AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:50 a.m., Thursday, June 22, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Shawn Murphy, Vice Chair
Mr. James Carter
Dr. John Condos
Dr. Pamela Egan
Mr. Mark Romero
Mr. Robert Shreve

A. Call to Order
B. Roll Call
C. Consent Agenda:

Board Agenda Item H.1.

Louisiana Tech University’s request for approval to exchange property with Brister Baptist Church located in Arkansas.

Board Agenda Item H.2.

McNeese State University’s request for approval to name a section of the Quadrangle the “Dr. Robert D. Hebert Plaza.”

Board Agenda Item H.3.

Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for the installation of artificial turf at the Raymond Didier Baseball Field Complex.

Board Agenda Item H.4.

Nicholls State University’s request for approval to name the infield at Ray Didier Baseball Field the “Ben Meyer Diamond.”

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item H.5.

Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for installation of a new scoreboard at John L. Guidry Stadium.

Board Agenda Item H.6.

Nicholls State University’s request for approval to accept the donation of .98+ acres of land from Acadia Agricultural Holdings, LLC.

Board Agenda Item H.7.

Northwestern State University’s request for approval to enter into and execute a Lease Agreement with the National Park Service, or its parent, subsidiary, affiliate or other related company, for 14,712 square feet of usable space of Nelson Hall, the “Women’s Old Gymnasium.”

Board Agenda Item H.8.

Southeastern Louisiana University’s request for approval of a quitclaim deed transfer from Davis Companies-SELU, LLC, a Florida limited liability company.

Board Agenda Item H.9.

Southeastern Louisiana University’s request for approval to name the nursing simulation lab in the Kinesiology and Health Studies Annex the “John and Beverly Manzella Simulation Lab.”

Board Agenda Item H.10.

University of Louisiana at Lafayette’s request for approval to name the Student Athlete Performance Center the “Donald and Janice Mosing Student Athlete Performance Center.”

Board Agenda Item H.11.

University of Louisiana at Lafayette’s request for approval to name the Welcome Center at Cade Farm the “Dr. Thomas J. Arceneaux Welcome Center.”

Board Agenda Item H.12.

University of Louisiana at Lafayette’s request for approval to enter into a Ground Lease/Lease Back Agreement with Ragin’ Cajun Facilities, Inc. to renovate and expand FG Mouton Hall to include the creation of the Marais Financial Services Laboratory.
Facilities Planning Committee
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Board Agenda Item H.13.

University of Louisiana at Lafayette’s request for approval to name the B.I. Moody III College of Business Administration Financial Services Lab the “Maraist Financial Services Laboratory.”

Board Agenda Item H.14.

University of New Orleans’ request for approval to rename the limited area of green space and water feature between the Amphitheater and the Earl K. Long Library “The Robert W. Merrick/Latter & Blum Patio.”

D. Other Business

E. Adjournment
Item H.1. Louisiana Tech University's request to exchange property with Brister Baptist Church located in Arkansas.

EXECUTIVE SUMMARY

The University is requesting Board approval to exchange property with Brister Baptist Church. Louisiana Tech University was the beneficiary of a generous bequest from Mr. James H. Blanchard, Jr. The bequest is approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33, and 34, Township 18 South, Range 20 West, Columbia County, Arkansas. The Board of Supervisors for the University of Louisiana System approved receipt of this land at its October meeting in 2015.

Brister Baptist Church is located on a three-acre tract in Arkansas that adjoins the University property. The church is land-locked and unable to expand its plant to meet the growing mission of the church. To address their land needs, the church has requested to acquire seven acres of the University tract via a property exchange of seven acres of land acquired by the church. The property that the church owns adjoins the University tract. The University will not be paying out any money in this exchange, and existing ownership of mineral rights by both parties will not change.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to exchange property with Brister Baptist Church located in Arkansas.

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

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute said property exchange.

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

At its October 2015, the Board of Supervisors for the University of Louisiana System authorized the receipt of the bequest of 540 acres of land in Columbia County Arkansas from Mr. James H. Blanchard, Jr.

The University property is adjacent to Brister Baptist Church which sits on a three acre tract. The church is essentially land locked and has requested to acquire seven acres of the University tract via a property exchange of seven acres of land acquired by the church. The property that the church owns adjoins the University tract.

The tract owned by the church has an appraised value of $21,000 and has an established stand of trees. The tract that the church has requested has an appraised value of $17,500.00. Along with the MAI appraisals, Brister Baptist Church has provided title abstracts for both tracts, phase 1 environmental assessment of the tract they are providing and surveys of both tracts.

We have discussed the proposed exchange with the executor of the estate and believe that the exchange is appropriate and within the intent of Mr. Blanchard. The exchange does not impair the educational or income potential of the property.

Louisiana Tech University is requesting permission to proceed with this land exchange, subject to review and approval by Board Staff and Legal Counsel of all documents required for administrative review and legal transfer. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange.

Sincerely,

Leslie K. Guice
President

sw
attachment
April 3, 2017

Board of Supervisors
University of Louisiana System
1201 N. Third St., Suite 7-300
Baton Rouge, LA 70802

Dear Sirs:

Thank you for your consideration of our proposed land exchange between Louisiana Tech University and Brister Baptist Church. As you review the enclosed documentation, we hope you will see that this request will be beneficial to both entities.

The intent and purpose of our request is simple: our church is landlocked, and additional property is needed to facilitate future growth. Our need for this land is critical. Brister Baptist Church is located on approximately 3 acres in rural Columbia County, Arkansas, near the Louisiana state line. Our church has outgrown this space and desires to acquire the additional land for parking, construction of much-needed facilities, and other future developments.

We also own a 7-acre parcel of land adjacent to a large tract of land owned by the University. Our seven acres is not connected to the 3 acres on which our church facilities are presently situated. We propose to exchange our 7-acre parcel for 7 acres from the University’s tract adjoining our church grounds. While no mineral right will be exchanged, the enclosed MAI appraisal demonstrates that this request will result in the University receiving a more valuable tract of land.

Thank you again for your consideration of this request. We will be happy to answer any additional questions you may have as this item is deliberated.

Sincerely,

C. Eric Goble, D.Ed.Min.
Pastor

Enclosures
January 5, 2017

Brister Baptist Church
ATTN: Mr. Tim Cole
3711 Hwy 79 South
Emerson, AR 71740

VACANT LAND – 7.0 ACRES TOTAL
BUYER: BRISTER BAPTIST CHURCH
COLUMBIA COUNTY ROAD 8
COLUMBIA COUNTY, AR

Dear Sirs and/or Madams:

As per our agreement, I have completed an appraisal of the above referenced property for the purpose of reporting to you an estimate of "Market Value" of the subject property as of the date of appraisal. Based on the Arkansas Certified Real Estate Appraisers Law, this appraisal is identified as a "Certified Appraisal". The appraisal is also meant to comply with applicable FIRREA appraisal standards.

The subject property consists of a tract of land located at the north side of Columbia County Road 8 approximately one mile east of US Highway 79, totaling 7.0 acres per furnished survey and legal description. The property is located near Emerson, in the southeast part of Columbia County, Arkansas.

The appraisal is made in accordance with the "Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute" of which I am a member. The property is appraised applicable to the fee simple estate, free and clear of any other liens or encumbrances.

After a thorough property inspection, pertinent data and information was gathered and analyzed, and is the basis of the appraisal report. The analysis relates to the location, trends, market data, highest and best use, improvement costs, and other factors that influence value. This report is a summary of the data, analysis, and conclusions, together with maps, illustrations, and other pertinent information, which are considered essential in presenting the opinion of value expressed herein.

During the site inspection the appraiser looked for any visible signs of environmental problems and none were observed.
LETTER
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Based on the analysis of the data obtained, the "Market Value" of the subject property, based on a reasonable
exposure period which is estimated to be one year, as of January 3, 2017, the date of onsite property visit and
viewing, is estimated as follows:

TOTAL- 7.0 acres @ $3,000 per acre = $21,000

I appreciate the opportunity to be of service.

Respectfully Submitted,

Robin P. Beck, MAI
Arkansas State Certified General Real Estate Appraiser
CG1533N. Expiration date January 31, 2017

RPB/hs
Boundary Survey

Located in a Portion of Section 28, Township 18 South, Range 20 West Columbia County, Arkansas

LEGAL DESCRIPTION:

A PARCEL OF LAND Situated in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Township 18 South, Range 20 West, Columbia County, Arkansas, more particularly described as follows:

BOUNDARY:

1. coincide with the West line of SW 1/4 SW 1/4, thence North 10 degrees 20 minutes 30 seconds East a distance of 398.50 feet to an existing iron pipe, said point being the point of beginning. thence North 30 degrees 20 minutes 30 seconds East a distance of 398.50 feet to an existing railroad spike lying in the Center of County Road 48; thence along the Centerline North 45 degrees 15 minutes 30 seconds East a distance of 248.70 feet to a point on the North line of County Road 48, thence along the North line of County Road 48 East 45 degrees 15 minutes 30 seconds a distance of 248.70 feet to a point on the North line of County Road 48; thence along the North line of County Road 48 North 45 degrees 15 minutes 30 seconds East a distance of 180.60 feet to a point where the North line of County Road 48, thence along the North line of County Road 48 North 45 degrees 15 minutes 30 seconds East a distance of 180.60 feet to a point on the West line of SW 1/4 SW 1/4, thence along the West line of SW 1/4 SW 1/4 a distance of 398.50 feet to the point of beginning.

Date: 11/29/06

File No.: 2016P0213

LANDSURVEYOR:

State of Arkansas

The above plat has been surveyed and described according to the laws of the State of Arkansas. The survey was completed on the 17th day of November, 2016, and is done for the purposes set forth in the description.

PHILIP L. HOLLAND, PLLC No. 1341
411 ELDONIA ROAD, MACON, AR 71957
NOTE: THIS PLAT SHOULD NOT BE CONSIDERED VALID WITHOUT INKED SURVEYOR'S STAMP AND SIGNATURE. BEARINGS BASED ON NAD 83 (2013) ARKANSAS STATE PLANE - GRID NORTH NO PHOTO COPIES. © COPYRIGHT 2016

ACKER. COA. 41391

LA COA. 8320
Item H.2.  McNeese State University’s request for approval to name a section of the Quadrangle the “Dr. Robert D. Hebert Plaza.”

EXECUTIVE SUMMARY

The University requests approval to name a section of the Quadrangle the “Dr. Robert D. Hebert Plaza.” Dr. Robert “Bob” Hebert served as President of McNeese State University for 23 years. He retired on June 30, 2010 after 41 years of service to the University and was named President-Emeritus by the Board of Supervisors for the University of Louisiana System on August 27, 2010. Dr. Hebert died on May 31, 2016.

Under his leadership, McNeese grew and thrived. In addition to academic enhancements and strengthening community relations during his tenure as President, Dr. Hebert played a key role in the appropriation of over $133 million from both public and private sources for major repairs, renovations, and new construction at McNeese including the renovation of the “Quad” and creation of John McNeese Park. Dr. Hebert’s family has committed to a $100,000 fundraising campaign to assist in enhancements to the plaza and increasing the assets in the Bob and Lily Ann Hebert Scholarship Fund.

See attached 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 name a section of the Quadrangle the “Dr. Robert D. Hebert Plaza.”
May 31, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University’s request to name a section of the Quadrangle, “Dr. Robert D. Hebert Plaza” and that this request be placed on the ULS Board of Supervisors’ agenda for consideration and approval at the June 22, 2017 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Is
Enclosures
May 31, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

I request approval for McNeese State University to name a section of the Quadrangle, “Dr. Robert D. Hebert Plaza.” Dr. Hebert was a former President of McNeese who retired on June 30, 2010. Dr. Hebert died on May 31, 2016. Following is a summary of Dr. Hebert’s accomplishments:

Dr. Robert “Bob” Hebert served as President of McNeese State University for 23 years. He retired on June 30, 2010 after 41 years of service to the University and was named President-Emeritus by the Board of Supervisors for the University of Louisiana System on August 27, 2010. Dr. Hebert died on May 31, 2016.

Under his leadership McNeese grew and thrived. In addition to academic enhancements and strengthening community relations during his tenure as president, Dr. Hebert played a key role in the appropriation of over $133 million from both public and private sources for major repairs, renovations, and new construction at McNeese including the renovation of the “Quad” and creation of John McNeese Park.

Dr. Hebert’s family has committed to a $100,000 fund raising campaign to assist in enhancements to the plaza and increasing the assets in the Bob and Lily Ann Hebert Scholarship Fund.

Thank you for your approval of this request to honor him for his many contributions.

Sincerely,

Philip C. Williams
President
Item H.3. Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for the installation of artificial turf at the Raymond Didier Baseball Field Complex.

EXECUTIVE SUMMARY

Currently, the Raymond Didier Baseball Field is natural grass. The University desires to install turf on the infield and foul line areas to reduce the costs associated with the labor, tools, materials and equipment required to maintain the field.

To carry out the project, the University would lease the Raymond Didier Baseball Field to the Nicholls State University Foundation. The Foundation would fund the turf installation and complete the project. Upon completion of the project, the Foundation will execute a donation to the University. Once the donation is fully executed, the lease will terminate.

Nicholls State University requests permission to enter into a land lease with the Nicholls State University Foundation for the purpose described above.

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 enter into a Ground Lease Agreement with the Nicholls State University Foundation for the installation of artificial turf at the Raymond Didier Baseball Field Complex.

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

BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Ground Lease Agreement and subsequent donation.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
May 30, 2017

Dr. Jim Henderson  
System President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 22, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

*Request approval to enter into a Lease Agreement with the Nicholls Foundation to purchase and install synthetic turf at Ray E. Didier Field*

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy  
President  

BTM/jms

Enclosures

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

STATE OF LOUISIANA
PARISH OF LAFOURCHE

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA
SYSTEM with and on behalf of Nicholls State University, represented herein by Dr.
Bruce Murphy duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESOR" and,

NICHOLLS STATE UNIVERSITY FOUNDATION, a non-profit corporation,
domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074,
Thibodaux, Louisiana 70310, represented herein by its duly authorized representative
Christopher Riviere, President of the Nicholls State University Foundation.

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

WITNESSETH

ARTICLE I
LEASE OF PROPERTY

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

All the property described on Exhibit A, the "Leased Property".

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property,
and for which Lessor is granting this Lease, is for Tenant to purchase and install a new artificial
turf baseball infield and sidelines at the Ray E. Didier Field, identified in Exhibit A, hereinafter
the "Project". The Turf Field Warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2
TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 23rd day of June 2020 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3
RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar ($1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4
WARRANTY

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

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

ARTICLE 5
UTILITIES

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

ARTICLE 6
MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7
IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

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

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8
INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

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

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of
S1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 **Named Insured.** All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 **Non-Cancellation Agreement.** Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

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

**ARTICLE 9**

**TAXES AND ASSESSMENTS**

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

**ARTICLE 10**

**INDEMNITY**

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

ARTICLE 11
ASSIGNMENT OR SUBLEASE

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

ARTICLE 12
DEFAULT

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

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

ARTICLE 13
NOTICES

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

Lessor: c/o Terry P. Braud, Jr., Vice President for Finance and Administration
        P. O. Box 2070
        Thibodaux, LA 70310

Tenant: c/o Christopher Riviere, President
        Nicholls State University Foundation
        P. O. Box 2074
        Thibodaux, LA 70310

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

**ARTICLE 14**
**SURRENDER OF POSSESSION**

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

**ARTICLE 15**
**SPECIFIC PERFORMANCE**

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

**ARTICLE 16**
**BINDING EFFECT**

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

**ARTICLE 17**
**GENDER**

17.1 *Gender.* Where the word "Lessor" or the word "Tenant" occurs in this
instrument or is referred to the same shall be construed as singular or plural, masculine,
feminine or neuter.

**ARTICLE 18**
**SEVERABILITY**

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

**ARTICLE 19**
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be June ____, 2017.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ____ day of ___, 2017.

WITNESSES: ___________________________ ___________________________

NICHOLLS STATE UNIVERSITY FOUNDATION

______________________________
Christopher Riviere, President

______________________________

NOTARY PUBLIC
Print Name: ___________________________
Notary ID #: __________________________
My Commission is: ______

WITNESSES: ___________________________ ___________________________

NICHOLLS STATE UNIVERSITY

______________________________
Dr. Bruce T. Murphy, President

______________________________

NOTARY PUBLIC
Print Name: ___________________________
Notary ID #: __________________________
My Commission is: ______
**EXHIBIT B**

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

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

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

The portion of land located at Ray E. Didier Field at Nicholls State University in Thibodaux, LA as noted on the attached diagram.
Item H.4. Nicholls State University’s request for approval to name the infield at Ray Didier Baseball Field the “Ben Meyer Diamond.”

EXECUTIVE SUMMARY

The University is requesting approval to name the infield at Ray Didier Baseball Field the “Ben Meyer Diamond” in honor of Thomas Meyer’s late brother. A resident of Thibodaux and long-standing supporter of the University and its athletics department, Thomas Meyer recently pledged a significant amount of money for athletic facilities’ improvements. The University is currently seeking ULS approval to make improvements to the infield and foul territory areas of its baseball field, through the Nicholls State University Foundation, in the form of a synthetic playing surface.

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 Nicholls State University’s request for approval to name the infield at Ray Didier Baseball Field the “Ben Meyer Diamond.”
May 30, 2017

Dr. Jim Henderson
System President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 22, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Request approval to name the diamond at Ray E. Didier Field the Ben Meyer Diamond

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BTM/jms

Enclosures

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Eugene Dial, Vice President for Student Affairs
Dr. Neal Weaver, Vice President for University Advancement
Mr. Terry Braud, Vice President for Finance and Administration
Mr. Alex Arceneaux, Chief of Staff
Mrs. Stacy LeJeune, Internal Auditor
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
June 12, 2017

Dr. Jim Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

RE: Request to name the infield at Ray Didier Baseball Field the “Ben Meyer Diamond”

Dear Dr. Henderson,

Nicholls State University hereby requests approval to name the infield area at the Ray Didier Baseball Field facility on our campus the Ben Meyer Diamond.

The University recently received a significant donation from Mr. Thomas Meyer, brother of Mr. Ben Meyer, to be used for athletic facilities improvements. The donation was made to the University in memory of Mr. Ben Meyer who passed away in 2001 while attending Nicholls State. The Meyer family has supported the University, the athletic program, and particularly the Baseball Program for many years. Further, the Meyer family is very involved in our local and regional community and has earned the respect of many business and civic leaders. The naming of the infield in memoriam of Mr. Ben Meyer would be an appropriate recognition of the family’s generosity and support of the University.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to rename the infield area at the Ray Didier Baseball Field the Ben Meyer Diamond.

Sincerely,

Bruce T. Murphy
President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 22, 2017

Item H.5. Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for installation of a new scoreboard at John L. Guidry Stadium.

EXECUTIVE SUMMARY

The existing scoreboard at John L. Guidry Stadium was installed in 2009 and needs replacement. The current scoreboard technology is out of date and repair parts are scarce.

To carry out the project, Nicholls would lease a portion of the land of the north end-zone area to the Nicholls State University Foundation. The Foundation would fund the scoreboard replacement and complete the project. Upon completion of the project, the Foundation will execute a donation to the University. Once the donation is fully executed, the lease will terminate.

Nicholls State University requests permission to enter into a land lease with the Nicholls State University Foundation for the purpose described above.

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 enter into a Ground Lease Agreement with the Nicholls State University Foundation for installation of a new scoreboard at John L. Guidry Stadium.

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

BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Ground Lease Agreement, and subsequent donation.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
May 30, 2017

Dr. Jim Henderson
System President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 22, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Request for approval to enter into a Lease Agreement with the Nicholls Foundation to purchase and install a new scoreboard at Guidry Stadium

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BTM/jms

Enclosures

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

STATE OF LOUISIANA
PARISH OF LAFOURCHE

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA
SYSTEM with and on behalf of Nicholls State University, represented herein by Dr.
Bruce Murphy duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

NICHOLLS STATE UNIVERSITY FOUNDATION, a non-profit corporation,
domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074,
Thibodaux, Louisiana 70310, represented herein by its duly authorized representative
Christopher Riviere, President of the Nicholls State University Foundation.

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

WITNESSETH

ARTICLE 1
LEASE OF PROPERTY

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

All the property described on Exhibit A, the "Leased Property".

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property,
and for which Lessor is granting this Lease, is for Tenant to purchase and install a new
scoreboard at John L. Guidry Stadium, identified in Exhibit A, hereinafter the "Project". The
Scoreboard Warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

**ARTICLE 2**
**TERM**

2.1 **Term.** The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 23rd day of June 2020 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3**
**RENT**

3.1 **Consideration.** In consideration of said Lease, Tenant shall pay one dollar ($1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

**ARTICLE 4**
**WARRANTY**

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

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

**ARTICLE 5**
**UTILITIES**

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

**ARTICLE 6**
**MAINTENANCE AND REPAIRS**

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

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

6.3 **Regulations.** Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.
ARTICLE 7
IMPROVEMENTS

7.1 **Ownership.** Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

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

7.2.1 **Ownership.** Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8
INSURANCE

8.1 **Insurance by Tenant.** During the term of this Lease Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

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

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

8.1.3 **Named Insured.** All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 **Non-Cancellation Agreement.** Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

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

**ARTICLE 9**

**TAXES AND ASSESSMENTS**

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

**ARTICLE 10**

**INDEMNITY**

10.1 **Indemnity.** Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.
ARTICLE 11
ASSIGNMENT OR SUBLEASE

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

ARTICLE 12
DEFAULT

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

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

ARTICLE 13
NOTICES

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

Lessor: c/o Terry P. Braud, Jr., Vice President for Finance and Administration
P. O. Box 2070
Thibodaux, LA 70310

Tenant: c/o Christopher Riviere, President
Nicholls State University Foundation
P. O. Box 2074
Thibodaux, LA 70310

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

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

ARTICLE 15
SPECIFIC PERFORMANCE

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

ARTICLE 16
BINDING EFFECT

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

ARTICLE 17
GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter.

ARTICLE 18
SEVERABILITY

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

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be June _____, 2017.
THIS DONE AND PASSED in the presence of the undersigned competent
witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ___
day of __, 2017.

WITNESSES: NICHOLLS STATE UNIVERSITY
           FOUNDATION

__________________
Christopher Riviere, President

__________________
NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: ___

WITNESSES: NICHOLLS STATE UNIVERSITY

__________________
Dr. Bruce T. Murphy, President

__________________
NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: ___
**EXHIBIT B**

INSURANCE REQUIREMENTS FOR CONTRACTORS.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

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

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 22, 2017

Item H.6. Nicholls State University’s request for approval to accept the donation of .98+ acres of land from Acadia Agricultural Holdings, LLC.

EXECUTIVE SUMMARY

The University is requesting Board approval to accept the donation of .98+ acres of land from Acadia Agricultural Holdings, LLC as depicted on the aerial photograph prepared by T. Baker Smith dated March 21, 2017. The subject property is located in east Thibodaux, directly across from the front of the campus along Louisiana Highway 1. Specifically, it is the “batture” portion of land between the highway and Bayou Lafourche.

In 2007, the Board purchased approximately 57 acres of land from Acadia Agricultural Holdings, LLC directly adjacent to the east of the main campus, for present and future growth. At the same time of this purchase, Acadia Agricultural Holdings, LLC donated approximately 17 acres to the University. The Student Recreation Center that opened in September 2012 was built on a portion of the donated land. The Lanny Ledet Building that houses the Chef John Folse Culinary Institute that opened in August of 2015 was built on eight acres of this same land that fronts Highway 1. The “batture,” directly across from the new culinary building, was not part of the sale or donation in 2007. The owners now desire to donate this land to the University, which will eliminate the possibility of future private development of the land. The appraised value of the subject property is $229,700. The University will maintain the land utilizing existing workforce.

See attached for additional 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 Nicholls State University’s request for approval to accept the donation of .98+ acres of land from Acadia Agricultural Holdings, LLC.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.
BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute said property donation.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
May 30, 2017

Dr. Jim Henderson
System President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 22, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Approval to Accept Donation of .98± Acres of Land from Acadia Agricultural Holdings, L.L.C.

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BTM/jms

Enclosures

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Eugene Dial, Vice President for Student Affairs
Dr. Neal Weaver, Vice President for University Advancement
Mr. Terry Braud, Vice President for Finance and Administration
Mr. Alex Arceneaux, Chief of Staff
Mrs. Stacy LeJeune, Internal Auditor
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
UNITED STATES OF AMERICA  
STATE OF LOUISIANA 
PARISH OF LAFOURCHE

ACT OF DONATION

BEFORE US, the undersigned authorities, in and for the places hereinafter shown and on 
the dates hereinafter shown, and in the presence of the undersigned competent witnesses came 
and appeared:

ACADIA AGRICULTURAL HOLDINGS, L.L.C. (T.IN. xx-xxxx8931), a 
limited liability company organized and existing under the laws of the State of 
Louisiana, domiciled in the Parish of Lafourche, its current mailing address 
being 110 Rue Angelique, Thibodaux, Louisiana 70301, herein represented by 
its duly authorized Co-Managers, Ronald J. Adams and Jacob A. Giardina, 
by virtue of a Certificate of the Company attached hereto and made a part 
hereof (Exhibit A);

(hereinafter sometimes referred to as “Donor”),

And

THE BOARD OF SUPERVISORS (the “Board”) FOR THE UNIVERSITY OF 
LOUISIANA SYSTEM (“ULS”), an agency of the State of Louisiana, with and on behalf of 
NICHOLLS STATE UNIVERSITY (the “University”), herein represented by its duly 
authorized representative Dr. Bruce Murphy, President of the University by virtue of the 
approved resolution by the Board on June 23, 2017 attached hereto and made a part hereof 
(Exhibit B);

(hereinafter sometimes referred to as “Donee”).

The Donor does appear and declare that in consideration of the public benefit to be 
derived thereby, it does, by these presents, irrevocably donate inter vivos, give, grant, transfer, 
and set over a batture tract of land, measuring approximately 0.98 acres, together with all 
buildings and improvements thereon and all rights, way, privileges, servitudes, appurtenances 
and advantages thereunto belonging or in any way appertaining (sometimes hereinafter referred 
to as “Donated Property”), all without legal warranties of any nature or kind, but with full 
substitution and subrogation in and to all rights and actions of warranty which said Donor has or 
may have against all preceding owners and vendors.

Donor does deliver, subject to the conditions hereinafter recited, to Donee the Donated
Property which is more fully described in Exhibit C attached hereto and made a part hereof and is further depicted on the Plat attached hereto and made a part hereof as “Exhibit D”.

Donor hereby donates the approximately 0.98 acres tract of land and Donee accepts said tract of land subject to all prior reservations, restrictions, etc. This conveyance is made and accepted subject to the following additional terms and conditions:

1. The transfer of the Donated Property pursuant to this Act of Donation expressly excludes all, and there is no intent to convey any, minerals or mineral rights affecting the Donated Property, including but not limited to any rights to explore for or produced oil, gas, or other minerals, royalties and overriding royalties. In addition, Donor hereby expressly reserves unto itself, and its successors and assigns, in perpetuity pursuant to La. R.S. 31:149, all minerals and mineral rights, including but not limited to all of the subsurface oil, gas and liquid hydrocarbons, and including any reversionary rights thereto as well as all royalty rights which appertain to the Donated Property, to and for the benefit of Donor, its successors and assigns, to the full extent allowed by law, whether or not Donor owns the mineral rights reserved herein as of the date of this Donation. No surface operations may be conducted on the Donated Property. The Donated Property may be accessed by directional drilling, but may not be penetrated at depth less than 500 feet. Donor may develop minerals from the Donated Property by pooling or unitization of the Donated Property with other tracts.

2. The parties hereto waive and dispense with the production of any mortgage, conveyance or other certificates, required by law, and relieve and release us, notaries, from any and all responsibility in connection therewith.

3. The estimated value of the Donated Property is TWO HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED AND 00/100 ($229,700.00) DOLLARS.

4. Donor does, by these presents, donate and deliver the Donated Property to the Donee, through its duly authorized representatives, who declared that it has accepted and does hereby accept and acknowledge said gift of the Donated
Property from Donor with gratitude, subject to and in conformity with all the conditions, provision and stipulations herein set forth.

5. It is agreed by the parties hereto that the ____ day of __________, 2017 shall be the effective date of this Act of Donation, regardless of the date it is signed by the parties hereto.

6. This Act of Donation may be executed in one or more counterparts and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same documents. All counterparts so executed and delivered shall be deemed to be an original, shall be construed together and shall constitute one agreement.

THUS DONE, PASSED AND SIGNED on the ____ day of __________, 2017, before me, the undersigned Notary Public, in Lafourche Parish, State of Louisiana, and in the presence of the undersigned competent witnesses, ________________ and ________________, who have signed their names with said appearer, and me, after reading of the whole.

WITNESSES:

______________

ACADIA AGRICULTURAL HOLDINGS, L.L.C.

______________

RONALD J. ADAMS, CO-MANAGER

______________

JACOB A. GIARDINA, CO-MANAGER

______________

NOTARY PUBLIC
HAROLD M. BLOCK
LA BAR ROLL #3150

THUS DONE, PASSED AND SIGNED on the ____ day of __________, 2017, before me, the undersigned Notary Public, in and for the Parish ________________, State
of Louisiana, and in the presence of the undersigned competent witnesses,

__________________________ and ________________________, who have signed their names

with said appearer, and me, after reading of the whole.

WITNESSES: ________________________________ THE BOARD OF SUPERVISORS FOR THE

UNIVERSITY OF LOUISIANA SYSTEM

BY: ________________________________

DR. BRUCE MURPHY,

BOARD REPRESENTATIVE

__________________________

NOTARY PUBLIC

LA BAR ROLL # _________
EXHIBIT "C"

PROPERTY DESCRIPTION FOR DONATED PROPERTY

Commencing at a point of being the northernmost right-of-way of Louisiana Highway No. 1 and the southwestern property corner of Tract 4 of Acadia Plantation, said point being the "POINT OF BEGINNING."

Thence, North 71° 49' 58" West a distance of 32.05' to a point;
Thence, North 73° 50' 22" West a distance of 234.28' to a point;
Thence, North 74° 11' 43" West a distance of 292.14' to a point;
Thence, North 15° 43' 20" East a distance of 100.91' to a point;
Thence, South 75° 04' 48" East a distance of 177.80' to a point;
Thence, South 68° 25' 22" East a distance of 101.76' to a point;
Thence, South 70° 53' 02" East a distance of 166.60' to a point;
Thence, South 66° 40' 35" East a distance of 127.30' to a point
Thence, South 26° 18' 38" West a distance 0171.11' to a point; said point being the "POINT OF BEGINNING."
EXHIBIT A
ACADIA AGRICULTURAL HOLDINGS, L.L.C.
CERTIFICATE OF THE LIMITED LIABILITY COMPANY

This Certificate is issued pursuant to law by ACADIA AGRICULTURAL HOLDINGS, L.L.C. and all parties of interest may rely on the representations herein in accordance with Louisiana R.S.12:131 (c). The undersigned, the Co-Managers of ACADIA AGRICULTURAL HOLDINGS, L.L.C. (the “Company”), declare that:

Jacob A. Giardina and Ronald J. Adams are the Co-Managers of the Company and as such have the authority to certify (a) the membership of any member or manager, (b) the authenticity of the records of the Company, and (c) the authority of any person to act on behalf of the Company.

The Co-Managers hereby certify that they, Jacob A. Giardina and Ronald J. Adams, are the Co-Managers of the Company and are duly authorized, empowered and directed by the Company by virtue of said Operating Agreement, without limitation, to do the following for and on behalf of and in the name of the Company:

To donate 0.98 acres of land (Donated Property) by Donation to the Board of Supervisors for the University of Louisiana System, said lands being more fully described as follows, to wit:

SAID DONATED PROPERTY IS MORE FULLY DESCRIBED ON EXHIBIT “C” ATTACHED TO THE ACT OF DONATION AND IS DEPICTED ON THE PLAT ATTACHED AS EXHIBIT “D” ATTACHED TO THE ACT OF DONATION.

The Co-Managers further certify that such authority is in full force and effect and has not been revoked or rescinded.

Signed and executed at Thibodaux, Lafourche Parish, Louisiana on this _____ day of ____________, 2017.

JACOB A. GIARDINA, CO-MANAGER

RONALD J. ADAMS, CO-MANAGER
EXHIBIT D
PLAT
Item H.7. Northwestern State University’s request to enter into and execute a Lease Agreement with the National Park Service, or its parent, subsidiary, affiliate or other related company, for 14,712 square feet of usable space of Nelson Hall, the “Women’s Old Gymnasium.”

EXECUTIVE SUMMARY

Northwestern is seeking the approval of the Board of Supervisors for the University of Louisiana System for the execution of a Building Lease Agreement between the Board and the National Park Service. The purpose of the building lease is to renew the previously established and ongoing lease at Nelson Hall. The National Park Service houses the National Center for Preservation Technology and Training at Nelson Hall. This renewal is for 20 years and will automatically renew for an additional 20 years, unless stated otherwise in writing by either party.

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 enter into and execute a Lease Agreement with the National Park Service, or its parent, subsidiary, affiliate or other related company, for 14,712 square feet of usable space of Nelson Hall, the “Women’s Old Gymnasium.”

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 all documents described herein and any and all documents necessary in connection with the Lease Agreement described herein.

AND FURTHER, that Northwestern State University will provide the System office with copies of all final executed documents for Board files.
May 31, 2017

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

Re: Lease Agreement with National Park Service (NPS)

Dear Dr. Henderson:

Northwestern State University is submitting the attached *Lease Agreement between NSU and the National Park Service (NPS)* to be placed on the agenda for the June 2017 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
President

Attachment
National Park Service (NPS)
Lease Agreement – 2017
Northwestern State University (NSU)
Natchitoches, Louisiana
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Initials: Lessor _____ Govt _____
1 Summary

1.1 Amount and Type of Space:
The National Park Service shall lease fourteen thousand seven hundred and twelve (14,712) square feet, more or less, of net usable space in the Women's Old Gymnasium (Old Gym) at Northwestern University (NSU) in Natchitoches, Louisiana.

1.2 Lease Term:
The lease term is for 20 YEARS, The National Park Service may terminate this lease at any time after the initial term of 180 days written notice to the lessor.

1.3 Lease Renewal:
This lease will automatically renew for an additional 20 years unless stated otherwise in writing by either party.

1.4 Historic Preference:
It is within the discretion of the contracting officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc....

1.5 Occupational Protection, Health & Environmental Safety:
It is the NPS' policy to lease space which does not expose the occupants to undue safety and environmental risks.

2 Miscellaneous:

2.1 Alterations $25,000 or less:
Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a tenant agency approved form. The clauses entitled “GSAR 552.232.71 Prompt payment and GSAR 552.232.72 Invoice Requirements apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

Orders may be placed by the contracting officer or tenant agency officials when specifically authorized to do so by the contracting officer. The contracting officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

Payment for alterations ordered by tenant agencies will be made directly by the agency placing the order.

2.2 Net Usable Space:
Net usable space is the method of measurement for the area for which the NPS will pay a square foot rate, if required. It is determined as follows:

If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.

In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:
Toilets and lounges,
Stairwells,
Elevators and escalator shafts areas,
Entrance and elevator lobbies,
Stacks and shafts, and
Corridors in place or required by local codes and ordinances.

Initials: Lessor _____ Govt _____
Unless otherwise noted, all references in this solicitation to square feet shall mean net usable square feet.

2.3 Construction Inspections:

Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the lease requirements and the final working drawings.

Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, construction, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3 General Architectural:

3.1 Floor Load:
Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for movable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including movable partitions. The NPS shall be informed of any areas that will not meet these standards, and any areas that exceed them.

3.2 Exits and Access:
Vestibules shall be provided at public entrances and exits wherever weather conditions and heat losses are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

3.3 Windows:
Office space must have windows in each exterior bay unless waived by the Contracting Officer.

All windows shall be weather-tight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

3.4 Handicapped Accessibility:
Buildings to be constructed for lease to the Government must fully meet the requirements of the Uniform Federal Accessibility Standards (UFAS) (49FR 31528 August 7, 1984). Existing building must fully meet or be modified to meet UFAS. Buildings will be evaluated based on UFAS by the Government and Offerors will be advised of the necessary work to meet these requirements.

4 Architectural Finishes:

4.1 Painting:
All painted surfaces, including any partitioning installed by the Government or Lessor after Government occupancy, must be repainted after working hours at the NPS expense at lease every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

4.2 Window and Floor Covering:
(a) Windows. All exterior windows shall be equipped with window blinds or draperies constructed from flame retardant fabric.
(b) Floors. Vinyl floor covering or carpeting shall be provided. (Vinyl asbestos floor tile shall not be used for new installations.)

5 Mechanical and Electrical:

5.1 HVAC:
Heating, ventilation, and air conditioning systems are required which maintain a temperature range of 65-70 degrees Fahrenheit during the heating season and a range of 75-80 degrees Fahrenheit during the cooling season. Temperatures in the zone between 65 and 80 degrees are permissible as long as heating systems are not operated to maintain temperatures above 70 degrees, and cooling systems are not operated to achieve temperatures below 76 degrees. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during hours of operation specified herein.

5.2 Electrical General:

Initials: Lessor _____ Govt _____
The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch. Distribution panels must be circuit breaker type with 10 percent power load and circuits.

5.3 Lighting:
Modern, diffused, fluorescent fixtures, using no more than 2.0 Watts per square foot, with thermally protected ballasts (rapid start) shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot candles at working surface height throughout the space. Exceptions may be made for areas of historical significance and specialized lighting in laboratories.

5.4 Elevators:
The Lessor shall provide suitable passenger and freight elevator service to all NPS leased space not having ground level access. Service shall be available during the hours specified in the paragraph entitled “Normal Hours” in the “Services, Utilities, and Maintenance” section of this solicitation. However, one elevator shall be available at all times for Government use. NPS will be given 24-hour advance notice if the service is to be interrupted more than 1-1/2 hours. Interruption shall be scheduled for minimum inconvenience.

6 Services, Utilities, and Maintenance:

6.1 Services, Utilities, and Maintenance:
The Lessor must have a building superintendent or a designated representative available to assist in correction of deficiencies.

6.2 Normal Hours:
Services, utilities, and maintenance will be provided daily, extending from 8:00 am to 4:30 pm except Saturdays, Sundays, and Federal holidays.

6.3 Overtime Usage:
The Government shall have access to the leased space at all times, including the use of elevators, toilets, lights, and small business machines without additional payment.

6.4 Maintenance and Testing of Systems:
Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the designated representative.

The Government reserves the right to request the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

6.5 Maintenance of Structure:
The Lessor shall provide the labor, material, and supervision to adequately maintain the structure, the roof, the exterior walls, windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.

6.6 Janitorial Services:
As Required:
Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply and installation of light bulbs, tubes, ballasts and starters.

6.7 Schedule of Periodic Services:
The Lessor shall provide the NPS with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7 Safety & Environmental Management:

7.1 Code Violations:
Space offered must have a current occupancy permit issued by the local jurisdiction. Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, the NPS must be properly informed.

Initials: Lessor _____ Govt _____
7.2 Asbestos:
The leased space shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the space or undamaged boiler or pipe insulation outside the space.

8 Non-Discrimination:
8.1 Non-Discrimination:
Northwestern State University does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

Northwestern State University

________________________________________
Signature Date

National Park Service

________________________________________
Signature Date

Initials: Lessor ____ Govt _____
Item H.8. Southeastern Louisiana University's request for approval of a quitclaim deed transfer from Davis Companies-SELU, LLC, a Florida limited liability company.

EXECUTIVE SUMMARY

Southeastern Louisiana University has record title to a piece of property described as:

ONE CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 14, T65-R7E BEGINNING AT A POINT 331.50' S 00°13'56" W, 503.25' S 00°13'56" E and 1138.68' S 89°11'07" W, FROM THE N.E. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 14, T65-R7E, TO THE POINT OF BEGINNING; THENCE S 37°34'30" W A DISTANCE OF 47.34 FEET; THENCE S 54°00'38" W A DISTANCE OF 166.66 FEET; THENCE S 40°18'55" W A DISTANCE OF 39.94 FEET; THENCE N 01°06'54" E A DISTANCE OF 168.59 FEET; THENCE N 89°11'07" W A DISTANCE OF 186.30 FEET, BACK TO THE POINT OF BEGINNING, CONTAINING 0.369 ACRES AND IDENTIFIED AS TRACT-3 ALL LOCATED IN SECTION 14, T65-R7E. GREENSBURG LAND DISTRICT, PARISH OF TANGIPAHOA, STATE OF LOUISIANA, ALL AS PER THAT SURVEY ENTITLED "RESUBDIVISION OF A 1.412 ACRE-TRACT-1 & 10.886 ACRE-TRACT-2 INTO A 12.298 ACRE TRACT BEING TRACT-A OF UNIVERSITY GRANDE AT SELA SUBDIVISION LOCATED IN SECTION 14, T65-R7E GREENSBURG LAND DISTRICT PARISH OF TANGIPAHOA STATE OF LOUISIANA" BY WILLIAM J. BODIN, JR., PROFESSIONAL LAND SURVEYOR, PROJECT NO. 1606, DATED MARCH 30, 2017.

This property is a small portion of a larger tract of land owned by Southeastern. Following a recent survey, it was discovered that a fence erected by an adjoining landowner encroached on Southeastern's property. The adjoining landowner voluntarily removed the fence, but it was uncertain how long the fence had been in place. In order to remove any doubt whether Southeastern's title to the above property was lost due to adverse possession by the adjoining landowner, the adjoining landowner has agreed to transfer any interest it may have in the property by quitclaim deed to Southeastern.

The quitclaim deed transfers the grantor's rights, if any, to real estate. There is no admission that the grantor has any rights, but whatever rights could be claimed will be transferred to Southeastern. There is no money being paid by Southeastern to the adjoining landowner for this quitclaim deed.
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 of a quitclaim deed transfer from Davis Companies-SELU, LLC, a Florida limited liability company.

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

BE IT FURTHER RESOLVED, that the President of Southeastern Louisiana University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute said quitclaim deed transfer.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
June 1, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, Louisiana 70802

Re: Quitclaim Deed

Dear Dr. Henderson:

Southeastern Louisiana University requests approval to accept a quitclaim deed from Davis Companies-SELU, LLC.

Southeastern has record title to a piece of property, but after a survey, it was discovered that a fence encroached upon Southeastern’s property. The adjoining landowner voluntarily removed the fence, but it was uncertain how long the fence was in place. In order to remove any doubt whether Southeastern’s title to this property was lost due to adverse possession by the adjoining owner, the adjoining owner has agreed to quitclaim its interest to Southeastern. The quitclaim deed transfers the grantor’s rights, if any, to real estate. There is no admission that the grantor has any rights, but whatever rights could be claimed, will be transferred.

Please place this item on the agenda for the June 22, 2017, meeting of the University of Louisiana System Board Of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President

Attachment
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

QUITCLAIM DEED

BE IT KNOWN, that on this 4th day of May, 2017 before me, the undersigned
Notary Public, duly qualified and commissioned in and for the above State and Parish, and in the
presence of the undersigned competent witnesses, personally came and appeared:

DAVIS COMPANIES-SELU, LLC, a Florida limited liability company,
authorized to conduct business in the State of Louisiana, herein represented by
Stefan Davis, its duly authorized member, as per certificate of authority attached
hereto and made a part hereof, whose mailing address is 20725 SW 46th Avenue,
Newberry, FL 32669 ("Transferor");

who declares that for good and valuable consideration, receipt of which is hereby acknowledged,
Transferor does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon
and deliver without any warranty whatsoever, but with full substitution and subrogation in and to
all the rights and actions of warranty which said Transferor has or may have against all preceding
owners and vendors, unto:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA
SYSTEM ON BEHALF OF SOUTHEASTERN LOUISIANA UNIVERSITY,
with mailing address of SLU Box 10709, Hammond, Louisiana 70402, a political
subdivision of the State of Louisiana, appearing herein through John L. Crain, duly
authorized (Transferee");

here present accepting, and purchasing for Transferee and Transferee's successors and assigns,
and acknowledging due delivery and possession thereof, all of the following described
immovable property, to-wit:

ONE CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION
14, T65S-R7E, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 331.50' S 000°13'56" W, 503.25' S 000°13'56" E
and 1138.68' S 89°11'07" W, FROM THE N.E. CORNER OF THE N.W. 1/4
OF THE S.W. 1/4 OF SECTION 14, T65S-R7E, TO THE POINT OF
BEGINNING; THENCE S 37°34'30" W A DISTANCE OF 47.34 FEET;
THENCE S 54°00'38" W A DISTANCE OF 166.66 FEET; THENCE
S 40°18'55" W A DISTANCE OF 39.94 FEET; THENCE N 01°06'54" E A
DISTANCE OF 168.59 FEET; THENCE N 89°11'07" W A DISTANCE OF
186.30 FEET, BACK TO THE POINT OF BEGINNING, CONTAINING
0.369 ACRES AND IDENTIFIED AS TRACT-3 ALL LOCATED IN
SECTION 14, T65S-R7E, GREENSBURG LAND DISTRICT, PARISH OF
TANGIPAHOA, STATE OF LOUISIANA, ALL AS PER THAT SURVEY
ENTITLED "RESUBDIVISION OF A 1.412 ACRE-TRACT-1 & 10.886
ACRE-TRACT-2 INTO A 12.298 ACRE TRACT BEING TRACT-A OF
UNIVERSITY GRANDE AT SELA SUBDIVISION LOCATED IN
SECTION 14, T6S-R7E GREENSBURG LAND DISTRICT PARISH OF
TANGIPHOA STATE OF LOUISIANA" BY WILLIAM J. BODIN, JR.,
PROFESSIONAL LAND SURVEYOR, PROJECT NO. 1606, DATED
MARCH 30, 2017.

(the "Property")

To have and to hold the Property unto the said Transferee, and Transferee's successors,
heirs and assigns forever.

Transferee accepts the Property in whatever condition it exists without any warranty
other than as to the following: (a) Transferor knows of no adverse environmental condition of the
Property, (b) Transferor has not caused or allowed any hazardous material to be deposited onto
the Property, (c) Transferor knows of no adverse claim to title to the Property by any third party.
TRANSFEROR makes no warranties of any sort whatsoever and TRANSFEREE expressly
waives any rights of warranty. TRANSFEROR makes no representations, nor warranties
whatsoever relating to the use and occupancy of the Property and/or the fitness of the Property
and its improvements for any particular purpose. TRANSFEREE accepts the Property in its
existing "AS IS" condition.

All agreements and stipulations, and all of the obligations herein assumed shall inure to
the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

This transfer is made and accepted for a valuable consideration, a receipt of which is
hereby acknowledged.

THUS DONE AND SIGNED, in Newberry, Florida on the __3rd__ day of May, 2017, in
the presence of the undersigned competent witnesses and me, Notary, after a due reading of the
whole.

WITNESSES:

[Signatures]

Print Names: Deborah L. Herringer, Cynthia Robinson

DAVIS COMPANIES-SELU, LLC

By: [Signature] Stefan M. Davis

NOTARY PUBLIC
THUS DONE AND SIGNED, in Hammond, Louisiana on the ___ day of __________, 2017, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

__________________________________________
Print Name:

__________________________________________
Print Name:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ON BEHALF OF SOUTHEASTERN LOUISIANA UNIVERSITY

By: _______________________________________
   John L. Crain

______________________________
NOTARY PUBLIC
Item H.9. **Southeastern Louisiana University**’s request for approval to name the nursing simulation lab in the Kinesiology and Health Studies Annex, the “John and Beverly Manzella Simulation Lab.”

**EXECUTIVE SUMMARY**

The University is requesting to name the nursing simulation lab in the Kinesiology and Health Studies Annex, the “John and Beverly Manzella Simulation Lab.” Mr. John Manzella is a long-standing friend and supporter of Southeastern, establishing the Gregory J. Caballero-Manzella Memorial Scholarship in History in April 2005, the Lura Hornosky Manzella Scholarship in Baseball in August 2006, the Beverly L. Manzella Scholarship in Business Administration in January 2010, and the John Manzella Endowed Professorship in Nursing in 2010.

Mr. Manzella is a 1963 College of Business graduate, a former member of the Southeastern baseball team, and a member of the “S” club. His gift of $100,000 will be used to purchase medication and administration technology and a pediatric simulator as well as create an endowment to continue to support the lab for years to come.

See attached 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 Southeastern Louisiana University’s request for approval to name the nursing simulation lab in the Kinesiology and Health Studies Annex, the “John and Beverly Manzella Simulation Lab.”**
June 1, 2017

Dr. James B. Henderson  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

Dear Dr. Henderson:

Southeastern requests Board approval to name the nursing simulation lab (room number 2014) in the Kinesiology Annex Building (slab number 22165) the “John and Beverly Manzella Simulation Lab.”

Mr. John Manzella is a long-standing friend and supporter of Southeastern, establishing the Gregory J. Caballero-Manzella Memorial Scholarship in History in April 2005, the Lura Hornosky Manzella Scholarship in Baseball in August 2006, the Beverly L. Manzella Scholarship in Business Administration in January 2010, and the John Manzella Endowed Professorship in Nursing in 2010. He is a 1963 College of Business graduate, a former member of the Southeastern baseball team and a member of the “S” club. He owns American Office Machines, Inc. and Man Investments in Metairie, Louisiana.

Mr. Manzella’s gift of $100,000 will be used to purchase medication and administration technology and a pediatric simulator as well as create an endowment to continue to support the lab for years to come. Due to his extensive financial and educational contributions to Southeastern, I believe it is appropriate for the simulation lab in the Kinesiology Annex Building to reflect the Manzella family name.

I respectfully request that you place this item on the agenda for the June 22, 2017, meeting of the Board of Supervisors.

Sincerely,

John L. Crain  
President
Item H.10. University of Louisiana at Lafayette’s request for approval to name the Student Athlete Performance Center the “Donald and Janice Mosing Student Athlete Performance Center.”

EXECUTIVE SUMMARY

The University requests approval to name the Student Athlete Performance Center the *Donald and Janice Mosing Student Athlete Performance Center*, in honor of Mr. Donald E. Mosing and his late wife, Janice Mising, who have been long-time supporters and contributors to the University and Rasin’ Cajuns athletics programs.

Mr. Donald Mosing has a rich history of involvement with the University. Mr. Mosing graduated in 1950 with a bachelor’s degree in Engineering from then-named Southwestern Louisiana Institute (SLI) of Liberal and Technical Learning. He was a member of the SLI football and track and field teams. After graduating from SLI, Mr. Mosing continued working in his father’s company, Frank’s Casing, for the next 61 years until his retirement in 2011 as President and CEO. In 2016, Mr. Mosing received an honorary doctorate in systems engineering from the University of Louisiana at Lafayette.

See attached 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 University of Louisiana at Lafayette’s request for approval to name the Student Athlete Performance Center the “Donald and Janice Mosing Student Athlete Performance Center.”*
June 1, 2017

Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

I submit for the Board’s approval a request to name the University of Louisiana at Lafayette Student Athlete Performance Center the Donald and Janice Mosing Student Athlete Performance Center in honor of Mr. Donald E. Mosing and his late wife, Janice Mosing who have been long-time supporters and contributors to the University and Ragin’ Cajuns athletics programs.

Mr. Don Mosing has a rich history of involvement with the University. Mr. Mosing graduated in 1950, from then named the Southwestern Louisiana Institute of Liberal and Technical Learning, with a bachelor’s degree in Engineering. He was a member of the SLI football and track and field teams. After graduating from SLI, Mr. Mosing continued working in his father’s company, Frank’s Casing for the next 61 years until his retirement in 2011 as President and CEO. In 2016, Mr. Mosing received an honorary doctorate in systems engineering from the University of Louisiana at Lafayette.

For decades, Mr. Mosing has been a faithful supporter of the University. Since 1991 Mr. Mosing has donated over $8 million, either personally or through Frank’s to the University. More than half of these contributions to date have supported athletic programs. His generosity has also established four endowed scholarships, an endowed chair in engineering, an engineering laboratory and an endowed student career development program in the College of Engineering.

It is the University’s request that in honor of Mr. Mosing’s philanthropic support, that the Student Athlete Performance Center be named the Donald and Janice Mosing Student Athlete Performance Center.

Please place this item on the agenda for consideration at the June 2017 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

svc

A Member of the University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 22, 2017

Item H.11. University of Louisiana at Lafayette’s request for approval to name the Welcome Center at Cade Farm the “Dr. Thomas J. Arceneaux Welcome Center.”

EXECUTIVE SUMMARY

The University requests approval to name the Welcome Center at Cade Farm the “Dr. Thomas J. Arceneaux Welcome Center.” Thomas Joseph Arceneaux received his B.S. in 1929 from the Southwestern Louisiana Institute (SLI) of Liberal and Technical Learning (now University of Louisiana at Lafayette). He later received his M.S. from Texas A&M University in 1931, and his Ph.D. from Iowa State University in 1935.

In 1934, he was appointed Assistant Professor of Agronomy at SLI. He was Associate Professor of Agronomy at Louisiana State University from 1935 to 1941. In 1941 Dr. Arceneaux returned to SLI as Dean of the College of Agriculture. He retired after 32 years of service to the University. In 1965, Dean Arceneaux designed the Acadian flag, which in 1974 was adopted by the State of Louisiana as the official flag for Acadiana. Dr. Arceneaux passed away in 1973.

See attached 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 University of Louisiana at Lafayette’s request for approval to name the Welcome Center at Cade Farm the “Dr. Thomas J. Arceneaux Welcome Center.”
June 1, 2017

Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

I submit for the Board’s approval a request to name the University of Louisiana at Lafayette Welcome Center at Cade Farm the Dr. Thomas J. Arceneaux Welcome Center. The recognition plaque will read the Dr. Thomas J. Arceneaux Welcome Center sponsored by the South Louisiana Mid-Winter Fair Association.

Thomas Joseph Arceneaux received his B.S. from the Southwestern Louisiana Institute of Liberal and Technical Learning (now University of Louisiana at Lafayette) in 1929. He later received his M.S. from Texas A&M University in 1931, and his Ph.D., from Iowa State University in 1935.

In his lifetime he received several honors including the Knight of St. Gregory the Great, 1949; Officier d’Academie (France), 1955; and Doctor of Science (honoris causa), Laval University, Quebec, Canada, 1955. He was listed in Who’s Who in America, American Men of Science, Who Knows - and What, French Canadian Who’s Who, and the Franco-American Who’s Who.

In 1934 he was appointed Assistant Professor of agronomy at Southwestern Louisiana Institute of Liberal and Technical Learning. He was Associate Professor of Agronomy at Louisiana State University from 1935 to 1941. In 1941 Dr. Arceneaux returned to the Southwestern Louisiana Institute as Dean, College of Agriculture. He retired after 32 years of service to the University. In 1965, Dean Arceneaux designed the Acadian flag, which in 1974 was adopted by the State of Louisiana as the official flag for Acadiana. Dr. Arceneaux passed away in 1973.

It is the University’s request that Dr. Arceneaux’s academic achievements in the field of agricultural studies and his 32 year tenure as Dean of the College of Agriculture be memorialized with the naming of the Welcome Center at Cade Farm the Dr. Thomas J. Arceneaux Welcome Center.

Please place this item on the agenda for consideration at the June 2017 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

A Member of the University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 22, 2017

Item H.12. University of Louisiana at Lafayette’s request for approval to enter into a Ground Lease/Lease Back Agreement with Ragin’ Cajun Facilities, Inc. to renovate and expand FG Mouton Hall to include the creation of the Marais French Financial Services Laboratory.

EXECUTIVE SUMMARY

The University is requesting approval to renovate and expand FG Mouton Hall. This project will also include the creation of the Marais Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as providing students with practical experience and better career opportunities in the financial services sector. The property will be leased to Ragin’ Cajun Facilities, Inc for the purpose of developing, designing, and constructing the facilities.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval to enter into a Ground Lease/Lease Back Agreement with Ragin’ Cajun Facilities, Inc. to renovate and expand FG Mouton Hall to include the creation of the Marais Financial Services Laboratory.

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

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

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
June 1, 2017

Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is a request for approval of the attached Ground and Facilities Leases. The University of Louisiana at Lafayette is planning to renovate and expand FG Mouton Hall to include the creation of the Marais Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as, provide students with practical experience and better career opportunities in the financial services sector, to be constructed utilizing Ragin’ Cajun Facilities, Inc. (RCFI), a 501(c)3, not-for-profit corporation.

Please place this item on the agenda for consideration at the June 2017 meeting of the Board of Supervisors.

Sincerely,

[Signature]

E. Joseph Savoie  
President

Attachments
GROUND LEASE

This Lease Agreement is entered into on the date indicated below, by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, hereinafter referred to as the “Board”, 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, David K. Fontenot, 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 F.G. Mouton Hall 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 Facilities 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, managing the University of Louisiana at Lafayette 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 F.G. Mouton Hall, which will include the creation of the Marais Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as, provide students with practical experience and better career opportunities in the financial services sector (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;

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;

NOW, THEREFORE, in consideration of the forgoing 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

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:

"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.

"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 ____________________________, pursuant to the Architect Contract with the corporation, dated ________________.

"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 Ground 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, 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 the University of Louisiana at 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 the University of Louisiana at Lafayette or its successor or assigns.

“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 F.G. Mouton Hall, which will include the creation of the Maraist Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as, provide students with practical experience and better career opportunities in the financial services sector.

“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.

**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 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
Lease). 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). 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
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 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.

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 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 10.02 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.

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 modifications, 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: Vice President of Administration and Finance
If to the Corporation:

David K. Fontenot, Chairman
345 Doucet Road, Ste. 104-A
Lafayette, Louisiana 70506

with a copy to:

Stephen J. Oats
Oats & Marino, a Partnership of Professional Corporations
Suite 400
100 E. Vermillion 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, each of which shall be declared an original.

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 the University of Louisiana at 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES AND EXHIBITS ON FOLLOWING PAGES
THUS DONE AND PASSED, on the ___ day of ____________, 2017, 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, Authorized Representative, Board of Supervisors for the University of Louisiana System

____________________________
Notary Public

THUS DONE AND PASSED, on the ___ day of ____________, 2017, 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: ____________________________________________
David K. Fontenot, Chairman

____________________________
Notary Public
EXHIBIT “A”

LEASED PROPERTY

The area defined within this lease will consist of space immediately adjacent to FG Mouton Hall along with space within the facility. On the Southwest face of FG Mouton Hall (quadrangle side of the building) and area that is 100’ parallel to the face (northeast by southwest) of the building by 30’ in depth (perpendicular) from the face (northwest to southeast) of the building and centered at the quadrangle entrance to the building; along with Rooms 103, 104, 104A and 113 within the interior of the building.
EXHIBIT "B"
PERMITTED ENCUMBRANCES

None.
FACILITIES LEASE

This FACILITIES LEASE (together with any amendment hereto or supplement hereof, the "Facilities Lease"), dated as of ____________, 2017, is entered into by and between RAGIN' CAJUN FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairman, David K. Fontenot (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, É. Joseph Savoie (the "Board").

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 F.G. Mouton Hall, 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, et seq. 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 F.G. Mouton Hall, which will include the creation of the Marais Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as, provide students with practical experience and better career opportunities in the financial services sector (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;

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. 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).

"**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.


"**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 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 successors or assigns.

"**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.

“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 F.G. Mouton Hall, which will include the creation of the Marais Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as, provide students with practical experience and better career opportunities in the financial services sector, 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 identified area of existing F.G. Mouton Hall 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 54 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 F.G. Mouton Hall 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 and Additional 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.

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 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.


(a) The Board 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 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 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 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. 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 may make shall be made by the Board 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.

(c) 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, 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 transeree’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 transeree 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, 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 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 of 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/ 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 '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 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:
David K. Fontenot, Chairman
345 Doucet Road, Ste. 104-A
Lafayette, Louisiana 70506

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With a copy to:
Stephen J. Oats
Oats & Marino, A Partnership of Professional Corporations
100 E. Vermilion 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

University of Louisiana at Lafayette
P. O. Drawer 41008
Lafayette, Louisiana 70504
Attention: Vice President of Administration and Finance

THUS DONE AND PASSED, on the _____ day of ____________, 2017, 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, Authorized Representative,
Board of Supervisors for the University of Louisiana System

_____________________________
Notary Public
THUS DONE AND PASSED, on the ___ day of __________, 2017, 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: _____________________________________

David K. Fontenot, Chairman

________________________________________

Notary Public
STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this ___ day of __________, 2017, 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, Authorized
Representative,
Board of Supervisors for the University of
Louisiana System

Printed Name: __________________________

NOTARY PUBLIC
Printed Name: __________________________
Bar Roll/Notary I.D. No.: __________________________
STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this ___ day of __________, 2017, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

DAVID K. FONTENOT

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: __________________________          David K. Fontenot, Authorized Representative
                                           Ragin' Cajun Facilities, Inc.

Printed Name: __________________________

______________________
NOTARY PUBLIC

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

FACILITIES

The Project will include the renovation and expansion of F.G. Mouton Hall, which will include the creation of the Maraist Financial Services Laboratory, which will serve as a vehicle for understanding, creating, and employing financial data and software, as well as, provide students with practical experience and better career opportunities in the financial services sector. The renovation and expansion will include the purchase and installation of state-of-the-art equipment, a renovation of the building’s façade facing the quadrangle. The Facilities to be renovated and/or constructed by the Corporation in accordance with the Ground Lease and the Plans and Specifications
EXHIBIT "B"

LEASED PROPERTY

The area defined within this lease will consist of space immediately adjacent to FG Mouton Hall along with space within the facility. On the Southwest face of FG Mouton Hall (quadrangle side of the building) and area that is 100' parallel to the face (northeast by southwest) of the building by 30' in depth (perpendicular) from the face (northwest to southeast) of the building and centered at the quadrangle entrance to the building; along with Rooms 103, 104, 104A and 113 within the interior of the building.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 22, 2017

Item H.13. University of Louisiana at Lafayette’s request for approval to name the B.I. Moody III College of Business Administration Financial Services Lab the “Maraist Financial Services Laboratory.”

EXECUTIVE SUMMARY

The University requests approval to name the B.I. Moody III College of Business Administration Financial Services Lab the “Maraist Financial Services Laboratory.” The Maraist family has a rich history of involvement at the University. Mrs. Gertrude Maraist (née Melancon), along with all five of her brothers and sisters, graduated from the University (then Southwestern Louisiana Institute of Liberal and Technical Learning) in the 1930s. After graduation she married Louis Francis Maraist, Jr., who made his start in banking with St. Martin Bank. For three generations, almost everyone in the family attended UL Lafayette. All five of her children graduated from the University, four majoring and one minoring in business.

Mr. Michael P. Maraist, the current owner of LeTriomphe Golf & Country Club, has pledged a gift of $2,500,000 for the philanthropic naming of University of Louisiana at Lafayette B.I. Moody III College of Business Administration Financial Services Lab in honor of the Maraist family.

See attached 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 University of Louisiana at Lafayette’s request for approval to name the B.I. Moody III College of Business Administration Financial Services Lab the “Maraist Financial Services Laboratory.”
June 1, 2017

Dr. James B. Henderson
President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

I submit for the Board’s approval a request to name the University of Louisiana at Lafayette B.I. Moody III College of Business Administration Financial Services Lab, the Maraisd Financial Services Laboratory.

The Marais family has a rich history of involvement at the University. Mrs. Gertrude Marais née Melancon, along with all five of her brothers and sisters, graduated from the University (then Southwestern Louisiana Institute of Liberal and Technical Learning) in the 1930s.

After graduation Ms. Melancon married Louis Francis Marais, Jr. who made his start in banking with St. Martin Bank. For three generations, almost everyone in the family attended UL Lafayette. All five of her children graduated from the University, four majoring in business and one minoring in business. Her daughter Mag served on the College of Business’ Executive Advisory Council and organized the College’s Alumni Chapter. She was also named Outstanding Freshman, Sophomore, Junior, Senior and Greek student. All of Mag’s siblings were members of fraternities or sororities. They also participated in athletics and served in the Student Government Association. Mag is a Past President of the UL Lafayette Alumni Association. Her brother Michael “Mike” Marais is a past member of the UL Lafayette Foundation Board. After graduation from the University, Mike Marais became the youngest bank president in the nation. Gertrude Marais’s granddaughter is currently an Associate Professor of History and Head of the History Department at the University. In addition to their support to University athletic programs, the Marais family has created the Louis F. Marais, Jr. Endowed Scholarship in Finance in memory of their father.

Mr. Michael P. Marais, the current owner of LeTriomphe Golf & Country Club, has pledged a gift of $2,500,000 for the philanthropic naming of University of Louisiana at Lafayette B.I. Moody III College of Business Administration Financial Services Lab in honor of the Marais family.

Please place this item on the agenda for consideration at the June 2017 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

A Member of the University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 22, 2017

Item H.14. University of New Orleans’ request for approval to rename the limited area of green space and water feature between the Amphitheater and the Earl K. Long Library "The Robert W. Merrick/Latter & Blum Patio."

EXECUTIVE SUMMARY

The University requests approval to rename the limited area of green space and water feature between the Amphitheater and the Earl K. Long Library to "The Robert W. Merrick/Latter & Blum Patio." Robert W. Merrick, Chairman and CEO of Latter & Blum Inc., is a leading New Orleans philanthropist. He has served the University of New Orleans directly as both a board member and president of the University of New Orleans Foundation, board member of the University of New Orleans Research and Technology Foundation, the University of New Orleans Business Higher Education Council, and the College of Business Advisory Board, and through his influence in the region.

The contributions of Latter & Blum Inc. and Robert Merrick were instrumental in the establishment of the following Louisiana Board of Regents Support Fund endowments at the University of New Orleans: Latter & Blum Professorship in Finance, Max J. Derbes III Professorship in Real Estate, and the Robert W. Merrick First Generation Scholarship. Latter & Blum has sponsored the UNO Institute for Economic Development & Real Estate Research for more than 20 years and supports university alumni engagement as a sponsor of the annual Distinguished Alumni Gala and Crawfish Mambo Festival.

See attached 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 University of New Orleans’ request for approval to rename the limited area of green space and water feature between the Amphitheater and the Earl K. Long Library "The Robert W. Merrick/Latter & Blum Patio."
May 18, 2017

James B. Henderson, PhD
President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Re: The Robert W. Merrick/Latter & Blum Patio

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of a limited green space on the University of New Orleans campus as “The Robert W. Merrick/Latter & Blum Patio” be submitted to the University of Louisiana System Board Of Supervisors for their consideration and approval.

Please feel free to contact me in you have any additional questions regarding this matter. You may reach me via email at jnicklow@uno.edu.

Sincerely,

John W. Nicklow, PhD
President
To: University of Louisiana System President James B. Henderson and members of the University of Louisiana Board of Supervisors

Date: May 15, 2017

Re: The Robert W. Merrick/Latter & Blum Patio

1. Summary
The University of New Orleans requests that the limited area of green space and water feature located between the amphitheater and the Earl K. Long Library be dedicated as “The Robert W. Merrick/Latter & Blum Patio” in recognition of Robert W. Merrick and Latter & Blum’s significant economic, financial and charitable contributions to the State of Louisiana, the City of New Orleans and The University of New Orleans (“University”).

Robert W. Merrick, Chairman and CEO of Latter & Blum Inc., is a leading New Orleans philanthropist. He has served the University of New Orleans directly as both a board member and president of the University of New Orleans Foundation, board member of the University of New Orleans Research and Technology Foundation, the University of New Orleans Business Higher Education Council, and the College of Business Advisory Board, and through his influence in the region.

The contributions of Latter & Blum Inc. and Robert Merrick were instrumental in the establishment of these Louisiana Board of Regents Support Fund endowments at the University of New Orleans: Latter & Blum Professorship in Finance, Max J. Derbes III Professorship in Real Estate and the Robert W. Merrick First Generation Scholarship. Latter & Blum has sponsored the UNO Institute for Economic Development & Real Estate Research for more than 20 years and supports university alumni engagement as a sponsor of the annual Distinguished Alumni Gala and Crawfish Mambo Festival.

Mr. Merrick’s gifts have supported scholarships and graduate programs in coastal sciences and engineering. Most recently, he has graciously accepted a position as Co-Chair of the $1 million scholarship drive and pledged a leadership gift that will be leveraged to inspire others to contribute to this vital initiative for the University.

Over the years, Mr. Merrick’ philanthropy has extended to many organizations in the community including Boy Scouts of America, Junior Achievement, Habitat for Humanity, March of Dimes, the Fore Kids Foundation, the American Red Cross and United Way of Southeast Louisiana. In 2005, he was honored by the American Red Cross as its Humanitarian of the Year, and in 2012 was named to its Chairman’s Council recognizing his cumulative giving to the organization. With his gift to the United Way of Southeast Louisiana in 2013, he became the first $1 million donor to United Way in the state of Louisiana.

He received the Lifetime Achievement Award 2015 of the Louisiana Chapter of the Association for Corporate Growth. In 2014, Gambit newspaper named Robert W. Merrick “New Orleanian
of the Year 2014” in recognition of his civic work and support of philanthropic causes including United Way and the Red Cross.

In 2014, Mr. Merrick was granted an honorary doctorate by the University in recognition of his lifelong achievements in business, civic and philanthropic causes.

2. Budget Note
Not applicable. The cost of any plaques or other expense related to the naming will be paid for with non-state funds.

3. Related Documents
This proposal is in compliance with University of Louisiana Board of Supervisors: C-VI Facilities Planning