Item I.1. Grambling State University’s report of results of the consultant’s report regarding a new library.

EXECUTIVE SUMMARY

Grambling State University President Rick Gallot and staff will present the results of the consultant’s report regarding a new library.

This is a report only and no action by the Board is necessary.
Item I.2. Louisiana Tech University’s request for approval to demolish a greenhouse located on the University’s South Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish a greenhouse on the Louisiana Tech University South Campus. The greenhouse has a floor area of 1,779 square feet and was constructed in 1958. The glass has been removed and all that is remaining is the building frame. The structure is in poor condition and it has been determined that repairs to return the facility into serviceable condition are not cost effective.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

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

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 24, 2017

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

Louisiana Tech University is requesting permission to demolish a greenhouse on the Louisiana Tech University South Campus (State I.D. S08062). The greenhouse has a floor area of 1,779 s.f. and was constructed in 1958. The glass has been removed and all that is remaining is the building frame. The structure is in poor condition and it has been determined that repairs to return the facility into serviceable condition are not cost effective.

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

Sincerely,

[Signature]

Leslie K. Guice
President
Item I.3. Louisiana Tech University’s request for approval to demolish Hutcheson Hall located on the University Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish Hutcheson Hall on the Louisiana Tech University Campus. Hutcheson Hall served as a male dormitory and was closed several years ago as new apartment style on campus housing came into service. Hutcheson Hall was occupied in 1964 and has floor space of 76,000 square feet. The building systems within the facility are in poor condition and analysis determined that repairs to return the facility into serviceable and code compliant condition were not cost effective.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

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

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

March 24, 2017

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

Louisiana Tech University is requesting permission to demolish Hutcheson Hall (State I.D. S07848). Hutcheson Hall served as a male dormitory and was closed several years ago as new apartment style on campus housing came into service. Hutcheson Hall was occupied in 1964 and has floor space of 76,000 square feet. The building systems within the facility are in poor condition and analysis determined that repairs to return the facility into serviceable and code compliant condition were not cost effective.

Although no projects are currently funded, the University Master Plan shows the site of Hutcheson Hall to be developed as recreation space.

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

Sincerely,

[Signature]

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

FACILITIES PLANNING COMMITTEE

April 20, 2017

Item I.4. Louisiana Tech University’s request for approval to demolish McFarland-Jenkins Hall located on the University Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish McFarland-Jenkins Hall. The Hall served as a male dormitory and was closed several years ago as new apartment style on campus housing came into service. McFarland-Jenkins Hall is a non-air conditioned facility occupied in 1958 with floor space of 47,000 square feet. The building systems within the facility are in poor condition and analysis determined that repairs to return the facility into serviceable and code compliant condition are not cost effective.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

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

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 24, 2017

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

Louisiana Tech University is requesting permission to demolish McFarland-Jenkins Hall (State I.D. S07841). McFarland-Jenkins Hall served as a male dormitory and was closed several years ago as new apartment style on campus housing came into service. McFarland-Jenkins Hall is a non air conditioned facility occupied in 1958 with floor space of 47,000 square feet. The building systems within the facility are in poor condition and analysis determined that repairs to return the facility into serviceable and code compliant condition are not cost effective.

Although no projects are currently funded, the University Master Plan shows the site of McFarland-Jenkins Hall to be developed as recreation space.

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

Sincerely,

[Signature]

Leslie K. Guice
President
Item I.5. Louisiana Tech University’s request to exchange property with the Louisiana Tech University Foundation along with all improvements.

EXECUTIVE SUMMARY

The University is requesting Board approval to exchange property with the Louisiana Tech University Foundation along with all improvements. The Foundation obtained a 6,808-square-foot building located at 800 West Alabama. The owner of the property arranged for it to become property of the Louisiana Tech University Foundation. The donor invested in excess of $1,600,000 in the property. The land area involved is 1.002 acres that is situated across the street from University property. The construction, design and features are unique to the University and not duplicated in the community. The MAI appraisal dated January 5, 2017 assigns a value of $500,000.

Louisiana Tech University proposes to exchange three parcels of minimally utilized land with a combined value of $680,000 in exchange for the 800 West Alabama site and a cash payment from the Foundation to the University in the amount of $180,000. The cash proceeds from balancing the exchange value will be deposited in a University account specified for facility acquisitions and improvements.

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 the Louisiana Tech University Foundation along with all improvements.

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:

In July of 2015, the Louisiana Tech University Foundation obtained a 6,808 square foot building located at 800 West Alabama. This facility was designed by two faculty of the Louisiana Tech University School of Art and Architecture for use as a residence of a student attending the University. The owner of the home arranged for the property to become property of the Louisiana Tech University Foundation. The donor invested in excess of $1,600,000 in the property. The land area involved is 1.002 acres that is situated across the street to University property.

While initially designed to serve as a residence with studio space, the design and construction was completed so that the building could be utilized for commercial or academic use. Since acquisition by the Foundation, the space has been used for seminars, academic classes, and demonstration and exhibition for the School of Art and Architecture.

The construction, design and features are unique to the University and not duplicated in the community. The MAI appraisal dated January 5, 2017 assigns a value of $500,000. We believe this value is artificially low because of the difficulty of assigning a value to the unique design features of the building.

Louisiana Tech University proposes to exchange three parcels of minimally utilized land with a combined value of $680,000 in exchange for the 800 West Alabama site and a cash payment to the University in the amount of $180,000. The cash proceeds from balancing the exchange value will be deposited in a University account specified for facility acquisitions and improvements.

The parcels of land to be transferred to the Louisiana Tech University Foundation in exchange are: 3.4374 acres of land at the intersection of Penny Lane and West Alabama, 0.9 acres of land at the intersection of Tech Drive and California Avenue and 46 acres of land located between Ruston, Louisiana and Grambling, Louisiana.
The Louisiana Tech University Foundation will utilize these three parcels to acquire property needed by Louisiana Tech University to fulfill its academic, research and business development mission.

Louisiana Tech University has obtained a Phase 1 Environmental Assessment of the 800 West Alabama site, copies of MAI appraisals of all four sites. Prior to execution of the exchange, these documents and surveys of all parcels and a title abstract of the 800 West Alabama site will be provided to Board staff and legal counsel for review.

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,

[Signature]

Leslie K. Guice
President
3.4374 Acre Portion of Site: 7-31-002 - $135,000

The Penny Lane site contains wooded land that has a significant grade change. The site is across a four lane highway from the Thomas Assembly Center. Utilization of the site for parking or other improvements or other development for University use has been determined too expensive.

0.9 Acre Portion of Site: 7-31-002 - $290,000

The West California site is the former site of a church. The former church building was utilized by the University by various departments until the condition of the building made use no longer viable. The building was demolished approximately 20 years ago and has been held for future development of the University. Commercial development of adjacent property has made it too expensive to acquire.

46 Acre Site: 7-31-011 - $255,000

The 46 acres of land located between Ruston and Grambling served as the Louisiana Tech University Golf Course until this past year. The University determined that better and more economical options were available to provide these recreational and educational experiences. The site has two small buildings which have minimal or no value. (Building S07992 is a 672 s.f. office building, Building S09509 is a 2,453 s.f. metal shop building)
1. VIEW OF THE SOUTHWEST ELEVATION OF THE SUBJECT PROPERTY.
   DATE TAKEN: January 5, 2017

2. VIEW OF THE SOUTHEAST ELEVATION OF THE SUBJECT PROPERTY.
   DATE TAKEN: January 5, 2017
3. VIEW OF THE EAST ELEVATION OF THE SUBJECT PROPERTY.
DATE TAKEN: January 5, 2017

4. VIEW OF THE NORTHWEST ELEVATION OF THE SUBJECT PROPERTY.
DATE TAKEN: January 5, 2017
4. VIEW OF THE WEST ELEVATION OF THE SUBJECT PROPERTY.
DATE TAKEN: January 5, 2017

5. VIEW OF THE OUTDOOR KITCHEN.
DATE TAKEN: January 5, 2017
6. INTERIOR VIEW OF THE DINING ROOM.
DATE TAKEN: January 5, 2017

7. INTERIOR VIEW OF THE KITCHEN.
DATE TAKEN: January 5, 2017
8. INTERIOR VIEW OF THE LIVING ROOM.
DATE TAKEN: January 5, 2017

9. INTERIOR VIEW OF THE SECOND FLOOR LANDING.
DATE TAKEN: January 5, 2017
10. INTERIOR VIEW OF THE MASTER BEDROOM.
DATE TAKEN: January 5, 2017

11. INTERIOR VIEW OF THE MASTER BATHROOM.
DATE TAKEN: January 5, 2017
12. INTERIOR VIEW OF A GUEST BEDROOM.
DATE TAKEN: January 5, 2017

12. INTERIOR VIEW OF THE GUEST BATHROOM.
DATE TAKEN: January 5, 2017
13. INTERIOR VIEW OF THE ART STUDIO.
DATE TAKEN: January 5, 2017

14. INTERIOR VIEW OF THE ART STUDIO.
DATE TAKEN: January 5, 2017
SUBJECT PROPERTY PHOTOGRAPHS

1. VIEW OF THE SUBJECT PROPERTY LOOKING SOUTHEAST FROM WEST ALABAMA AVENUE. 
   DATE TAKEN: January 5, 2017

2. VIEW OF THE SUBJECT PROPERTY LOOKING SOUTHWEST FROM WEST ALABAMA AVENUE. 
   DATE TAKEN: January 5, 2017
3. VIEW LOOKING EAST ACROSS THE SOUTHERN PORTION OF THE SUBJECT PROPERTY.
DATE TAKEN: January 5, 2017

4. VIEW OF THE SUBJECT PROPERTY LOOKING NORTH ALONG PENNY LANE.
DATE TAKEN: January 5, 2017
SUBJECT PROPERTY PHOTOGRAPHS

1. VIEW OF THE SUBJECT PROPERTY LOOKING WEST.
   DATE TAKEN: January 5, 2017

2. VIEW OF THE SUBJECT PROPERTY LOOKING SOUTHEAST.
   DATE TAKEN: January 5, 2017
3. VIEW OF THE SUBJECT PROPERTY LOOKING EAST.
DATE TAKEN: January 5, 2017

4. VIEW OF WEST CALIFORNIA AVENUE LOOKING NORTHEAST.
DATE TAKEN: January 5, 2017
1. VIEW OF THE PARKING LOT LOOKING WEST.
   DATE TAKEN: January 5, 2017

2. VIEW OF THE SOUTHWEST ELEVATION OF THE CLUBHOUSE/CART SHED.
   DATE TAKEN: January 5, 2017
3. INTERIOR VIEW OF THE CLUBHOUSE.
DATE TAKEN: January 5, 2017

4. VIEW OF THE NORTHEAST AND NORTHWEST ELEVATIONS OF THE EQUIPMENT BARN.
DATE TAKEN: January 5, 2017
5. INTERIOR VIEW OF THE EQUIPMENT BARN.
DATE TAKEN: January 5, 2017

6. VIEW LOOKING SOUTH ACROSS THE SUBJECT SITE FROM THE PARKING LOT.
DATE TAKEN: January 5, 2017
Item 1.6. McNeese State University's request for approval to rename the Cameron Communications Track and Field to the "Lena and Bill Henning Track and Field."

EXECUTIVE SUMMARY

The University requests approval to rename its Cameron Communications Track and Field Complex the "Lena and Bill Henning Track and Field." The Henning family is among the early settlers in Calcasieu Parish. Since 1875, the family has distinguished itself as a pillar of the Southwest Louisiana community and as a leader in business and industry. Under the leadership of the Henning family, Cameron Communications developed into a large and very successful telecommunications group.

Bill and his wife, Lena, were true philanthropists and great friends of McNeese State University for many years, and their sons, William (Dub), John and Tom continue to support McNeese. Of the more than $917,000 in donations to McNeese from the Henning family, $580,000 was dedicated to the McNeese track and field program.

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 rename the Cameron Communications Track and Field to the "Lena and Bill Henning Track and Field."
April 5, 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 change the name of Cameron Communications Track and Field to “Lena and Bill Henning Track and Field” and that this request be placed on the ULS Board of Supervisors’ agenda for consideration and approval at the April 20, 2017 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Is
Enclosures
April 5, 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 change the name of Cameron Communications Track and Field to “Lena and Bill Henning Track and Field.”

Following is a summary of their accomplishments:

The Henning family is among the early settlers in Calcasieu Parish. Since 1875, the family has distinguished itself as a pillar of the Southwest Louisiana community and leader in business and industry.

In 1952 when their father passed away, William "Bill" Lovejoy Henning Sr. and his brother, J.T. Henning, took over the operation of Cameron Telephone Company, a small independent telephone company their father had started in 1928 to initially serve Hackberry, Louisiana. The lines were eventually extended to serve the remainder of Cameron Parish and into rural areas of Calcasieu Parish.

Under the leadership of the Henning family, Cameron Communications developed into a large and very successful telecommunications group.

Bill and his wife, Lena, were true philanthropists and great friends of McNeese State University for many years, and their sons, William (Dub), John and Tom continue to support McNeese. Of the more than
$917,000 in donations to McNeese from the Henning family, $580,000 was dedicated to the McNeese track and field program.

McNeese is requesting to change the name of Cameron Communications Track and Field to “Lena and Bill Henning Track and Field” to honor the financial contributions of the Bill Henning family.

Thank you for your consideration of this request to honor the Henning’s for their many contributions.

Sincerely,

[Signature]

Philip C. Williams
President
Item 1.7. McNeese State University’s request for approval to name the Student Central Room in Chosen Hall the “Donald H. McNeil Student Central Room.”

EXECUTIVE SUMMARY

The University requests approval to name its Student Central Room in Chosen Hall the “Donald H. McNeil Student Central Room.” A past Vice President for Business Affairs at McNeese, Mr. McNeil died at the age of 59 on June 9, 2003. He was the Vice President for Business Affairs at McNeese from 1998 until his death in 2003. During his time at McNeese, Mr. McNeil oversaw the business affairs and construction activities for the University. One such construction project called for the demolition of Sallier Dormitory, which was planned to be used as a parking lot. However, Mr. McNeil advocated for the building to remain intact as he felt it was well suited for its location to be used as a community linking administrative building in the future. Because of Mr. McNeil’s insistence, Sallier Dormitory was not demolished and that building is now Chosen Hall, the location of Student Central. Student Central, a one-stop shop for a variety of student needs, will open in summer 2017.

After Mr. McNeil’s death, former McNeese President Dr. Robert Hebert made it well known that it would be appropriate to honor Mr. McNeil for his vision for the Sallier Dorm. Dr. Hebert also wanted to honor him for his service to the University by having the room in Chosen Hall named after him.

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 the Student Central Room in Chosen Hall the “Donald H. McNeil Student Central Room.”
March 29, 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 rename its Student Central Room in Chozen Hall the “Donald H. McNeil Student Central Room” to be placed on the ULS Board of Supervisors’ agenda for consideration and approval at the April 20, 2017 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

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Enclosures
March 29, 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 the Student Central Room in Chozen Hall in honor of Mr. Don H. McNeil, thus calling it the “Donald H. McNeil Student Central Room.”

Following is a background of the events that led up to this request:

A past Vice President for Business Affairs at McNeese, Mr. McNeil died on June 9, 2003, at the age of 59. Mr. McNeil was the Vice President for Business Affairs at McNeese from 1998 until his death in 2003. During his time at McNeese, Mr. McNeil oversaw the business affairs and construction activities for the university. One such construction project called for the demolition of Sallier Dormitory. After demolition of Sallier Dorm, the site was planned to be used as a parking lot. Mr. McNeil advocated for the building to remain intact as he felt it was well suited for its location to be used as a community linking administrative building in the future. Because of Mr. McNeil’s insistence, Sallier Dormitory was not demolished and that building is now Chozen Hall, the location of Student Central. Student Central, a one stop shop for a variety of student needs, will open in summer 2017. Student Central may not have been possible had it not been for Mr. McNeil’s vision and persistence.

After Mr. McNeil’s death, former McNeese President Dr. Robert Hebert felt (and made well known) that it would be appropriate to honor Mr. McNeil for his vision for the Sallier Dorm and for his service to McNeese State University by having the room in Chozen Hall named after Mr. McNeil.

Thank you for your approval of this request to honor Mr. McNeil for his vision and persistence.

Sincerely,

Philip C. Williams
President
Item I.8. Nicholls State University's request for approval to enter into a Ground Lease/Lease Back Agreement with the Nicholls State University Foundation to replace the artificial turf football field at John L. Guidry Stadium.

EXECUTIVE SUMMARY

Nicholls State University's artificial turf football field is in need of replacement. The University Foundation has secured a line of credit to complete the project. The University secured funding sources over a period of time to pay a lease payment to the University Foundation for the project cost, including student fees, and donations to fund the turf replacement.

To carry out the project, Nicholls would lease land to the Nicholls State University Foundation. The Foundation would fund the turf replacement and complete the project. Upon completion of the project, the Foundation will lease the facility back to Nicholls State University and the University will pay lease payments through funds collected with student fees and secured donations until the total cost of the project is paid in full to the Foundation. Once the cost of the turf project is fully paid, the lease will terminate.

Nicholls State University requests permission to enter into a land lease/lease back with the Nicholls State University Foundation for the purpose described above. The University will only sign the lease agreement after the donation has been deposited with the Foundation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to enter into a Ground Lease/Lease Back Agreement with the Nicholls State University Foundation to replace the artificial turf football field 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/Lease Back Agreement.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
March 27, 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 enclosed items to be placed on the agenda for the February 23, 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 for field maintenance at John L. 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
AGREEMENT TO LEASE
by and between

NICHOLLS STATE UNIVERSITY FOUNDATION
(as Lessor)

and

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM, on behalf of
NICHOLLS STATE UNIVERSITY
(as Lessee)

This AGREEMENT TO LEASE (together with any amendment hereto or supplement hereof, the “Facilities Lease”), dated as of April __, 2017, is entered into by and between NICHOLLS STATE UNIVERSITY FOUNDATION, a Louisiana nonprofit corporation represented herein by its Chairman, Chris Riviere (the “Corporation”) and the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by the President of the Nicholls State University and Board Representative, Dr. Bruce Murphy, acting herein on behalf of Nicholls State University (the “University”)

WITNESSETH

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

WHEREAS, the John L. Guidry Stadium Field (the “Facilities”) located at the University is in severe disrepair and must be resurfaced and renovated for future use (“the Project”)

WHEREAS, the Board, with and on behalf of the University, owns the ground on which the Corporation proposes to renovate the Facilities (as defined herein) with resurfacing, installation and drainage adjustments needed on the stadium field for the estimated cost of $531,000 Dollars;

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 the University;

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

WHEREAS, the Board desires to proceed in accord with the Ground Lease and the Plans and Specifications and to lease the Leased Property (as defined herein) to the Corporation for
the purpose of developing, designing, renovating and modifying the Facilities at the University which will be completed through use of $300,000 upfront dollars of donations in hand from the Corporation and rental payments by Nicholls State University of $125,000.00 from Student Athletic fees collected previously. The remaining balance of approximately $106,000.00 for the Project shall be paid by the Corporation to the Project vendor from funds on-hand and/or available through the Corporation’s credit facilities. The Corporation and the Nicholls Athletic Foundation will coordinate a fundraising drive to return monies provided by the Corporation for the remaining $106,000.00 Dollars for the Project using no other money of the University.

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 to proceed with the Project for renovation of the Facilities; and

WHEREAS, the Corporation and the Board have agreed that the Corporation shall replace the Turf at the Facilities on the Leased Property pursuant to the Ground Lease, as approved by the Board, and sublease the Facilities to the Board on behalf of the University pursuant to this Facilities Lease, with the accompanying payments and donations used to pay for the Project listed herein.

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

Section 1. Facilities Lease; Term of Lease. The Corporation hereby subleases 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 upon completion of the Project of the Facilities and the payment to the Corporation as indicated herein to accept possession of the Facilities, as renovated 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 on the Expiration Date; provided, however, this Facilities Lease shall terminate prior to the Expiration Date upon the happening of any of the following events:

(a) Rental payments of $125,000 Student Athletic fees;

Section 2. 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, bond indenture, or other financing agreement 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.

Section 3. **Representations and Covenants of the Corporation.** The Corporation makes the following representations and covenants:

(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; and

(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;

Section 4. **Waiver and Disclaimer of Warranties.**

(a) 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.

(b) 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 rehribution 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 rehribution defects and vices for the Facilities.

(e) 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.

(d) 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 5. Rental.

(a) The Board, for and in consideration of the Corporation entering into the Ground Lease, renovating and refurbishing 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 pay Rental in the amounts identified herein, such amounts constituting in the aggregate the Rental payable under this Facilities Lease.

Section 6. Operation, Alterations, Maintenance, Repair & Replacement.

(a) The Board or the University 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; and

(b) The Board or the University 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.

Section 7. Utilities.

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

(b) 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, lighting, security, or for surges or interruptions of electricity.

Section 8. **Insurance.**

(a) The Facilities are self-insured through the Office of Risk Management, Division of Administration, State of Louisiana. The Board will insure continuation of that policy.

Section 9. **Condemnation, Casualty and Other Damage.**

(a) The Board hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Bonds remain outstanding and unpaid, the Board will not exercise the power of condemnation with respect to the Facilities. The Board further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the Board should fail or refuse to abide by such covenant and condemns the Facilities, the appraised value of the Facilities shall not be less that the greater of (i) if such Bonds are then subject to redemption, the principal and interest components of the Bonds outstanding through the date of their redemption, or (ii) if such Bonds are not then subject to redemption, the amount necessary to defease such Bonds to the first available redemption date in accordance with the Indenture.

Section 10. **Quiet Enjoyment.** The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or The University, 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 whosoever lawfully claiming the same, or any part thereof subject only to the provisions of this Facilities Lease.

Section 11. **Environmental Compliance and Indemnity.**

(a) **Environmental Compliance.** The Board or the University 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.

Section 12. **The Corporation's Reservation of Rights.**

(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.

Section 13. **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 14. **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 15. **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 16. **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 17. **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 18. **Time of the Essence.** Time is of the essence of each and every provision of this Facilities Lease.

Section 19. **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 20. **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 21. **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 22. **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 23. **Signs.** The Board or the University 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 24. **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 25. **Facilities Lease to Constitute a Contract.** This Facilities Lease, upon execution by the Board and the Corporation shall constitute a third-party beneficiary contract between the Board and the Corporation for the benefit of the owners of all Bonds issued hereunder.

Section 26. **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 Thibodaux, 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 27. **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 28. **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 29. **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:

**The Corporation:** Nicholls State University Foundation  
P.O. Box 2074  
Thibodaux, LA 70310  
Attention: President

**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: Vice President of Business and Finance

**The University:** Nicholls State University  
906 East 1st Avenue  
Thibodaux, LA 70301  
Attention: Vice President for Business Affairs

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IN WITNESS WHEREOF, the undersigned representatives have signed this Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System and the Corporation on the _day of_, 2017.

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM

By: ________________________________
Dr. Bruce Murphy, President
Nicholls State University
Board Representative

WITNESSES:

______________________________

______________________________

NICHOLS STATE UNIVERSITY FOUNDATION

By: ________________________________
CHRISTOPHER RIVIERE, PRESIDENT

WITNESSES:

______________________________

______________________________
STATE OF LOUISIANA
PARISH OF LAFOURCHE

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:

BRUCE MURPHY

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 Board 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:

______________________________
Dr. Bruce Murphy, President
Nicholls State University,
Board Representative

______________________________

NOTARY PUBLIC
Print Name:____________________
Notary ID #___________________
My Commission expires:
STATE OF LOUISIANA

PARISH OF LAFOURCH

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:

CHRISTOPHER RIVIERE

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 Board 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:

__________________________________________

Christopher Riviere, President
Nicholls State University
Foundation

__________________________________________

NOTARY PUBLIC
Print Name: ___________________________
Notary ID # _______________________
My Commission is for Life
EXHIBIT A
FACILITIES
[TO COME]
EXHIBIT B

FORM OF MEMORANDUM OF AGREEMENT TO LEASE WITH OPTION TO PURCHASE

STATE OF LOUISIANA §
§ KNOW ALL MEN BY THESE PRESENTS:
PARISH OF LAFOURCHE §

MEMORANDUM OF LEASE

This Memorandum of Lease (this “Memorandum”) is entered into by and between Nicholls State University Foundation (the “Lessor”) and the Board of Supervisors for the University of Louisiana System (the “Lessee”).

RECITALS

A. Lessor and Lessee have entered into an Agreement to Lease with Option to Purchase dated as of April 1, 2017 (the “Lease”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, __________________________ described on Exhibit A attached hereto and incorporated herein (the “Facilities”).

B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties’ rights under the Lease.

LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the Lease:

1. The term of the Lease commenced on April ___, 2017 and shall continue until midnight on April 19, 2020, unless sooner terminated or extended as provided in the Lease.

2. Lessor has the right under the Lease to purchase Lessee’s leasehold interest in the Facilities at any time during the term of the Lease in accordance with the provisions thereof.

3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:
Lessor: Nicholls State University Foundation  
P.O. Box 2074  
Thibodaux, LA 70310  
ATTN: President

Lessee: Board of Supervisors for the University of Louisiana  
System 1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
Attention: Vice President for Business and Finance

This Memorandum is executed for the purpose of recordation in the public records of Ouachita Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit, or modify the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
THUS DONE AND PASSED on the____ day of______, 2017, in Thibodaux, Louisiana in the presence of the undersigned competent witnesses, who herewith sign their names with Christopher Riviere, President, Nicholls State University Foundation and me, Notary.

WITNESSES:                                      NICHOLLS STATE UNIVERSITY FOUNDATION

______________________________________________

By:__________________________________________
    Christopher Riviere, President

______________________________________________

NOTARY PUBLIC
Print Name:_________________________________
Notary ID #_________________
My Commission is for Life

THUS DONE AND PASSED on the____ day of______, 2017, in Thibodaux, Louisiana in the presence of the undersigned competent witnesses, who herewith sign their names with Dr. Bruce Murphy, President of Nicholls State University and Board Representative, and me, Notary.

WITNESSES:                                      BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

______________________________________________

By:__________________________________________
    Dr. Bruce Murphy, President
    Nicholls State University

______________________________________________

NOTARY PUBLIC
Print Name:
Notary ID #
My Commission expires:

Exhibit B
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:

WITNESETH

ARTICLE 1
LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in 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 install artificial turf and drainage at John L. Guidry Stadium, identified in Exhibit A, hereinafter the "Project". All excavation and removal of soil and turf are the sole responsibility of the Lessor. The Turf 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 19th day of April 2020 or at such time as identified in the Facilities Lease between the Corporation and Board.

**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 the Facilities Lease 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 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 $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 hereinafore 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 April _____, 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.
Item I.9. Northwestern State University’s request to enter into and execute a Ground Lease Agreement with Christus Health Northern Louisiana, or its parent, subsidiary, affiliate or other related company, for a Parking Lot.

EXECUTIVE SUMMARY

The University is requesting approval for the execution of a Ground Lease Agreement between the Board and Christus Health Northern Louisiana. The purpose of the ground lease is to acquire access to a parking lot adjacent to the Shreveport College of Nursing and Allied Health Complex. The Shreveport Campus currently has over 900 students and currently has just over 500 parking spaces. The lease of this property would allow the University to increase its available parking spaces to over 700. The lot is 124,000 square feet and is equipped with 19 sets of parking lot lights. Upon completion of the lease, the leased property will be added to their list of property with the Louisiana Office of Risk Management for liability coverage. The lot is surrounded by iron fencing with four exits and entrances for vehicles. The lot is currently not being used by Christus Health Northern Louisiana. The lot will be monitored by University Police while school is in session during the lease agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to enter into and execute a Ground Lease Agreement with Christus Health Northern Louisiana, or its parent, subsidiary, affiliate or other related company for a Parking Lot.

BE IT FURTHER RESOLVED, that Northwestern 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 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 the University will provide the System office with copies of all final executed documents for Board files.
March 28, 2017

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

Re: Christus Health Northern Louisiana Parking Lot Lease Agreement

Dear Dr. Henderson:

Northwestern State University is requesting the Christus Health Northern Louisiana Parking Lot Lease Agreement be placed on the agenda for the April 2017 meeting of the Board of Supervisors.

Thank you for your consideration.

Sincerely,

[Signature]

Dr. Chris Maggio
Acting President

Attachment
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by ________________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT WITH CHRISTUS HEALTH NORTHERN LOUISIANA IN CONNECTION WITH THE LEASE OF A PARKING LOT LOCATION IN SHREVEPORT LOUISIANA FOR THE PURPOSE OF ADDITIONAL STUDENT PARKING SPACES IN SHREVEPORT FOR NORTHWESTERN STATE UNIVERSITY COLLEGE OF NURSING AND ALLIED HEALTH. AUTHORIZING AND APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) is authorized, pursuant to La. R.S. 17:3351 through 17:3365 (the “Act”), and other constitutional and statutory authority supplemental thereto, to lease a portion of Christus Health Northern Louisiana (the “Company”) property, in order to enable the University to facilitate the use of a parking area for University Student Parking;

WHEREAS, the Board desires to approve and authorize the execution of (i) a Ground lease between the Board and the Corporation (a “Ground Lease”) by and between the University of Louisiana System Board and Christus Health Northern Louisiana, or its parent, subsidiary, affiliate or other related entity (the “Company”);

WHEREAS, the Board now desires to authorize the execution of the Ground Lease, and any other documents, agreements, certificates or other items necessary to facilitate the Project.

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

SECTION 1. The Board hereby authorizes and approves the Ground Lease, each substantially in the forms attached hereto as Exhibit A, subject to such changes as may be approved by counsel to the Board.

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University, or his designee, shall be authorized to execute the Ground Lease, and any and all certificates, documents, agreements, or other items necessary in connection with the Project, subject to approval by counsel to the Board.

SECTION 3. This resolution shall take effect immediately.

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

YEAS:

NAYS:

ABSENT:
ABSTAINING:

The Resolution was declared to be adopted on the 20 day of April, 2017.

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

Certified to be a true copy.

___________________________
Secretary

[SEAL]
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the "Board"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on April 20, 2017 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT IN CONNECTION WITH THE LEASE OF PORTIONS OF CHRISTUS HEALTH NORTHERN LOUISIANA PROPEITY FOR THE PURPOSE OF FACILITATING THE USE FOR STUDENT PARKING; AUTHORIZING AND APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the 20 day of April, 2017.

Name: Carol Slaght
Title: Assistant to the Board

[SEAL]
Item I.10. Northwestern State University’s request for approval to enter into a Facilities Lease with the Demons Unlimited Foundation, Inc., pursuant to authority vested by La. R.S.17:3361 for the site of the scoreboard area at Turpin Stadium for the primary purpose of making facility improvements.

EXECUTIVE SUMMARY

The University proposes to enter into a facilities lease with the Demons Unlimited Foundation for the purpose of making facility improvements to include the replacement of a scoreboard at Turpin Stadium. The lease is limited to the space as outlined in the lease documents and for the sole purpose of said improvements.

The lease will terminate on August 30, 2017 or at such time as a donation of improvements is executed.

University staff will approve all plans and specifications prior to the commencement of work.

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 approves Northwestern State University’s request to enter into a Facilities Lease with the Demons Unlimited Foundation for the site of the scoreboard area at Turpin Stadium for the primary purpose of making facility improvements.

BE IT FURTHER RESOLVED, that Northwestern 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 Northwestern State University and his or her designee is authorized to execute the lease and all documents necessary to accept the improvements completed by the Northwestern State University on behalf of the System.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
March 28, 2017

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

Re: Turpin Stadium Scoreboard Replacement Lease Agreement

Dear Dr. Henderson:

Northwestern State University is submitting the attached Turpin Stadium Scoreboard Replacement Lease Agreement to be placed on the agenda for the April 2017 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
Acting President

Attachment
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by ____________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT WITH DEMON UNLIMITED FOUNDATION IN CONNECTION WITH THE LEASE OF TURPIN STADIUM VIDEO BOARD FOR THE PURPOSE OF REPLACING THE CURRENT VIDEO BOARD; AUTHORIZING AND APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) is authorized, pursuant to La. R.S. 17:3351 through 17:3365 (the “Act”), and other constitutional and statutory authority supplemental thereto, to lease the Turpin Stadium Video Score Board to Demon Unlimited Foundation (the “Company”), in order to enable the University to replace the existing Video Board and Scoreboard;

WHEREAS, the Board desires to approve and authorize the execution of (i) a Ground lease between the Board and the Corporation (a “Ground Lease”) by and between the University of Louisiana System Board and the Demon Unlimited Foundation, or its parent, subsidiary, affiliate or other related entity (the “Company”);

WHEREAS, the Board now desires to authorize the execution of the Ground Lease, and any other documents, agreements, certificates or other items necessary to facilitate the Project.

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

SECTION 1. The Board hereby authorizes and approves the Ground Lease, each substantially in the forms attached hereto as Exhibit A, B, C subject to such changes as may be approved by counsel to the Board.

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University, or his designee, shall be authorized to execute the Ground Lease, and any and all certificates, documents, agreements, or other items necessary in connection with the Project, subject to approval by counsel to the Board.

SECTION 3. This resolution shall take effect immediately.

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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

Northwestern – ULS Resolution
The Resolution was declared to be adopted on the __20__ day of April, 2017.

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

Certified to be a true copy.

__________________________________________
Secretary

[SEAL]
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the “Board”), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on April 20, 2017 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT IN CONNECTION WITH THE LEASE OF TURPIN STADIUM VIDEO BOARD FOR THE PURPOSE OF FACILITATING THE REPLACEMENT OF THE EXISTING VIDEO BOARD; AUTHORIZING AND APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the 20th day of April, 2017.

Name:  
Title:  Assistant to the Board

[SEAL]
EXHIBIT A
FORM OF GROUND LEASE AGREEMENT ATTACHED

EXHIBIT B
LOCATION PHOTO ATTACHED
LEASE

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, with
and on behalf of NORTHWESTERN STATE UNIVERSITY represented herein by Dr.
Chris Maggio, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

DEMON UNLIMITED FOUNDATION, a non-profit corporation, domiciled in
Natchitoches Parish, Louisiana, with its address of 468 Caspari Drive, Natchitoches,
Louisiana 71497, represented herein by its duly authorized representative Kenny Knotts.
President of the Demons Unlimited Foundation.

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

WITNESETH

ARTICLE 1

LEASE OF PROPERTY

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

All of the property described on the attached Exhibit B, hereinafter referred to as the
"Leased Property".

1
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 term, 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 use the Leased Property described in 1.1 to install Scoreboard and Video Screen in Turpin Stadium. All removal of existing scoreboard and video screen are the sole responsibility of the Tenant. Scoreboard and Video Warranty will be in favor of Lessor at time of completion. Plans and specifications for improvements 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 April 20, 2017 and ending at midnight on the 30th day of August 2017 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 agrees to construct, at its sole cost and expense, the improvements described 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 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 Moveables. Tenant shall have the right to install any, 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.
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 attached policy of insurance for the coverage and amounts set forth in described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Certificate of Insurance Exhibit C.

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. Exhibit C.

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 Dr. Marcus Jones
Executive Vice President
Northwestern State University
Natchitoches, LA 71497

Tenant: c/o Kenny Knotts
President for Demons Unlimited Foundation
Natchitoches, LA 71497

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, as the case may be.

ARTICLE 18

SEVERABILITY

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

ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be APRIL 20, 2017.

[Signature Page Follows]
THIS DONE AND PASSED in the presence of and
________________________, competent witnesses, in the City of Natchitoches, Parish of Natchitoches,
State of Louisiana on this_______ day of________________, 2017.

WITNESSES:

________________________

________________________

________________________

________________________

DEMONS UNLIMITED
FOUNDATION, INC.

________________________
Kenny Knotts, President
Demons Unlimited Foundation

WITNESSES:

________________________

________________________

________________________

________________________

NORTHWESTERN STATE
UNIVERSITY

________________________
Dr. CHRIS MAGGIO
Acting President, Northwestern State
University
**EXHIBIT A**

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.
Leased area consists of current scoreboard and video screen and 500 feet around the current scoreboard to be used as staging area. Leased area outlined in red area depicted on the map above.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: 1-952-242-3100
Wells Fargo Insurance Services USA, Inc.
400 Hwy 169 South
8th Floor
St. Louis Park, MN 55426

INSURED: Daktronics, Inc.
201 Daktronics Drive
PO Box 5128
Brookings, SD 57006-5128

GOVERNMENT INSURER:

CONTACT NAME: Kristin Covert
PHONE (AIG, No. Ext): 952-242-3100
FAX (AIG, No. Ext): 
EMAIL ADDRESS: Kristin.Covart@wellsfargo.com

NAIC #:
INSURER A: TRAVELERS IND CO OF CT
25682
INSURER B: TRAVELERS PROP CAS CO OF AMER
25674
INSURER C: TRAVELERS IND CO OF AMER
25665
INSURER D: TRAVELERS IND CO
25658
INSURER E: 
INSURER F: 

COVERAGE:

CERTIFICATE NUMBER: 49334135
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.

<table>
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<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L/SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>HRGLSA117D6882TCT-16</td>
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<td>PRODUCTS - COMPO/POPP AGG</td>
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| A | AUTOMOBILE LIABILITY | ALL OWNED AUTOS | SCHEDULED AUTOS | HECAP117D6591TCT-16 | 10/01/16 | 10/01/17 |
| A | | HIRD AUTOS | NON-OWNED AUTOS | | | COMBINED SINGLE LIMIT | $1,000,000 |
| | | | | | | BODILY INJURY (Per person) | $5,000 |
| | | | | | | BODILY INJURY (Per accident) | $5,000 |
| | | | | | | PROPERTY DAMAGE (Per accident) | $5,000 |
| B | UMBRELLA LIABILITY | EXCESS LIAB | OCCUR | HSMJUCP117D6894TIL-16 | 10/01/16 | 10/01/17 |
| | | CLAIMS-MADE | | | | EACH OCCURRENCE | $20,000,000 |
| | | | | | | AGGREGATE | $20,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | HIC2HUB163D0118-16 | 10/01/16 | 10/01/17 |
| | | | | | | EL EACH Accident | $1,000,000 |
| | | | | | | EL DISEASE - EA EMPLOYEE | $5,000,000 |
| | | | | | | EL DISEASE - POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Northwestern State University - Football Video Board - Daktronics Quote #563542
Additional Insured with respect to General Liability and Auto Liability: Demons Unlimited Foundation and Northwestern State University. A Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation applies in favor of Additional Insureds.

CERTIFICATE HOLDER

Demons Unlimited Foundation
468 Cespardi Street
Natchitoches, LA 71457

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PSC0614725
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion
B. Non-Owned Watercraft Less Than 75 Feet
C. Aircraft Chartered With Pilot
D. Damage To Premises Rented To You
E. Increased Supplementary Payments
F. Who Is An Insured – Employees And Volunteer Workers – First Aid
G. Who Is An Insured – Employees – Supervisory Positions
H. Who Is An Insured – Newly Acquired Or Formed Organizations
I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
J. Blanket Additional Insured – Lessors Of Leased Equipment
K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
L. Blanket Additional Insured – Broad Form Vendors
M. Who Is An Insured – Unnamed Subsidiaries
N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
O. Medical Payments – Increased Limits
P. Contractual Liability – Railroads
Q. Knowledge And Notice Of Occurrence Or Offense
R. Unintentional Omission
S. Blanket Waiver Of Subrogation

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I – COVERAGE – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGE – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION
COMMERCIAL GENERAL LIABILITY

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
This exclusion does not apply to an aircraft that is:
(a) Chartered with a pilot to any insured;
(b) Not owned by any insured; and
(c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU
1. The first paragraph of the exceptions in Exclusion J., Damage To Property, in Paragraph 2. of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion J., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section 1 – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:
(a) The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
(b) $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:
"Premises damage" means "property damage" to:
a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
(b) That is insurance for "premises damage";
or
7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS
1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGE:
b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGE:
d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Coverage Form, and Paragraph 3. of SECTION II – WHO IS AN INSURED of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:
a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessee.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

   1. Any express warranty not authorized by you;
   2. Any change in "your products" made by such vendor;
   3. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   4. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
   5. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
   6. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.
Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

   (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

   (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

      (a) Any individual who is:

          (i) A partner or member of any partnership or joint venture;

          (ii) A manager of any limited liability company;
COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or
(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insurer has agreed in a contract or agreement to waive that insurer's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

5. The following is added to the DEFINITIONS Section:
"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-
ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The Limits of Insurance shown in the Declarations are replaced by the following:

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Aggregate Limit (Other Than Projects and Products-Completed Operations)</td>
<td>$ 20,000,000</td>
</tr>
<tr>
<td>Designated Location Aggregate Limit (Other Than Products-Completed Operations)</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Designated Project Aggregate Limit (Other Than Products-Completed Operations)</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit (Other Than Products-Completed Operations)</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate Limit</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Damage To Premises Rented to You Limit</td>
<td>$ 1,000,000 Any One Premises</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>$ 15,000 Any One Person</td>
</tr>
</tbody>
</table>

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed and executed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
Each premises owned by or rented by you.
COMMERCIAL GENERAL LIABILITY

PROVISIONS

A. The following replaces SECTION III – LIMITS OF INSURANCE:

1. a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
   (1) Insureds;
   (2) Claims made or "suits" brought;
   (3) Persons or organizations making claims or bringing "suits"; or
   (4) Designated "projects" or "locations" shown in the Schedule above.

b. The Total Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
   (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   (2) Damages under Coverage B; and
   (3) Medical expenses under Coverage C.

c. A Designated Project Aggregate Limit is provided and is also shown in the Schedule above. The Designated Project Aggregate Limit is subject to all of the following provisions:
   (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
      (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
      (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
      which can be attributed only to operations at a single designated "project" shown in the Schedule above.

   (2) The Designated Project Aggregate Limit applies separately to each designated "project".

   (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.

   (4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit shown in the Schedule above and described in 2. below applies to such damages.

   (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies shall reduce the Designated Project Aggregate Limit for that designated "project". Such payments shall not reduce the Total Aggregate Limit shown in the Schedule above, the General Aggregate Limit shown in the Schedule above and described in 2. below, the Designated Project Aggregate Limit for any other designated "project" shown in the Schedule above or the Designated Location Aggregate Limit shown in the Schedule above.

d. Subject to the Total Aggregate Limit shown in the Schedule above and described in b. above, a Designated Location Aggregate Limit is provided and is also shown in the Schedule above. The Designated Location Aggregate Limit is subject to all of the following provisions:
   (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
       (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
       (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
       which can be attributed only to operations at a single designated "location" shown in the Schedule above.

   (2) The Designated Location Aggregate Limit applies separately to each designated "location".
(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard." Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit shown in the Schedule above and described in 2. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Location Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Schedule above and described in 2. below, the Designated Project Aggregate Limit shown in the Schedule above or the Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.

2. Subject to the Total Aggregate Limit shown in the Schedule above and described in 1.b. above, a General Aggregate Limit is provided and is also shown in the Schedule above. The General Aggregate Limit is subject to all of the following provisions:

   a. The General Aggregate Limit is the most we will pay for the sum of:

      (1) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, which cannot be attributed only to operations at a single designated "project" or "location" shown in the Schedule above; and

      (2) Damages under Coverage B.

   b. The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard." Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.

c. Any payments made for damages or medical expenses to which the General Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the General Aggregate Limit shown in the Schedule above. Such payments shall not reduce the Designated Project Aggregate Limit for any designated "project" shown in the Schedule above or the Designated Location Aggregate Limit for any designated "location" shown in the Schedule above.

3. If coverage for liability arising out of the "products-completed operations hazard" is provided, the Products-Completed Operations Aggregate Limit shown in the Schedule above is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages shall reduce the Products-Completed Operations Aggregate Limit shown in the Schedule above. Such payments shall not reduce the Total Aggregate Limit shown in the Schedule above, the General Aggregate Limit shown in the Schedule above, the Designated Project Aggregate Limit for any designated "project" shown in the Schedule above or the Designated Location Aggregate Limit for any designated "location" shown in the Schedule above.

4. Subject to the Total Aggregate Limit and the General Aggregate Limit shown in the Schedule above and described in 1.b. and 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to the Total Aggregate Limit and either the Designated Location Aggregate Limit or the General Aggregate Limit, subject to the Designated Project Aggregate Limit or subject to the Products-Completed Operations Aggregate Limit, shown in the Schedule above and described in 1.b., 1.c., 1.d., 2. and 3. above, whichever apply or applies, the Each Occurrence Limit is the most we will pay for the sum of:
COMMERCIAL GENERAL LIABILITY

a. Damages under Coverage A; and
b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

B. The following is added to the DEFINITIONS Section:

"Location" means any premises owned by or rented to you shown in the Schedule above. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, shall be considered a single "location".

"Project" means any area, away from premises owned by or rented to you, shown in the schedule above at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, shall be considered a single "project".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

1. The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

2. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed:

subsequent to the signing and execution of that contract or agreement by you.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your...
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any person not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the named insured has agreed by written contract executed prior to loss to furnish this waiver

DESIGNATED ORGANIZATION:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME: SEE ENDORSEMENT CG T8 01

ADDRESS: .
. SD 57006

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.
DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

IL T3 54, Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided By Us, SCHEDULE, to read:

NAME: Any person or organization to whom you have agreed in a written contract that notice of cancellation, nonrenewal or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation, nonrenewal or material limitation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

ADDRESS: The address for that person or organization included in such written request from you to us.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

WHEN WE DO NOT RENEW (Nonrenewal):

NAME: SEE IL T8 03

ADDRESS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days Indicated above before the effective date to our action.
** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

DESIGNATED ENTITY-EARLIER NOTICE OF CANC/NONR

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE COVERAGE

DESIGNATED ENTITY-EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US IS AMENDED TO READ AS FOLLOWS:

NAME: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

EFFECTIVE DATE 10-01-16
EXPIRATION DATE 10-01-17
PAGE 0001 DATE OF ISSUE 10-01-16
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DETERMINED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME: SEE ENDORSEMENT CG T8 02

ADDRESS: SEE ENDORSEMENT CG T8 02

BROOKINGS SD 57006

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

IL T3 54 03 98, DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US, SCHEDULE, TO READ:

NAME: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.
NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
   1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
   2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Address: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-16       Policy No. HC2HUB163D0118-16       Endorsement No.  
Insured Daktronics, Inc.       Premium $ 
Insurance Company The Travelers Indemnity Company of America       Countersigned by ____________________________

DATE OF ISSUE: 10-01-16       ST ASSIGN:
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 20, 2017

Item I.11. Southeastern Louisiana University’s request for approval to demolish Twelve Oaks, a former cafeteria and reception hall.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish Twelve Oaks. This building was constructed in 1956 and is located near the historical corner of the campus next to the administration building.

A new cafeteria, commercial kitchen, and meeting rooms were constructed during the recent expansion and renovation of the Student Union, leaving this facility obsolete. Twelve Oaks’ overall condition is poor and in need of extensive repair. The building has no architectural or historical significance and the cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The demolition of this facility is a part of the new and replacement housing project previously approved by the Board and will be funded as a part of that project.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request to demolish Twelve Oaks, a former cafeteria and reception hall.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 30, 2017

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

Re: Demolition of Twelve Oaks

Dear Dr. Henderson:

Southeastern Louisiana University requests permission from the Board of Supervisors for the demolition of the former cafeteria and reception hall facility known as Twelve Oaks. This building was constructed in 1956 and is located near the historical corner of the campus next to the administration building.

A new cafeteria, commercial kitchen and meeting rooms were constructed during the recent expansion and renovation of the Student Union, leaving this facility obsolete. The overall condition of Twelve Oaks is poor and it is in need of extensive repairs. The building has no architectural or historical significance and the cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The demolition of this facility is a part of the new and replacement housing project previously approved by the Board and will be funded as a part of that project.

Please place this item on the agenda for the April 20, 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
The Building was constructed in 1956.
The structure is located near the historical corner of the campus and next to the administration building. A new cafeteria, commercial kitchen and meeting rooms were constructed during the recent expansion & renovation of the Student Union, leaving this facility obsolete.
The overall condition of the building is poor. It is in need of extensive repairs.
The cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The building has no historical significance.
Recommend complete demolition.
Item I.12. Southeastern Louisiana University’s request for approval to demolish the Vera Thomason Health Center.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Vera Thomason Health Center. This small one-story building was constructed in 1966 and sits in the middle of a large parking lot.

A new Health Center was constructed during the recent expansion and renovation of the Student Union, leaving this facility obsolete. The Health Center has not received any major renovations and its overall condition is poor. It has no architectural or historical significance and the cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The demolition of this facility is a part of the new and replacement housing project previously approved by the Board and will be funded as a part of that project.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request to demolish the Vera Thomason Health Center.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 30, 2017

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

Re: Demolition of Vera Thomason Health Center

Dear Dr. Henderson:

Southeastern Louisiana University requests permission from the Board of Supervisors for the demolition of the Vera Thomason Health Center. This small one story building was constructed in 1966 and sits in the middle of a large parking lot.

A new Health Center was constructed during the recent expansion and renovation of the Student Union, leaving this facility obsolete. The Vera Thomason Health Center has not received any major renovations and its overall condition is poor. It has no architectural or historical significance and the cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The demolition of this facility is a part of the new and replacement housing project previously approved by the Board and will be funded as a part of that project.

Please place this item on the agenda for the April 20, 2017 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

[Signature]

John L. Crain  
President

Attachment
Date: February 21, 2017

Board Agenda Item Number: Vera Thomason Health Center Construction Date: 1966
Building Name: 2-53-004 Year Built/Acquired: 1966
Site Code: 03209 Structure Type: Wood frame & Brick veneer
State ID Number: Senator: Beth Mizell Photos: below
Representative: Christopher Broadwater Estimated Demolition Cost: $45,000
(Cost established in Project budget)

1. The Building was constructed in 1966
2. The Structure is a small one story building which is located in the middle of a large parking lot. A new Health Center was constructed during the recent expansion & renovation of the Student Union, leaving this facility obsolete.
3. The overall condition of the building is poor. It is in need of extensive repairs.
4. The cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The building has no historical significance.
5. Recommend complete demolition.
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 20, 2017

Item I.13. Southeastern Louisiana University’s request for approval to name a new computer lab in R. Norval Garrett Hall the “Barrios Ng Family Lab for Global Marketing and Latin American Business.”

EXECUTIVE SUMMARY

The University requests to name a new computer lab in R. Norval Garrett Hall the “Barrios Ng Family Lab for Global Marketing and Latin American Business.” Mr. Jose Barrios Ng is a long-standing friend and supporter of Southeastern and the College of Business, which is located in R. Norval Garrett Hall. He has been instrumental in providing unique educational opportunities for Southeastern students, especially those studying supply chain management who wish to participate in study abroad opportunities in Panama.

Mr. Barrios Ng has held numerous positions with the Panama Canal Authority, including former Chief Financial Officer and former Deputy CEO. He has generously used his connections with the Panama Canal Authority to provide opportunities for Southeastern supply chain management students to access programming that exposes them to operational aspects of the Panama Canal. Through his personal generosity, Mr. Barrios Ng donated $60,000 toward the development of the 817-square-foot specialized computer lab, which includes state-of-the-art Apple workstations, a student group work space, and a Promethean Interactive Wall, making Southeastern the first university in the country to utilize this new technology in this manner.

See attached for further information.

RECOMMENDATION

I: 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 a new computer lab in R. Norval Garrett Hall the “Barrios Ng Family Lab for Global Marketing and Latin American Business.”
March 30, 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 a new computer lab (room number 73) in R. Norval Garrett Hall (slab number S03207) the Barrios Ng Family Lab for Global Marketing and Latin American Business.

Jose Barrios Ng is a long-standing friend and supporter of Southeastern and our College of Business, which is located in R. Norval Garrett Hall. He has been instrumental in providing unique educational opportunities for Southeastern students, especially those studying supply chain management who wish to participate in study abroad opportunities in Panama.

Mr. Barrios Ng has held numerous positions with the Panama Canal Authority, including former Chief Financial Officer and former Deputy CEO. He has generously used his connections with the Panama Canal Authority to provide opportunities for Southeastern supply chain management students to access programming that exposes them to operational aspects of the Panama Canal.

Through his personal generosity, Mr. Barrios Ng donated $60,000 toward the development of the 817 square foot specialized computer lab, which includes state-of-the-art Apple workstations, a student group work space and a Promethean Interactive Wall, making Southeastern the first university in the country to utilize this new technology in this manner.

Beyond the funds donated personally by Mr. Barrios Ng, additional resources to complete the new lab were provided by the Institute for Global and Domestic Development (IGDD), a Southeastern affiliate organization that conducts international educational programming. Mr. Barrios Ng was instrumental in bringing the highly successful Panama Bilingual Program to Southeastern and IGDD; as a result, he is indirectly responsible for these additional resources that were necessary to complete the lab.

Due to his extensive financial and educational contributions to Southeastern and our College of Business, I believe it is appropriate for this new computer lab to reflect the Barrios Ng family name.
I respectfully request that you place this item on the agenda for the April 20, 2017, meeting of the Board of Supervisors.

Sincerely,

[Signature]

John L. Crain
President
Item 1.14. University of Louisiana at Monroe’s request for approval of the Board of Supervisors for the University of Louisiana System for the execution of a Ground and Buildings Lease Agreement and an Agreement to Lease with Option to Purchase between the Board, on behalf of the University, and the University of Louisiana at Monroe Facilities, Inc.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe completed a facility master plan in April 2013 and identified Brown Stadium as obsolete. After significant planning and discussion, the University desires to remodel the existing Brown Stadium and construct a new track and a new soccer field. Currently, there is inadequate locker room space for the track teams, storage space for equipment, and office space for the coaching staffs. The first floor of the existing Brown Stadium consists of team lockers, toilet and shower rooms, sports equipment storage areas, public toilets, stairs and vomitoria, mechanical and electrical rooms.

The University, through the University of Louisiana at Monroe Facilities, Inc. (ULMFI), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University, proposes to finance the cost of the renovation of Brown Stadium, the construction of a new track and soccer field, and the renovation of existing parking (Project).

The University, through ULMFI, proposes to use proceeds of tax-exempt revenue bonds issued through the Louisiana Local Government Environmental Facilities and Community Development Authority to finance the Project. The total principal amount of the Bonds will not exceed $4,000,000, which will be sufficient to pay Project costs, fund necessary reserve funds and capitalized interest, and pay the costs of issuance of the Bonds. The net interest cost of the transaction is not expected to exceed 5.0%.

The land and the existing improvements thereon, including the existing Brown Stadium and track, will be leased to ULMFI by the Board, on behalf of the University, pursuant to the Ground and Buildings Lease Agreement (the “Ground Lease”). ULMFI will complete the Project and lease the completed Project back to the Board pursuant to an Agreement to Lease with Option to Purchase (the “Facilities Lease”).
March 16, 2017

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

RE: University of Louisiana at Monroe (ULM)  
    Request to Approve to Renovate Brown Stadium, Track, and Soccer Field  
    April 20, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with constructing a track, soccer field, and renovating the existing Brown Stadium. I have enclosed an executive summary providing detailed information on this project. Please include ULM’s request for approval on the April 20, 2017 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the project from the Board of Regents at the April 26, 2017 meeting.

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

Sincerely,

Nick J. Bruno, Ph.D.
President

cc: Dr. William Graves, ULM Chief Business Officer
    Michael Davis, ULM Director of Facilities
    Bruce Janet, UL System Director of Internal and External Audit
    Chris Herring, BoR Assistant Commissioner for Facilities
University of LOUISIANA Monroe

Brown Stadium, Track and Soccer Field Renovations

Presentation to the Board of Supervisors for the University of Louisiana System

April 20, 2017
Contact Information

- **University**
  Michael Davis, Director of Facilities
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-5171
  mdavis@ulm.edu

  Dr. William Graves, Chief Business Officer
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-1961
  graves@ulm.edu

- **Affiliate – 501(c)3 Organization**
  R. Scott McDonald, Chairman
  ULM Facilities, Inc.
  700 University Avenue
  University Library, Suite 623
  Monroe, LA 71209
  (318) 342-1961

- **Project Counsel**
  Charles Herold
  Hudson, Potts, and Bernstein
  1800 Hudson Lane, Suite 300
  Monroe, LA 71201
  (318) 388-4400
  (318) 388-2758 (fax)
  cherold@hpblaw.com

- **Project Designer**
  Joy Annison, Architect
  Architecture Plus
  300 Washington St., Suite #400
  Monroe, LA 71201
  (318)387-2800
  jannison@archplus.com
Executive Summary

Background

The University of Louisiana at Monroe (ULM) Brown Stadium was constructed in 1987, and is currently being used by the men’s and women’s track teams. Originally, the facility was used as the University’s football stadium and field until the new stadium was constructed in 1978. There have been no major renovations to the building since its inception.

Location

The newly renovated stadium, track, and soccer field will be located at the same address, 340 Warhawk Way, on the main campus of ULM in Monroe, LA. It sits just to the north of the football field and Malone Stadium.

Project Scope

The University completed a facility master plan in April of 2013, and identified Brown Stadium as being obsolete. After significant planning and discussion, ULM wants to proceed with remodeling the existing Brown Stadium and constructing a new track and a new soccer field.

Currently, there is not adequate locker room space for the track teams, storage space for equipment, or office space for the coaching staffs. The first floor of the existing Brown Stadium consists of team locker, toilet and shower rooms, sports equipment storage areas, public toilets, stairs and vomitoria, mechanical and electrical rooms. The first floor is a 12,800 square foot area, which will be renovated. The second floor of the existing stadium consists primarily of offices, meeting rooms, breakroom, classrooms and toilets totaling 8,220 square feet. The second floor will not be renovated, and will remain unchanged except for the addition of a small new IT room. The 465 square foot Press box will be renovated. In this plan, offices, equipment storage, locker rooms, and team meeting rooms will all be located on the first floor.

The renovation of the first floor will consist of selective demolition of existing walls, ceilings, and all existing plumbing fixtures. New durable concrete masonry unit walls will be constructed in the locker room areas. In the locker rooms, new lavatories, toilet fixtures and stalls will be installed, including one accessible stall. Privacy partitions will be installed in the existing gang shower area. One accessible shower stall will be added outside the existing shower area. In each of the three locker rooms, new wood lockers to accommodate 30 team members will be installed. The women’s soccer area will have a room to house laundry equipment and a lounge. The locker rooms will be located on the track and field side of the building, and wrap
around the interior office area. The office area will be located generally in the center of the building, between the vomitoria and stairs. The office area will be constructed with metal studs and gypsum board. There will be four track offices. The head coach office will have a private toilet and shower room. There will be three soccer offices, with the head coach having a private toilet and shower room. Common areas will be a break room, video / conference / lounge and a unisex toilet.

The University is also interested in improving the overall exterior appearance. Existing elements will be accentuated with the primary and secondary colors of the University. Graphics will be applied to the exterior of the building, and will indicate the sports that are played and housed in the facility. All plans and specifications will be reviewed by the Office of Facilities Planning and Control in accordance with the rules and regulations of all third party projects.

**Project Schedule**

- ULM Facilities Corporation to sign contract with Architect – March 24, 2017
- Architectural and Engineering Begin Design Phase – April 1, 2017
- Receive UL System Board Approval – April 20, 2017
- Design Complete – August 1, 2017
- FP&C Design Review Period – August 1, 2017 – August 14, 2017
- Project Out for Public Bidding Phase – August 15, 2017
- Bidding Phase Closes – September 15, 2017
- Contracting Phase – Finalizing Contracts, Land leases, etc. – October 1, 2017
- Begin Construction – October 1, 2017
- End Construction Phase – May 1, 2018
- Grand Opening / Ribbon Cutting – May 18, 2017
Current Project Status

The ULMFI has contracted with Architecture Plus, an architecture firm located in Monroe, LA, to begin the design phase. We are currently working to finalize the floor plan and layout of the new facility. Architecture Plus is working with electrical engineers, mechanical engineers and a land surveying firm to narrow down the requirements for the renovation.

Project Structure

The University plans to construct the renovated stadium, new track and new soccer field by using the third party process and standard lease / leaseback agreements.

The project will be administered by ULM Facilities, Inc. (ULMFI). ULMFI is a 501(c)3 not-for-profit corporation affiliated with the University. The University will lease the land, including the stadium, to ULM Facilities, Inc. ULMFI will complete the renovation project and then will lease the facility back to the University upon the completion of construction. ULMFI will arrange for all construction for the project.

ULMFI anticipates total funding available for the project will be approximately $5,000,000. This will include all construction, design, testing / surveying, furniture, equipment, and contingency funding. The University will not incur any debt as a result of this project. The University's land / property will not be used as security for the ULM Facilities Inc., loan.
Business Plan

Project Budget

Architectural Design Expense Remaining: $179,000
Construction Contract, Guaranteed Maximum: $4,500,000
Miscellaneous Expenses:
(QC Testing, Advertising, etc.) $8,000
Project Contingency: $250,000
Project Total: $4,937,000
Summary

The University of Louisiana at Monroe (ULM) appreciates the Board's consideration of this important project. The University is striving to continuously improve our facilities, and our students are most supportive and appreciative of those efforts.

Accordingly, we respectfully request your approval of our project to renovate Brown Stadium and construct a new track and soccer field on campus to benefit our students and student athletes.
Item I.15. University of Louisiana Monroe’s request for approval to purchase a vacant lot located at 707 North McGuire Avenue, Monroe, which is currently owned by the ULM Foundation.

EXECUTIVE SUMMARY

The University is requesting approval to proceed with the purchase of a vacant lot located at 707 North McGuire Avenue in Monroe, Louisiana. The lot is .257 acres in size and would complete the ownership of the entire block by the University. The parcel number for this location is 85399. The purchase amount will be $28,350. The Foundation has recently cleared the lot of the structure and all vegetation. The future plan for the lot will include additional parking for commuter students on the west side of campus.

An MAI appraisal, property survey, Phase 1 environmental assessment, and an abstract of title and land have been ordered and are in the process of being completed. The University will not finalize the purchase until these documents are complete and submitted to the System office for review.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request to purchase a vacant located at 707 North McGuire Avenue, Monroe, upon receipt of the MAI appraisal, property survey, Phase 1 environmental assessment, and an abstract of title and land.

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

AND FURTHER, that the University of Louisiana at Monroe will provide the System office with copies of all final executed documents for Board files.
March 17, 2017

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

RE: University of Louisiana at Monroe (ULM)  
Request to Approve Purchase of 707 North McGuire Ave., Monroe, LA, from ULM Foundation  
April 20, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with the purchase of a vacant lot located at 707 North McGuire Ave., Monroe, LA 71203, from the University of Louisiana at Monroe Foundation. I have enclosed an executive summary that provides more information about the property. Please include ULM's request for approval on the April 20, 2017 Board meeting agenda.

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

Sincerely,

Nick J. Bruno, Ph.D.  
President

cc: Dr. William Graves, ULM Chief Business Officer  
Michael Davis, ULM Director of Facilities  
Bruce Janet, UL System Director of Internal and External Audit
Item 1.16. University of Louisiana at Monroe’s request for approval to enter into a Ground Lease Agreement with ULM Foundation, to construct a new Foundation and Alumni building pursuant to the authority vested in La. R.S. 17:3361 and to purchase the improvements back from the Foundation in accordance with the law.

EXECUTIVE SUMMARY

The University requests approval to enter into a Ground Lease Agreement with ULM Foundation to construct a new Foundation and Alumni Building and purchase the improvements back from the Foundation for the amount of $400,000. ULM will lease the land where the new facility will be constructed to the Foundation for $1.00 per year.

The Anna Gray Noe Alumni Center has become in dire need of major repairs over the last several years. It is cost prohibitive for the University to make extensive renovations to the existing building. Currently, the ULM Foundation is housed in a building near the campus. It has been realized that the Foundation and Alumni Relations offices will be stronger and will be able to more effectively serve the University if the two offices were located in one building. After significant planning and discussion, ULM wants to demolish the existing center and construct a new building on the site that will house the Foundation and the Alumni Relations office. The building will consist of seven administrative offices, an area for development offices, a multi-purpose/meeting area, a formal lobby, an executive conference room, and file/storage room. This will be a first class Foundation and Alumni Building and will promote the strategic advancement of the University. ULM was granted approval to demolish the building at the February 23, 2017 Board Meeting, which will be done by the Foundation as part of the construction process.

The Foundation anticipates that the total funding available for the project will be around $1,500,000. This will include all construction, design, testing/surveying, furniture, equipment, and contingency funding. The University’s land/property will not be used as security for the Foundation loan, and University funds will not be pledged as collateral for the project.

The Ground Lease Agreement will expire upon acceptance of substantial completion for the new building. The University anticipates future purchase of the facility with self-generated revenue from the Foundation, proceeding in accordance with Board rules and the law. After purchase, the University would issue a long-term lease with Foundation for use of the facility.
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 Monroe's request for approval to enter into a Ground Lease Agreement with the ULM Foundation, to construct a new Foundation and Alumni building pursuant to the authority vested in La. R.S. 17:3361.

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

BE IT FURTHER RESOLVED, the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request to negotiate purchase of the improvements back from the Foundation, to be brought back to the Board for final approval in accordance with the Board Rules and law.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe and his or her designee is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of University of Louisiana at Monroe.

AND FURTHER, that University of Louisiana at Monroe will provide the System office with copies of all final executed documents for Board files.
March 14, 2017

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve New Foundation Building
April 20, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new Foundation and Alumni Relations Building. I have enclosed an executive summary providing detailed information on this project. Please include ULM’s request for approval on the April 20, 2017 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the project from the Board of Regents at the April 26, 2017 meeting.

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

Sincerely,

Nick J. Bruno, Ph.D.
President

cc: Dr. William Graves, ULM Chief Business Officer
    Michael Davis, ULM Facilities Planning Officer
    Bruce Janet, UL System Director of Internal and External Audit
    Chris Herring, BoR Assistant Commissioner for Facilities
University of LOUISIANA Monroe

Foundation and Alumni Building Project

Presentation to the Board of Supervisors for the University of Louisiana System

April 20, 2017
Contact Information

- **University**
  Michael Davis, Director of Facilities & EHS
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-5171
  mdavis@ulm.edu

  Dr. William Graves, Chief Business Officer
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-1961
  graves@ulm.edu

- **Affiliate – 501(c)3 Organization**
  Susan Chappell, Executive Director of Foundation & Alumni Relations
  ULM Foundation
  3601 DeSiard Street
  Monroe, LA 71209
  (318) 342-5424
  chappell@ulm.edu

- **Project Counsel**
  John C. Laird, Professional Law Corporation
  P.O. Box 14488
  Monroe, LA 71207
  (318) 654-4341
  (318) 654-4337 (fax)
  jlaird@jclairdlaw.com

- **Design-Build Firm**
  Blue Heron Homes, LLC
  James Reneau, Owner
  4404 Old Sterlington Road, Suite 107
  Monroe, LA 71203
  (318) 855-9186
  (318) 459-9065 (fax)
  james@blueheronhomes.com
Executive Summary

Background

The University of Louisiana at Monroe (ULM) Anna Gray Noe Alumni Center was constructed in 1974 and has been used continuously since that time by the Alumni Relations Department. The building is located on a prime water front piece of property along Bayou DeSiard, and is easily accessible by the ULM campus and the community.

Location

The new Foundation and Alumni building will be located at 4400 Bon Aire Drive, which is at the corner of Bon Aire Drive and Warhawk Way on the main campus of ULM in Monroe, LA. It will sit just to the east of the new Student Event Center, formally the Lake C. Oxford Natatorium.

Project Scope

The Anna Gray Noe Alumni Center has become in dire need of major repairs over the last several years. It is cost prohibitive for the University to make extensive renovations. Currently, the ULM Foundation is housed in a building near the campus. Through significant planning and discussion, it has been realized that the Foundation and Alumni Relations offices will be stronger and be able to more effectively serve the University if the two offices were located in one building.

The University was granted permission to demolish the Anna Gray Noe Alumni Center at the February 23, 2017 ULS Board Meeting. As part of the project, the Foundation will demolish the building before new construction can begin. The new building will consist of two stories and will be of wood frame construction, with a brick exterior veneer and an asphalt shingle roof. All plans and specifications will be reviewed by the Office of Facilities Planning and Control in accordance with the rules and regulations of all third party projects.

The building will consist of seven (7) administrative offices, an area for development offices, a multi-purpose/meeting area, a formal lobby, an executive conference room, and a file/storage room. The building will be approximately 6,000 square feet in size. This will be a first class Foundation and Alumni Building and will promote the strategic advancement of the University.

Once substantial completion is granted for the new building, the University intends to buy the building back from the Foundation and issue the Foundation a long term facilities lease agreement. This structure and arrangement is beneficial to all parties involved, and will continue to help the University grow stronger on a daily basis.
Project Schedule

- Sign contract with Design-Build Firm – March 31, 2017
- Receive UL System Board Approval for ground lease – April 20, 2017
- Design Phase Milestone – April 30, 2017
- Submission of Design-Building Final Plans – May 31, 2017
- Facilities Planning and Control Review Period – June 1, 2017 – June 15, 2017
- Building Construction Begins – July 1, 2017
- Grand Opening / Ribbon Cutting – March 30, 2018

Current Project Status

The ULM Foundation is in negotiations with Blue Heron Homes, LLC, a contractor located in Monroe, LA, to finalize a Design-Build contract. Preliminary floor plans and exterior design has begun. The Foundation needed a preliminary floor plan to start their fund raising efforts because the building will be constructed with 100% donated funds. Blue Heron Homes, LLC is working with an architect, electrical engineers, mechanical engineers and a land surveying firm to narrow down the requirements for the construction.

Project Structure

The University plans to construct the Foundation and Alumni Building by using the third party process and standard lease / leaseback agreements.

The project will be administered by the ULM Foundation (Foundation). The Foundation is a 501(c)3 not-for-profit corporation affiliated with the University. The University will lease the land to the Foundation for demolition and construction purposes. The ground lease will terminate upon acceptance of substantial completion of the new building. Upon substantial completion, the University plans to buy the building back from the Foundation in the amount of $400,000.00. Once the University buys the building back from the Foundation, the University will issue a long term facility lease agreement for the building with the Foundation.

The ULM Foundation anticipates the total funding available for the project will be approximately $1,500,000.00. This will include all construction, design, testing / surveying, furniture, equipment, and contingency funding. The University will not
incur any debt as a result of this project. The University’s land/property will not be used as security for a ULM Foundation, Inc. loan.

**Business Plan**

**Project Budget**

Architectural Design Expense Remaining: $ 79,000

Construction Contract, Guaranteed Maximum: $1,340,000

Furnishings, Fixtures & Equipment: $ 45,000

Miscellaneous Expenses:
(QC Testing, Advertising, etc.) $ 6,000

Project Contingency: $ 30,000

**Project Total:** $1,500,000

**Summary**

The University of Louisiana at Monroe (ULM) appreciates the Board’s consideration of this important project. The University is striving to continuously improve our facilities, and our students are most supportive and appreciative of those efforts.

Accordingly, we respectfully request your approval of our project to construct a new Foundation and Alumni Building on campus in order to strengthen the position of the University in our community and on a national level.
GROUND AND BUILDINGS LEASE AGREEMENT

by and between

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, on behalf of UNIVERSITY OF LOUISIANA MONROE (as Lessor)

and

UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION (as Lessee)

Dated as of April 20, 2017 in connection with:

4400 Bon Aire Drive Project
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EXHIBIT A – PROPERTY DESCRIPTION
EXHIBIT B – PERMITTED ENCUMBRANCES
EXHIBIT C – MEMORANDUM OF GROUND LEASE
GROUND AND BUILDINGS LEASE
AGREEMENT

This GROUND AND BUILDINGS LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "Ground Lease") dated as of April 20, 2017, is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana (the "Board"), represented herein by the President of the University of Louisiana Monroe and Board Representative, Nick J. Bruno, and UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION, a Louisiana nonprofit corporation represented herein by its President, Susan Hoffmann, (the "Corporation").

WITNESSETH:

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

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

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 the University;

WHEREAS, in order to further the functions of the Board, by the demolition of the existing Alumni Center on the campus of the University and the construction of a new combined Foundation and Alumni Office to accommodate the staffs of the Foundation and Alumni employees, special events, parties, and conferences (the "Facilities"), the Board deems it advisable that the Land, defined herein, be leased to the Corporation for the purpose of reconstructing, developing, designing, and constructing the Facilities and leasing the Facilities and subleasing the Land back to the Board;

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 "Land");

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall renovate, develop, and construct the Facilities on the Land leased hereunder under this Ground Lease and upon substantial completion of such Facilities, the Board will purchase such Facilities and lease the Land and Facilities to the Corporation pursuant to a Facilities Lease to be executed between the Corporation and Board (the "Facilities Lease").
NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE I
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, including the improvements thereon, all existing and future improvements, alterations, additions, and attached fixtures located or to be located on the Land, 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 1.3 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 at midnight on December 1, 2018 or the date on which the Facilities are completed and accepted (as hereinafter described) or the Board purchases the Facilities and then enters into the Facilities Lease leasing the land and Facilities to the Corporation, whichever occurs first (the "Expiration Date").

ARTICLE II DEFINITIONS

Section 2.01. Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto, the Indenture, or the Loan Agreement. 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 the University.

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

"Applicable Laws" means all present and future statutes, regulations,
ordinances, resolutions and orders of any Governmental Authority which are applicable to the parties performing their obligations under this Ground Lease.

"Architect" means Catalyst Design, L.L.C. who is part of the Design / Build Team.

"Authority" means the Louisiana Local Government Environmental Facilities and Community Development Authority.

"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 the University.

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

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

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, Monroe, 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 hereof.

"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.

"Contract Monitor" means Susan Chappell, Executive Vice President, which has been appointed to monitor the performance of the Corporation hereunder.

"Corporation" means University of Louisiana at Monroe Foundation, 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 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 or its successor or assigns.

"Corporation Representative" means Susan Hoffmann, President.

"Date of Opening" means the date the building located on the Facilities are placed in use.

"Design/Build Team" means Blue Heron Homes, L.L.C. who has been selected to design and construct the Facilities, by the Corporation in accordance with the RFP.

"Effective Date" means the date on which this Ground Lease and the Facilities Lease are 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 construction of the buildings to be located at 4400 Bon Aire Drive to house the offices, staff and functions of the Corporation and Alumni Affairs group for the University on the campus of the University, to be constructed by the Corporation with funds generated by the Corporation through donations in accordance with the Ground Lease and the Plans and Specifications.

"Facilities Lease" means that certain Agreement to Lease entered into by and between the Board, as Lessor, and the Corporation, as Lessee, whereby the Facilities and the Land are leased by the Corporation from the Board, on behalf of the University, after substantial completion of the Facilities and the purchase of the Facilities by the Board from the Corporation pursuant to the Purchase Agreement.

"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 and Buildings Lease Agreement by and between the Board, as lessor, and the Corporation, as lessee.

"Land" means the real property and the existing structures thereon 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.

"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.

"Purchase Agreement" means that agreement between the Corporation and Board by which the Facilities will be purchased by the Board and sold by the Corporation upon substantial completion of the Facilities and the execution of the Facilities Lease.

"Rent" means the annual rent paid by the Corporation as set forth in Section 3.01 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.

"University" means the University of Louisiana Monroe, Monroe, Ouachita Parish, Louisiana.

"University Representative" means the President of the University or his or her designee, of whom the Corporation has been notified in writing.

ARTICLE
III 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, Purchase Agreement and all other documents contemplated by and ancillary to this Ground Lease, Purchase Agreement and the Facilities Lease.

ARTICLE IV
USE OF LAND

Section 4.01. Purpose of Lease. The Corporation enters into this Ground Lease for the purpose of leasing the Land from the Board, demolishing 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 University. During the term of this Ground Lease the Corporation shall own and lease the Facilities (except for the Land 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 University 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 the University.

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 V
CONSTRUCTION, RENOVATION,
IMPROVEMENT AND EQUIPPING OF THE
FACILITIES

Section 5.01. The Corporation’s Obligations. The Corporation will develop, design, renovate, construct, and equip the Facilities on the Land at its own cost and expense. During the term of this Ground Lease, the Facilities being constructed shall be owned by the Corporation. The Corporation shall sell the Facilities to the Board upon substantial completion thereof in accordance with the Purchase Agreement and simultaneously therewith lease the Facilities and Land from the Board pursuant to the Facilities Lease. The Board shall not have any financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Corporation’s activities and as specifically set forth herein.

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

(B) Subject to the provisions of this Section 5.01, the Plans and Specifications and all decisions regarding design and construction matters shall be made by the Corporation in consultation with the Architect and the Contractor and with approval of the Advisory Committee. The Corporation shall select all design and construction professionals and contractors (the “Design/Build Team”) (all of whom shall comply with licensing requirements of Louisiana law) in accordance with the RFP. All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSI A 117.1 1986 edition, and NFPA 101 Life Safety Code, the 2009 International Building Code, the 2009 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 2009 International Building Code, the 2009 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 5.01(E) 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, the Architect, and the Contractor 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 (the "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 the Contractor 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 VI
ENCUMBRANCES

Section 6.01. Mortgage of Leasehold or the Facilities. Except as set forth in the Facilities Lease, 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.

ARTICLE VII
MAINTENANCE

Section 7.01. Maintenance. The Board, on behalf of the University, 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 VIII
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.

Section 8.03. Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 18.04 of this Ground Lease shall state that any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board’s property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

ARTICLE IX
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 X
INDEMNIFICATION

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

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

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

ARTICLE XI
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 failures.

(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 XII

TITLE TO THE FACILITIES

Section 12.01. Title to Facilities. Title to the newly acquired and constructed Facilities as they are constructed shall be vested in the Corporation during the Term of this Ground Lease. The Board's right to obtain title to the Facilities unencumbered by the leasehold interest of the Corporation granted hereunder, shall be as set forth in the Purchase Agreement, the Facilities Lease and in this Ground Lease, respectively. The Facilities and all furniture, fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Corporation until the termination of this Ground Lease.

Section 12.02. The Board's Option to Purchase the Facilities. Upon the Expiration Date of the Term or earlier termination hereof, the Board will purchase the Facilities and the Corporation will sell the Facilities under the terms and conditions of the Purchase Agreement.

Section 12.03. Termination of Ground Lease. Upon the termination of this Ground Lease and the Corporation for any reason fails to comply with its obligations under the Purchase Agreement or Facilities Lease, all right and interest of the Corporation in and to this Ground Lease, and the Facilities shall be transferred to the Board, and the Corporation hereby agrees to execute any documents necessary to effectuate such transfer, or the Board may require the demolition of the Facilities at its sole cost and expense.
ARTICLE XIII
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 be 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 XIV
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; provided, however that if the Facilities Lease terminates, the Corporation shall have the right to sublease the Facilities in accordance with the provisions of the Facilities Lease.
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 XV
COMPLIANCE CERTIFICATE

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

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

ARTICLE XVI
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 XVII
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 XVIII
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: Vice President for Business and Finance
with copies to: University of Louisiana Monroe
Library 6th Floor, Suite 623 700 University Avenue
Monroe, Louisiana 71209-2000
Attention: Vice President for Business Affairs

If to the Corporation: University of Louisiana at Monroe Foundation
700 University Avenue
Monroe, Louisiana 71209
ATTN: Susan Chappell, Executive Director

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 18.04. Memorandum of Lease. Neither the Board nor the Corporation shall file this Ground Lease for record in Ouachita Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof, the Board and the Corporation agree to execute in recordable form a memorandum of this Ground Lease in the form of Exhibit C attached hereto. Such memorandum shall be filed for record in Ouachita Parish, Louisiana.

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 Ouachita 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 whatsoever 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 Monroe, Parish of Ouachita, 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 and subject to receipt of any other written consents to the extent required by Article VIII of the Agreement. No such amendment to this Ground Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations as contemplated by RFP.

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 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.

Section 18.18 No Merger. There shall be no merger of the leasehold estate created by this Ground Lease with the fee simple estate of the Board in the Property nor shall there be any merger of the leasehold estate created by this Ground Lease or the fee simple estate of the Board in the Property with the leasehold estate created by the Facilities Lease because one party or such party's transferee may acquire or shall hold directly or indirectly (a) fee simple interest in or to the Property (b) any interest in the leasehold estate created by or granted by this Ground Lease and/or (c) the leasehold estate created by the Facilities Lease, and no such merger shall occur unless all entities having (i) any fee simple interest in or to the Property, (ii) any interest in the leasehold estate created or granted by this Ground Lease and (iii) any interest in the leasehold estate created by the Facilities Lease, shall join in a written instrument effecting such merger and shall duly record same in the land records of the jurisdiction in which the Property is located.
IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors of the Louisiana System on the 20th day of April, 2017.

WITNESSES:  

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By: ___________________________
   Nick J. Bruno, President University of Louisiana Monroe Board Representative

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of University of Louisiana at Monroe Foundation, on the 20th day of April, 2017.

WITNESSES:  

UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION

By: ___________________________
   Susan Hoffmann, President
STATE OF LOUISIANA
PARISH OF UACHITA

BE IT KNOWN, that on this 20th day of April, 2017, before me, the undersigned authority, duly commissioned, qualified and sworn with in and for the State and Parish aforesaid, personally came and appeared:

NICK J. BRUNO

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:

________________________________________
Nick J. Bruno, President
University of Louisiana Monroe
Authorized Representative

________________________________________

NOTARY PUBLIC
Printed Name: ___________________________
Notary Identification Number: _________
Lifetime Commission
STATE OF LOUISIANA
PARISH OF OUACHITA

BE IT KNOWN, that on this 20th day of April, 2017, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

SUSAN CHAPPELL

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 uncursigned competent witnesses, that she is the Executive Director of the University of Louisiana at Monroe Foundation (the "Corporation"), and that the aforesaid instrument was signed by her, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

WITNESSES:

__________________________________________
SUSAN CHAPPELL, Executive Director

__________________________________________
NOTARY PUBLIC
Printed Name: ____________________________
Notary Identification Number: _____________
Lifetime Commission
EXHIBIT A
PROPERTY DESCRIPTION

2.019 Acres Tract
Section 40, T18N, R4E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 16S062.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Lot 1, Square 2, of Edgewater Gardens Subdivision, as per plat filed in Plat Book 4, Page 9 of the records of Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 3/4" iron pipe at the northeast corner of Lot 1, Square 2 of Edgewater Gardens Subdivision, as per plat filed in Plat Book 4, Page 9 of the records of Ouachita Parish, Louisiana, and the POINT OF BEGINNING; proceed South 27°46'00" West along the east line of said Lot 1, a distance of 406.00 feet to found 5/8" rebar on the high bank of Bayou Desiard; thence proceed North 64°55'39" West along the high bank of Bayou Desiard, a distance of 170.19 feet to the east right-of-way line of Warhawk Way, as per the State of Louisiana Department of Transportation & Development Office of Highways Construction Plans for State Project Number 712-05-28 & 712-05-10; thence proceed North 62°14'00" West along the east right-of-way line of Warhawk Way, a distance of 35.00 feet to a set 5/8" rebar; thence proceed North 27°46'00" East along the east right-of-way line of Warhawk Way, a distance of 44.00 feet to a set 5/8" rebar; thence proceed North 01°12'06" East along the east right-of-way line of Warhawk Way, a distance of 55.90 feet to a set 5/8" rebar; thence proceed North 27°46'00" East along the east right-of-way line of Warhawk Way, a distance of 207.45 feet to a set 5/8" rebar on the north line of said Lot 1 and the south right-of-way line of Bon Aire Drive (60' R.O.W.); thence proceed in a northeasterly direction along the north line of said Lot 1, the south right-of-way line of Bon Aire Drive and a non-tangent curve to the right, an arc distance of 208.44 feet (Radius=170.00 feet, Chord= North 82°38'30" East – 195.62 feet) to a set chiseled "X"; thence proceed South 62°14'00" East along the north line of said Lot 1 and the south right-of-way line of Bon Aire Drive, a distance of 70.00 feet to the POINT OF BEGINNING, containing 2.019 acres, more or less, within the traverse, together with all land lying between the traverse and the mean low water level of Bayou Desiard, and being subject to all easements, servitudes, and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggin, II, Professional Land Surveyor, dated November 23, 2016.
EXHIBIT B

PERMITTED ENCUMBRANCES

None.
EXHIBIT C
MEMORANDUM OF GROUND LEASE

STATE OF LOUISIANA
PARISH OF OUACHITA

KNOW ALL MEN BY THESE PRESENTS:

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is entered into by and between the Board of Supervisors for the University of Louisiana System ("Lessor") and University of Louisiana at Monroe Foundation ("Lessee").

RECITALS

A. Lessor and Lessee have entered into a Ground and Buildings Lease Agreement dated as of April 20, 2017 and executed April 20, 2017 (the "Lease"), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly described on Exhibit A attached hereto and incorporated herein (the "Land") and the facilities which are and will be located on the Land as more particularly described in the Lease.

B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties’ rights under the Lease.

LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the Lease:

1. The term of the Lease commenced on April 20, 2017 and shall continue until midnight on December 31, 2018 or the date on which the Facilities constructed on the Land are completed and purchased by Lessor and a new Facilities lease are entered into between the Lessor and Lessee, whichever occurs first (the "Expiration Date").

2. Any third party entering into a contract with the Lessee for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Lessor nor the Lessor’s property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Lessee.

3. Additional information concerning the provisions of the Lease can be obtained from the Parties at the following addresses:

Lessor: Board of Supervisors for the University of Louisiana System 1201 North Third Street,
Suite 7-300  
Baton Rouge, Louisiana 70802  
ATTN: Vice President for Business and Finance

Lessee: University of Louisiana at Monroe  
Foundation  
700 University Avenue  
Monroe, Louisiana 71209  
ATTN: Susan Chappell, Executive Director

This Memorandum is executed for the purpose of recordation in the public records of Ouachita Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit, or modify the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

THUS DONE AND PASSED on the 20th day of April, 2017, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Nick J. Bruno, President of the University of Louisiana Monroe and Board Representative, and me, Notary.

WITNESSES:  

UNIVERSITY OF LOUISIANA  
MONROE FACILITIES, INC.

__________________________________________

By: ________________________________

Nick J. Bruno, President  
University of Louisiana Monroe  
and Board Representative

__________________________________________

Printed Name: ________________________________

Notary Identification Number: ____  
Lifetime Commission
THUS DONE AND PASSED on the 20th day of April, 2017, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Susan Chappell, Executive Director of University of Louisiana at Monroe Foundation, and me, Notary.

WITNESSES: ____________________________________________

________________________________________

UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION

By: ________________________________

Susan Chappell, Executive Director

_______________________________

NOTARY PUBLIC

Printed Name: _____________________________

Notary Identification Number: ____________

Lifetime Commission