Dialer capture modules are Bosch c900v2.
- Bosch c900v2 capture modules require filter 24vdc power
- Fire alarm panel and power supplies shall be in condition space to extend life on equipment
- Resetting of duct detectors shall be from fire alarm control panel
- Outside devices shall have an approved outside clear weather proof enclosure or device must be approve for outdoor use
- Annunciator shall be keyed and must be keyed alike to fire alarm control panel. Metal keys only. All other panels must be keyed alike to fire alarm control panel. no plastic or hex keys
- All devices, relays, pull station, fire alarm panel, annunciator, and points in system must be tested with Southeastern personal present, before final acceptance test.
- Fire Alarm System shall be installed with Digital Voice Evacuation and Paging System to match system with a minimal of two audio inputs. Panel to be zone type. Shall be the same manufacture as fire alarm control panel
- As builds shall have all components, of the complete system, there location and address and must match the as builds
- Shall have all programming, software tools and cabling for fire alarm control panel. (offline and in field programming) panel must also have auto programmable function
- Description list of all points, zones, and addresses shall be turn over to Southeastern Louisiana University before work begins for review
- Batteries shall fit in all panels or battery box must be used
- Tops of batteries shall be up. No batteries turn on side or ends to make fit in all panels
- All batteries shall be manufacture within 6 months of fire alarm system installation date
- Control and power panels shall have removable wiring terminals for easy wiring
- Fire alarm control panel shall have a printer and eia-232 ports, an eia 485 ports and terminal mode port. Cables are to be supplied for printer and laptop hookup
- Backlit, LCD, 640 character display on fire alarm control panel and on Annunciators shall be a 640 character LCD display with contrast and backlight control (Model NCA-2 )
- Conduit mounted outside shall be rigid steel conduit with treaded ends. All boxes must be weather proof type
- Control panel shall have Idact or capture module and all equipment to permit monitoring of alarm signals over fiber to the Southeastern Monitoring Station. No integral or build-in digital alarm communicator transmitters. Dact’s shall report all point to point info and displays on fire
alarm control panel to southeastern monitoring system. Dact’s that only report alarm, trouble and supervisory not acceptable.

- Wiring in fire alarm systems panels **shall be neat.** No wire nut or splices in panels. Wiring to be terminated on terminal boards and all wiring marked. All wiring associated with fire alarm system must be red in color. (slc, nac, comm wire)
- Fire alarm control panel to have a minimal 6 amp switch mode power supply with four class a/b built in notification appliance circuits (nac’s) if multiple external power supplies for nac circuit are used they must be identified by addressable monitor module are some other means
- A 100% point check-out of fire alarm system shall be made with Southeastern Employee Present
- Warranty on equipment shall start at building acceptance or on upgrade, repair or replacement at record of completion
- Provide 3 sets of fire alarm as-built at completion of job. shall be neat and show exact paths of the signaling line circuits, notification appliance circuits and the end of lines. must be in cad(to scale) and PDF format for drawings and in electronic form
- Provide original manuals on all equipment on fire alarm system installation, operation, programming, and maintenance
- Training shall be a minimal of 4 hours with factory authorized service representative to owners representative
- Revised 1/15/16

**Instrumentation**

Multifunctional Digital Metering Monitor: UL listed or recognized microprocessor-based unit suitable for three or four-wire systems and with the following features:

1. Inputs: From sensor or current transformer from 100/5 through 5000/5 ratings and potential terminals up to 600V.
2. Display: Switch selectable digital display of the following values with maximum accuracy tolerances as indicated:
   a. Phase current, each phase, plus or minus 1 percent.
   b. Phase-to-phase voltage, 3 phase, plus or minus 1 percent.
   c. Phase-to-neutral voltages, 3 phase, plus or minus 1 percent.
3. Mounting: Display and control unit flush or semi flush mounted in instrument compartment door.
4. Data Output: Output format shall be compatible and connected to the university energy management system. Meter to provide EMS with the following data:
   a. KWH
   b. KW
   c. KE max demand
   Metering shall be compatible with the existing ModBus H8035 metering.

**Switchgear**

1.01 Unit Shall be S&C Model 321, Canada Power Products PufferPak PG6 Series, G&W Padmount Linear Puffer Series, or approved equal, with (2) switch ways and (1) fault interrupter way.
1.02 The Switchgear shall consist of gas-tight tank containing SP, Gas, Load-Interrupter switches and resettable fault interrupters with visible open gaps and integral visible grounds, and a
microprocessor-based over current control. Load-interrupter switch terminals shall be equipped with bushings rated 600 amperes continuous, and fault-interrupter terminals shall be equipped with bushings rated 600 amperes continuous to provide for elbow connection. Manual Operating Mechanisms and viewing windows shall be located on the opposite side of the tank from the bushings and bushing wells so that operating personnel shall not be required to perform any routine operations in close proximity to high-voltage elbows and cables.

1.03 Switchgear shall accept Elastmold K655BLR 16.2kV l-G deadbreak elbow on existing cables.

2.02 Manufactured Units

The Switchgear shall conform to or exceed the applicable requirement of the following standards and codes.

(a) The Applicable portions of ANSI C57.12.28, Coving enclosure integrity for pad-mounted Equipment.

(b) The Applicable portions of ANSI C37.71, ANSI37.72, ANSI C37.73, IEC 56 and IEC 265-1 (Class A), which specify test procedures and sequences for the load interrupter switches, fault interrupters, and the complete switchgear assembly.

2.03 Ratings

The ratings for the integrated switchgears shall be as designed below.

Frequency, Hz

..................................................................................60

Short-Circuit Rating

Ampères, RMS Symmetrical

..................................................................................25,000

kV, Maximum

..................................................................................25

kV,

BIL..................................................................................125

Main Bus Continuous, Ampères

..................................................................................600

2.04 Pad Mounted Switchgear

(a) The Switchgear tank shall be welded construction made of Type 304 stainless steel, shall be filled SF6 gas to a pressure of 7psi at 68°F and shall be provided with a gas-fill valve and temperature compensated pressure gauge.

(b) Each load-interrupter and fault interrupter switch shall be provided with a large viewing window with cover at least 6 inches by 12 inches to allow visual verification of the switch-blade position (open, closed,
and grounded) while shining a flashlight on the blades. Windows shall be located on the opposite of the gear from the bushings and bushing wells.

(c) Aluminum bus and interconnections shall withstand the stresses associated with short-circuit currents up through the maximum rating of the switchgear. Before installation of aluminum bus, all electrical contact surfaces shall first be prepared by machine abrading to remove any oxide film. Immediately after this operation, the electrical contact surfaces shall be coated with a uniform coating of an oxide inhibitor and sealant.

(d) One ground-connection pad shall be provided on the has-tight tank of the switchgear.

(e) Terminals for load-interrupters switches shall have 600-ampere bushings, and terminals for fault interrupters shall have 500-ampere bushings. Elbow_TERMINATIONS not included with switch.

(f) Pad mount enclosure shall be painted 3MIL thick over a zinc rich primer and should be dark green.

2.05 Components

(a) Load interrupter and fault interrupter switches shall be three-phase, gang-operated three position (open-closed-grounded) and shall have a three-time and ten-time duty-cycle fault-closing rating as a specified under "Ratings." This rating defines the ability to close the switch the designated number of times against a three-phase fault with asymmetrical (peak) current in at least one phase equal to the rated value, with the switch remaining operable and able to carry and interrupt rated current. Certified test abstracts establishing such ratings shall be furnished upon request.

(b) An internal indicator shall be provided for each fault interrupter to show when it is in the tripped condition. The indicator shall be clearly visible through the viewing window.

(c) Load-interrupter switches and fault interrupters shall be operated by means of a quick-make, quick-break mechanism. The manual handle shall charge the operating mechanism for opening, closing and grounding of the switches and fault interrupters. Operating shafts shall be padlockable in any position to prevent operation.

(d) A microprocessor-based overcurrent control shall be provided to initiate fault interruption. Control settings shall be field programmable using a personal computer connected via a data port to the control to the control. Power and sensing for the control shall be supplied by integral current transformers. The minimum total clearing time (from initiation of the fault to total clearing) for fault interruption shall be 40 milliseconds (2.4 cycles) at 60 hertz.

(e) The switchgear shall be provided with a pad-mounted enclosure suitable for installation of the gear on concrete pad. The pad-mounted enclosure shall be separable from the switchgear to allow clear access to the bushing and bushing wells for cable termination. The basic material shall be 14-gauge hot-rolled, picked, and oiled steel sheet. The enclosure shall be provided with removable front and back panels and hinged lift-up roof sections for access to the operating and termination compartments. Each roof section shall have a retainer to hold it in the open position.
2.06 Labeling

(a) The exterior of the pad-mounted enclosure shall be provided with “Warning-Keep Out- Hazardous Voltage inside – Can Shock, Burn, or Cause Death” Signs. Each unit of switchgear shall be provided with a “Danger-Hazardous Voltage- Failure to follow These Instructions Will Likely Cause Shock, Burns, Or Death” sign. The text shall further indicate that operating personnel must know and obey the employer’s work rules, know the hazards involved, and used proper protective equipment.

(b) Each unit of switchgear shall be provided with a nameplate indicating the manufacturer’s name, catalog number, model number, date of manufacture, and serial number. Each unit of switchgear shall be provided with a ratings label indicating the following: voltage rating; main bus continuous rating; short-circuit rating; fault-interrupter ratings including interrupting and duty cycle fault-closing; and load interrupter switch ratings including duty-cycle fault-closing and short time.

High Voltage Cable Termination

- Elastimold 274J3-5 cabinet mounted 3-way junction
- Elastimold 274J3 wall mounted 3-way junction
- Elastimold 274LRK5250SG3 (2/0) 200 Amp Loadbreak Elbows
- Elastimold K656LRK250SG3 (2/0) 600 Amp Deadbreak Elbows
- Elastimold 274AFLRD250 SG3 (2/0) 200 Amp Fused Loadbreak Elbows
- Elastimold EFX 172-020-E 17.2 KV Rated Maximum Voltage 20 Amp 50KA Max I.C. R.M.A.T 65°C
- Elastimold EFX 172-025-E 17.2 KV Rated Maximum Voltage 25 Amp 50KA Max I.C. R.M.A.T 65°C
- Cold Shrink Cable Splices Kit 5524A-2/0-CU For tape shielded cable. 2/0 copper cable. “3M Brand”

Surge Protection

- Standalone surge protection devices shall be placed on the Fire Alarm System and the main HVAC control panel.

Lighting

- Building lighting shall be 120/208V.
- Light switches are to be 20AMP.
- Do not hang or mount lights above stairs. All interior lights shall be accessible by ladder and not require scaffold erection for maintenance.
- Interior lighting including, but not limited to, offices, corridors, conference rooms, bathrooms, classrooms shall be tied to an inferred/motion sensor.

Exterior Lighting

- LED fixtures are to be used.
- Pole lights are American Electric Lighting – Mvolt LED 245
- Light Poles are HARPCO 14’ brushed aluminum
• Each light shall have its own fuse and tied to a photocell. Coordinate with landscape so photocell is not obstructed.

General Electrical
• All junction boxes to be labeled with panel name and circuit numbers.
• All wiring to be in conduit.
• LED non-ballast lighting – G24 bulb.
• Each room shall have its own circuit for electrical receptacles. Rooms can share circuits for lighting.
• Electrical receptacles are to be 20AMP.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2016

Item G.11. University of Louisiana at Lafayette’s request for approval of the Ground Lease for the UL Lafayette – CGI IT Center of Excellence to Ragin’ Cajun Facilities, Inc.

EXECUTIVE SUMMARY

The Ground Lease from the Board of Supervisors for the University of Louisiana System to Ragin’ Cajun Facilities, Inc. has been drafted pursuant to the Cooperative Endeavor Agreement (CEA) dated effective April 28, 2014 among the State of Louisiana, the Louisiana Department of Economic Development, the University of Louisiana at Lafayette, Ragin’ Cajun Facilities, Inc., the Lafayette Economic Development Authority and CGI Federal, Inc. The CEA was unanimously approved by the Board of Supervisors for the University of Louisiana System at its June 27, 2014 meeting.

The CEA provides that UL-Lafayette lease a portion of its property, located within the University’s Research Park commonly known as the UL Commons, to RCFI for the construction of a Class A Office Building, being a two- or three-story structure providing 50,000 square feet of space (known as the UL-Lafayette – CGI IT Center of Excellence). Upon completion of the construction, the Center, pursuant to the CEA, RCFI will lease the Center to CGI Federal, Inc.

The essential terms of the Ground Lease are defined in the CEA and, as such, have already been approved by the Board. The attached Ground Lease is the final form of that lease contemplated in the Agreement.

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 the University of Louisiana at Lafayette’s request for approval of the Ground Lease for the UL-Lafayette – CGI IT Center of Excellence to 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 prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Lafayette or his or her designee is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of Louisiana at Lafayette will provide the System office with copies of all final executed documents for Board files.
February 3, 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:

The attached Ground Lease, from the Board of Supervisors of the University of Louisiana System to Ragin’ Cajun Facilities, Inc., has been drafted pursuant to that certain Cooperative Endeavor Agreement, dated effective April 28, 2014 by and between the State of Louisiana, the Louisiana Department of Economic Development, the University of Louisiana at Lafayette Ragin’ Cajun Facilities, Inc. the Lafayette Economic Development Authority and CGI Federal, Inc. The CEA was unanimously approved by the Board of the University of Louisiana System at its June 2014 meeting.

The Board approved CEA provides that UL Lafayette lease a portion of its property, located within the University’s Research Park, commonly known as the UL Lafayette Commons, to RCFI for the construction of a Class A Office Building, being a two or three-story structure providing 50,000 square feet of space. Upon completion of the construction the Facilities, pursuant to the Board approved CEA, RCFI will lease the Facilities to CGI Federal, Inc.

The essential terms of the Ground Lease are defined in the CEA, and as such have already been approved by the Board. The attached Ground Lease is the final form of that lease contemplated in the CEA.

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

Sincerely,

E. Joseph Savoie
President

Attachment
LEASE AGREEMENT
BY AND BETWEEN
THE BOARD OF SUPERVISORS OF
THE UNIVERSITY OF LOUISIANA SYSTEM
AND
RAGIN' CAJUN FACILITIES, INC.

This Lease Agreement is entered into on the date indicated below, and made effective as of December 1, 2014, by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, hereinafter referred to as the Board, with and on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE, represented herein by E. Joseph Savoie, President of the University of Louisiana at Lafayette, hereinafter referred to as “the University,” and RAGIN’ CAJUN FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairman of the Board of Directors, Nicholas Gachassin, Jr., hereinafter referred to as the “Corporation,” with reference to the recital of facts and intentions and for the purpose of confirming the covenants hereinafter set forth.

RECITALS

A. The 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.

B. The Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 et seq.), to acquire, construct, develop, manage, lease as lessor or lessee, mortgage and/or convey facilities on the campus of UL Lafayette.

C. The University currently operates the University Commons for the purpose of enhancing its education, research, and public services missions and to promote economic development of its region and the state.

D. The Corporation and the University believe that a shared “vision” for the future of the University and its Research Park enables both organizations to work in tandem to develop the most effective ways to benefit the University and its faculty, students and programs, and likewise to benefit the parish and the state through shared cooperative efforts.

WITNESSETH:

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and UL Lafayette is a university under its management pursuant to Louisiana Revised Statutes 17:3217;
WHEREAS, the Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 et seq.), to acquire, construct, develop, manage, lease as lessor or lessee, mortgage and/or convey facilities on the campus of UL Lafayette;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3365, the Board is authorized to lease to a nonprofit corporation, such as the Corporation, a portion of the campus of UL Lafayette;

WHEREAS, the Board and the Corporation are parties to that certain Cooperative Endeavor Agreement dated April 28, 2014 (the Cooperative Endeavor Agreement") by and between the Board, the Corporation, the State of Louisiana, the Louisiana Department of Economic Development, the Lafayette Economic Development Authority and CGI Federal, Inc., under which it was agreed that the Board would lease the Leased Property to the Corporation for the construction of certain improvements thereon;

WHEREAS, the Corporation is desirous of leasing real property in the University Commons from the University of Louisiana at Lafayette for the purposes of erecting a building and improvements thereon;

WHEREAS, in order to further the functions of the Board, by the construction of a Class A Office Building, being a two or three-story structure providing 50,000 square feet of space (the "Facilities"), the Board deems it advisable that the Leased Property, defined herein, be leased to the Corporation for the purpose of developing, designing, and constructing the Facilities and leasing the Facilities and subleasing the Leased Property to CGI Federal, Inc., a Delaware corporation; and

WHEREAS, the Board and the Corporation have agreed to enter into this Ground Lease whereby the Board will lease to the Corporation the land described in Exhibit "A" hereto (the "Leased Property"); and

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall develop and construct the Facilities on the Land leased hereunder and the Corporation shall lease the Land and lease such Facilities to CGI Federal, Inc. pursuant to a CGI Lease (the "CGI Lease");

WHEREAS, the Board and the Corporation have agreed that upon termination of this Lease, the Board will assume all obligations of the Corporation under the CGI Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions of the Cooperative Endeavor Agreement, which are incorporated herein by this reference thereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and the Corporation hereby agree as follows:

**ARTICLE ONE**
LEASE OF LAND – TERMS OF LEASE

A. The Board does hereby let, demise, and rent to the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the “Land”) more particularly described on Exhibit “A” attached hereto, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the permitted encumbrances described on Exhibit “B” attached hereto.

B. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a term commencing on the effective date hereof and ending upon the termination of the CGI Lease, or transfer of ownership of the Facilities to the Board at the sole discretion of the Board. Upon termination of the Ground Lease, as provided herein, full ownership of the land and all buildings, improvements and appurtenances thereon, shall revert to the Board, subject to the CGI Lease further described in “f.” below, at which time the Board shall assume any and all obligations of the Corporation under said lease to CGI Federal, Inc.

C. During the term of this Lease, the Corporation agrees to use the premises for construction of the CGI Federal, Inc. building and for such other purposes as may be agreed to between the parties hereto.

D. Commencing on the Commencement Date and continuing throughout the Term the Corporation shall pay to the Board, at the address set forth in Section “I.” hereof, or such other place as the Board may designate from time to time in writing, as annual rent for the Land (“Rent”), the sum of $1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary date thereafter during the Term. As additional rent under his lease, the Corporation agrees to pay any and all amounts received as rental payments by its lessee under the CGI Lease described above.

E. Pursuant to a Cooperative Endeavor Agreement, the State of Louisiana, through the Louisiana Department for Economic Development (LED) shall provide the Corporation with a grant of $13.1 Million for Facility Costs, to be paid on a reimbursement basis of $1.00 from LED for each $1.00 expended by the Corporation or of which the Corporation owes payment under a binding obligation to expend for such purposes, upon certification of project milestones by the Facility Architect and in accordance with the procedures provided in Section 8.02(c) of the Cooperative Endeavor Agreement.

F. The State of Louisiana, through the Louisiana Department for Economic Development (LED) shall provide the University with a grant of $400,000 in support of a nominal rate land lease to CGI Federal, Inc. In addition, and pursuant to an Interagency Cooperative Endeavor Agreement between LED and the University, the State, through LED, shall provide the University with a $4.5 Million grant, payable over a ten-year term, for expansion of the School of Computing and Informatics at the University to substantially
increase the number of annual graduate students in computer science and related fields, including a targeted minimum 230% increase of bachelor degree graduates in Computer Science and directly related fields from academic year 2012-13 to academic year 2016-17.

G. The Corporation agrees that it will be responsible, either itself or through CGI Federal, Inc., for all operation and maintenance costs for the facility and the associated grounds and that the University shall have no obligation to furnish utilities or other services to the premises, though the University agrees to cooperate with the Corporation in securing necessary public utilities and data lines to the Facilities. Notwithstanding the foregoing, the University agrees that upon completion of the Facilities it shall maintain and repair the Structural Elements, including the bearing walls, roof, exterior walls, support beams, foundation, window frames, floor slabs and support columns of the Facilities, as well as all Facility Systems, including electrical, heating, ventilating and air conditioning, mechanical, plumbing, safety and health and telecommunication (voice/data/signal) systems. The Corporation shall notify the University immediately when any repair to be made by the University is necessary, after which notice the University shall have reasonable opportunity to repair same. If after notice by the Corporation, the University fails or refuses to perform any repairs, restoration work, or replacements which it is required to perform under this Lease within a reasonable time specified by the Corporation in its notice, the Corporation may elect to perform such work itself. The University shall reimburse the Corporation within thirty (30) days after the University receives the Corporation’s invoice for such work.

H. The Corporation agrees that during the term of this Lease it shall abide by the University Research Park Covenants and peacefully hold and enjoy the premises herein described.

I. The Corporation agrees that it will make no use of the premises which will interfere with the conduct of other activities on adjoining lands, that it will neither commit nor permit any nuisance, and upon a determination that a nuisance in fact exists, shall take immediate steps to abate the same.

J. The Corporation agrees that no assignment of the property shall be deemed effective by either party unless mutually consented to by both parties in writing.

K. Default by the University.

a. If and when the Corporation discovers that the University has defaulted in the performance or observance of any of the University’s covenants or obligations set forth in this Lease, the Corporation shall give the University notice specifying in what manner the University has defaulted and if the default shall not be cured by the University within the period of time provided for elsewhere in this Lease, and otherwise within thirty (30) days after the delivery of such notice (except that if the default cannot be cured within said thirty (30) day period, this period shall be extended for a reasonable additional time, provided that the University commences to cure the default within the thirty (30) day period and is at all times...
thereafter diligently pursuing the cure to completion) the Corporation may declare an event of default. If the Corporation declares an event of default, the Corporation may, at its option, cure the default and invoice the University for costs and expenses (including reasonable attorneys' fees and court costs) incurred by the Corporation therefor. If the University does not reimburse the Corporation within thirty (30) days after it receives the Corporation's invoice, the Corporation may deduct all such costs and expenses from any rent due and to become due hereunder. If the University's default materially and adversely affects the Corporation's or any of the Corporation's sub-tenants' rights under the Corporation's subleases with said sub-tenants, and the University fails to cure the default within the time period provided in this Section K, then the Corporation may terminate this Lease upon written notice to the University. If the Corporation terminates this Lease, the Corporation may recover all damages it incurs as a result, including, but not limited to, (i) the unamortized value over the Term of any improvements, alterations, replacements and other similar changes to the Premises performed by or on behalf of the Corporation's sub-tenants; (ii) the value of the Corporation's sub-tenants' furniture, fixtures and equipment that cannot be removed from the Facilities without incurring substantial cost; (iii) the cost of relocation, and (iv) that portion of rent that the Corporation's sub-tenants' are required to pay at a new location which exceeds the Base Rent and Additional Rent required to be paid by the Corporation's sub-leases.

b. In the event of a default by the University, which is not cured within the applicable cure period provided under this Section K, the Corporation shall be entitled to recoup from the University all reasonable costs and expenses incurred by the Corporation to enforce any provision of this Lease, including reasonable attorneys' fees and court costs. The waiver by the Corporation of a breach by the University of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

c. The parties hereby agree that any default under the Cooperative Endeavor Agreement shall constitute a default under this Lease.

L. Upon the termination of this Lease, all improvements erected upon the premises and all equipment owned by the Corporation, installed therein and found on the premises shall become the sole and exclusive property of the University, its successor, or assigns.

M. This agreement may be terminated in writing by mutual consent of the parties hereto.

N. This agreement may be amended from time to time in writing by mutual consent, such amendments becoming a part hereof and subject to all terms and conditions of this Lease.

**MISCELLANEOUS**

O. Severability. If any provision contained herein shall be held, for any reason, to be
invalid, illegal or unenforceable in any respect, such provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

P. Independent Status. The Corporation is independent of the University and nothing contained herein shall be construed to render either party hereto liable for any of the debts or obligations of the other.

Q. Indemnification by the Corporation. The Corporation agrees to indemnify, save and hold harmless the University, as well as the Board of Supervisors for the University of Louisiana System, Louisiana Board of Regents, officers, employees, and agents, against any and all claims, damages, liability whatsoever, including costs, expenses and attorney's fees incurred as a result of any act or omission by the Corporation or its employees, agents, or subcontractors relating to the provisions of the Agreement.

R. Indemnification by the Board. The Board, through the University, agrees to defend, indemnify, save and hold harmless CGI Federal, Inc., the Corporation and its Board Members, officers, employees and agents, against any and all claims, damages and liability whatsoever including costs, expenses and attorney's fees incurred as a result of any negligent act or omission by the Board or the University or its employees, or agents relating to the provisions of this Lease. Further, as provided in Section “L.” above, upon termination of this Ground Lease, the Board, through the University, agrees to defend, indemnify and hold harmless CGI Federal, Inc., the Corporation and its Board Members, officers, employees and agents, against any and all claims, damages and liability whatsoever, including costs, expenses and attorney's fees incurred, as a result of any negligent act or omission by the Board or the University or its employees or agents arising from or relating to the obligations of the lessor under the provisions of the CGI Lease.

S. Assignment. This Agreement, and the rights and benefits of the parties hereto, may not be assigned in whole or in part by either party without prior written consent signed by both parties.

T. Governing Law. This Agreement and its performance shall be construed and enforced in accordance with the laws of the State of Louisiana.

U. Conflict Resolution. In the event of any dispute between the Corporation and the University, as to their relationship or any terms or conditions of this Agreement, the following steps will be initiated to resolve such dispute:

1. A party (referred to as “plaintiff” on occasion) may begin initiation of negotiations by delivering a written letter to the opposing party (referred to as “defendant” on occasion) describing the dispute and identifying any related documents, data and/or information relied upon in support of its contention. Following such notice the President of the Corporation and the President of the university will meet and attempt to resolve the dispute.
2. If parties are unable to resolve the dispute within twenty (20) working days, a committee of two representatives of the Corporation and two representatives of the University will meet to resolve the dispute.

3. If the dispute is not resolved within thirty (30) working days of the first meeting of informal negotiations, the plaintiff party will submit a final written offer for settling all disputed items or a notice that it will not offer to settle the dispute. Within five (5) working days of its receipt, the defendant party must accept or reject the written offer.

4. If the parties at this point have settled the dispute, they will immediately execute settlement agreements and any other applicable document amendments. If the dispute has not been resolved, both parties agree to select a mutually agreeable Louisiana attorney arbitrator, with not less than ten (10) years of experience with arbitration proceedings, from the American Arbitration Association panel. The arbitrator will decide the issues in the dispute and make a decision within the bounds set by the contentions of the parties. The decision of the arbitrator is final and binding on all parties and non-appealable.

V. No Third Party Beneficiaries. Except for CGI Federal, Inc. with regard to Lessor's indemnification obligations set forth in Article I, Section R above, as well as its obligation to assume any and all obligations of the Corporation under the CGI Lease under Article I, Section B above, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement or the transactions contemplated hereby on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

W. Notices. All notices required or desired to be given hereunder shall be in writing and shall be sent by either personal delivery or mail, addressed as follows:

If to the Board:

Board of Supervisors for the University of Louisiana System
Claiborne Building, Suite 7-300
1201 North Third Street
Baton Rouge, Louisiana 70802
Attention: Assistant Vice President of Facilities Planning

with copies to:

University of Louisiana at Lafayette
P. O. Drawer 41008  
Lafayette, Louisiana 70504  
Attention: E. Joseph Savoie, President  
Jerry Luke LeBlanc

If to the Corporation:

Nicholas Gachassin, Jr., Chairman  
Gachassin Law Firm  
P.O. Box 80369  
Lafayette, Louisiana 70598

with a copy to:

B. Hunter Trahan  
Ragin' Cajun Facilities, Inc.  
c/o University of Louisiana at Lafayette  
104 University Circle  
Lafayette, Louisiana 70503

Stephen J. Oats  
Oats & Marino, a Partnership of Professional Corporations  
Suite 400  
100 E. Vermilion Street  
Lafayette, Louisiana 70501

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

X. Survivability. Notwithstanding anything in this Ground Lease to the contrary, Sections B, G, P, Q, R, S and T herein shall survive the termination of this Ground Lease and at all times remain in full force and effect.

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SIGNATURES TO FOLLOW
IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors of the Louisiana System on the ___ day of __________________, 2016.

WITNESSES:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By: _____________________________________________
E. Joseph Savoie, President
University of Louisiana at Lafayette
Authorized Representative

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of Ragin' Cajun Facilities, Inc., on the _____ day of __________________, 2016.

WITNESSES:

RAGIN' CAJUN FACILITIES, INC.

By: _____________________________________________
Nicholas Gachassin, Jr., Chairman
STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this _____ day of __________, 2016, before me, the undersigned authority, duly commissioned, qualified and sworn with in and for the State and Parish aforesaid, personally came and appeared:

E. JOSEPH SAVOIE

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Authorized Representative of the Board of Supervisors for the University of Louisiana System (the “Board”), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

WITNESSES:

__________________________________

E. Joseph Savoie, President
University of Louisiana at Lafayette
Authorized Representative

__________________________________

NOTARY PUBLIC
STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this _____ day of____________, 2016, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

NICHOLAS GACHASSIN, JR.

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the Chairman of Ragin' Cajun Facilities, Inc. (the “Corporation”), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

WITNESSES:

__________________________________________________________________________

Nicholas Gachassin, Jr., Chairman

__________________________________________________________________________

NOTARY PUBLIC
EXHIBIT A

PROPERTY DESCRIPTION

As referenced in a survey dated December 15, 2014 by Ronkartz-Oestriecher (Job reference 14024-01), starting from control point 1 (CP1) bearing S52° 52' 05"W for 504', then N37° 07' 55"W for 255.6', then S52° 52' 05"W for 77.5', then S37° 07' 55"E for 249.38', then S57° 28' 08"W for 202.22', then S32° 31' 52"E for 156.5', then N57° 28' 08"E for 342.13', then N52° 52' 05"E for 187.96', then S32° 31' 52"E for 362.93', then N57° 28' 08"E for 260.61', then N30° 36' 11"W for 298.02', then N36° 39' 02"W for 247.59' returning to CP1.
PERMITTED ENCUMBRANCES

None.