

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.1. McNeese State University's request for approval to demolish the Observatory Building at the Burton Coliseum.**

**EXECUTIVE SUMMARY**

The University seeks approval to demolish the Observatory Building located at the Burton Coliseum. This small wood frame building of 255 square feet was constructed in the early 1980s and originally served to house a telescope previously used by the Physics Department. The structure was moved from the main campus to the University Farm and then to the Burton Coliseum property, where it now stands. After 40+ years, the Observatory Building is at the end of its life cycle and is no longer of use to the program.

Please refer to the attached site location map and photos of the structure.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to demolish the Observatory Building at the Burton Coliseum.

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



G 1

October 3, 2019

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 copies of McNeese State University's request for approval to demolish the Observatory Building at the Burton Coliseum.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 24, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

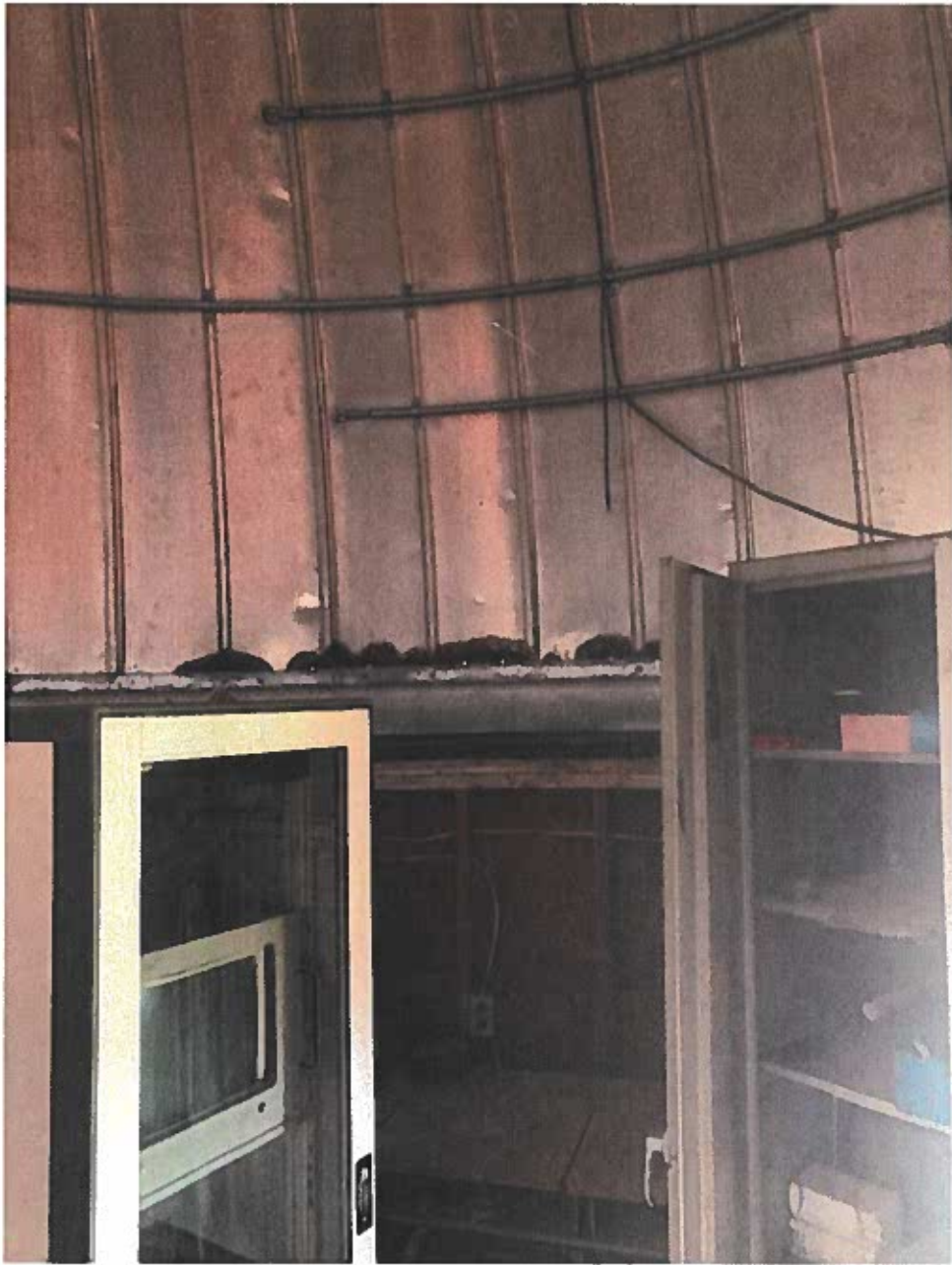
Dr. Daryl V. Burckel  
President

Enclosures









**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.2.**    **McNeese State University's** request for approval to enter into a Lease/Cooperative Endeavor Agreement with the McNeese State University Foundation involving the lease of the Fuller Farm Property.

**EXECUTIVE SUMMARY**

Mr. William P. Fuller has donated approximately 97 acres of land and facilities to the McNeese State University Foundation to allow the Foundation to provide land and facilities to the McNeese State University to allow for agriculture students to have hands-on experience in farming operations, particularly cattle feed lot operations.

To carry out the wishes of Mr. William P. Fuller, the McNeese State University Foundation agrees to lease the land and facilities to the University at no financial cost so that McNeese may provide land and facilities to the Harold and Pearl Dripps Department of Agricultural Sciences.

The University would lease the land and facilities from the Foundation, and the University would manage, operate, and use the property to conduct cattle feed lot operations for teaching its students and for research activities.

The primary term of this cooperative agreement is from the date of signature of this agreement until November 30, 2024. This agreement can be renewed for one additional five-year term from December 1, 2024, to November 30, 2029, with mutual consent of both parties.

**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 to enter into a Lease/Cooperative Endeavor Agreement with the McNeese State University Foundation to lease the Fuller Farm Property.*

***BE IT FURTHER RESOLVED***, that McNeese State University shall obtain final review from University of Louisiana 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 McNeese State University, and his or her designee, are hereby designated and authorized to execute any and all documents necessary to execute said lease/cooperative endeavor agreement.

***AND FURTHER***, that McNeese State University will provide the System office with copies of all final executed documents for the Board's files.



G2

October 3, 2019

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 copies of McNeese State University's request to enter into a Lease/Cooperative Endeavor Agreement with the McNeese State University Foundation involving the lease of the Fuller Farm Property.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 24, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



**STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement is entered into by and between the McNeese State University Foundation, a 501 C 3 Corporation, represented herein by its duly authorized President, Dr. Eric Sanders, hereinafter referred to as "FOUNDATION," and McNeese State University, herein represented by Dr. Daryl V. Burckel, President, hereinafter referred to as "McNEESE."

**WHEREAS**, McNeese State University provides educational opportunities to students who wish to study agriculture;

**WHEREAS**, McNeese State University Agriculture Department is in need of land and facilities for its students to apply what they have learned in the classroom;

**WHEREAS**, Mr. William P. Fuller has donated land to the McNeese State University Foundation to allow the Foundation to provide land and facilities to the McNeese State University Agriculture Department so that its students can receive hands-on experience in farming operations, including particularly cattle operations to its students.

**WHEREAS**, the McNeese State University Foundation, in furtherance of the wishes of Mr. William P. Fuller, agrees to lease the land and facilities to McNeese State University at no cost to the University so that McNEESE may provide land and facilities to the Harold and Pearl Dripps Department of Agricultural Sciences.

**NOW, THEREFORE**, in consideration of the covenants hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

The FOUNDATION will provide land and all facilities of the "Bill Fuller Farm," for the use of McNEESE, including a covered working facility, office building, repair shop, hard surface feedlot, storage bins, and covered storage for equipment, all of which are located on land, which is described as follows:

That certain tract or parcel of land lying in the Southeast Quarter (SE/4) of Section 24, Township 6 South, Range 5 West, Allen Parish, Louisiana being more particularly described as follows, to-wit: Commencing at the Southeast corner of the Southeast Quarter (SE/4) of Section 24, Township 6 South, Range 5 West, Allen Parish, Louisiana; Thence North 00° 57' 14" East, along the East line of said Southeast Quarter (SE/4), for a distance of 658.93 feet to the point of beginning and Southeast corner of herein described tract; Thence North 00° 57' 14" East, along said East line, for a distance of 2011.03 feet to the Northeast corner of the Southeast Quarter (SE/4) of the aforesaid Section 24, the Northeast corner of herein described tract; Thence North 87° 35' 07" West, along the North line of

**STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT**

said Southeast Quarter (SE/4), for a distance of 1528.12 feet to the Northwest corner of a 10-acre, more or less, tract formerly owned by Continental Can Company, Inc. by deed of exchange from Powell Lumber Company to Continental Can Company, Inc. dated December 31, 1970 bearing file number 212684 and thereafter conveyed to William Porter Fuller by act of conveyance file number 272450 all recorded in the records of Allen Parish, Louisiana, the Northwest corner of herein described tract; Thence South 29° 53' 01" West, along the easterly right-of-way line of the Missouri Pacific Railroad, for a distance of 2304.34 feet, the Southwest corner of herein described tract; Thence South 88° 19' 34" East for a distance of 2642.53 feet to the point of beginning. Herein described tract containing 96.86 acres, more or less, being described more particularly on that plat of survey prepared by J. David Morrison, registered land surveyor, dated March 1, 2007, and revised April 3, 2008, attached.

McNEESE will operate and manage the Bill Fuller Farm, and will conduct agricultural educational activities, thus providing agricultural education benefits to the southwest Louisiana community and the students of McNEESE. Agricultural educational activities include, but are not limited to, the growing crops for the purpose of providing silage for a cattle feed lot and operating a cattle feedlot.

2.

The primary term of this cooperative agreement is from the date of signature of this agreement until November 30, 2024. This agreement can be renewed for one (1) additional five (5) year term from December 1, 2024, to November 30, 2029, with mutual consent of both parties.

3.

McNEESE agrees to return the premises to the FOUNDATION upon termination of this agreement in substantially the same condition, except for ordinary wear and tear, as when the Bill Fuller Farm was initially leased to McNEESE.

4.

The FOUNDATION agrees to carry Fire and Extended Coverage Insurance on the building structures equal to 100% of their value.

McNEESE agrees to carry commercial general liability insurance of \$5,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of McNEESE, its agents, employees and invitees. For the interest of McNEESE and its employees, the FOUNDATION shall be named as an additional insured.

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT

5.

McNEESE and the FOUNDATION shall defend, indemnify, and hold each other harmless from and against all suits, actions, claims, judgments, damages, costs, expenses, losses or other liabilities arising out of or relating to this agreement, including without limitation reasonable attorney and other professionals fees and costs.

6.

The FOUNDATION herewith grants McNEESE the right to make capital improvements to the facilities, and further, to add to or to install in the premises any fixtures, appurtenances, appliances, coverings or other such objects, as McNEESE may desire, provided that the installations and alterations made by McNEESE do not diminish the value of the premises. Upon termination of this agreement, McNEESE may remove at its expense any improvements which McNEESE paid for out of University funds, provided that McNEESE restores the premises to substantially the same condition as existed at the time of occupancy by McNEESE.

7.

McNEESE shall have sole authority to make decisions concerning the day-to-day management, maintenance, and operation of the Bill Fuller Farm during the term of this agreement.

8.

This Cooperative Endeavor Agreement may be amended, in writing, by mutual consent of the parties or may be terminated by either party by giving sixty (60) days written notice to the other party of its intent to terminate this Agreement.

9.

Neither the FOUNDATION nor McNEESE shall assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the other party.

**STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT**

10.

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

11.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts that which relate to this agreement.

12.

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

13.

McNEESE and the FOUNDATION agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and McNEESE and the FOUNDATION agree to abide by the requirements of the Americans with Disabilities Act of 1990. McNEESE and the FOUNDATION agree not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities. Any act of discrimination

**STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT**

committed, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_, 2019, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: MCNEESE STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_  
DR. ERIC SANDERS, President

\_\_\_\_\_  
NOTARY PUBLIC

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_, 2019, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: McNEESE STATE UNIVERSITY

\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_  
DR. DARYL V. BURCKEL, President

\_\_\_\_\_  
NOTARY PUBLIC

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

- Item G.3.**     **McNeese State University's** request for approval to name the football equipment room located in the Jack V. Doland Field House the "Fred Thomas Equipment Room."

**EXECUTIVE SUMMARY**

McNeese seeks approval to name the football equipment room located in the Jack V. Doland Field House the "*Fred Thomas Equipment Room.*" Mr. Fred Thomas served the McNeese football team as an equipment manager in a volunteer role from 1990-2019. His time with the Cowboys began in 1990 when Bobby Keasler took over as head coach. For 30 years, he assisted seven different equipment managers.

"Mr. Fred," as all the coaches and players called him, was involved with McNeese Athletics since the 1970s. As a local businessman, he became a booster when Jack Doland arrived on campus. He served as president of the Cowboy Club in 1978 and 1979 and was inducted into the McNeese Hall of Honor in 1991.

**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 football equipment room located in the Jack V. Doland Field House the "*Fred Thomas Equipment Room.*"





G3

October 3, 2019

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 copies of McNeese State University's request to name the football equipment room in the Jack V. Doland Field House the "Fred Thomas Equipment Room."

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 24, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



October 3, 2019

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 football equipment room the "Fred Thomas Equipment Room."

Fred Thomas served the McNeese football team as an equipment manager in a volunteer role from 1990-2019. His time with the Cowboys began in 1990 when Bobby Keasler took over as head coach. For 30 years, he assisted seven different equipment managers.

Mr. Fred, as all the coaches and players called him, was involved with McNeese Athletics since the 1970s. As a local businessman, he became a booster when Jack Doland arrived on campus. He served as president of the Cowboy Club in 1978 and 1979 and was inducted into the McNeese Hall of Honor in 1991.

Thank you for your approval of this request to honor Mr. Thomas.

Sincerely,

Dr. Daryl V. Burckel  
President



September 13, 2019

Dr. Burckel,

McNeese Athletics would like to honor and recognize a popular McNeese individual who has been instrumental in our success. We would like to name the football equipment room the "Fred Thomas Equipment Room" after the long-time volunteer equipment manager who passed away on August 26, 2019.

- **Fred Thomas Equipment Room**
  - This area houses all football uniforms, equipment, and laundry area.

Fred Thomas served the McNeese football team as an equipment manager since 1990, all in a volunteer role. He assisted seven different equipment managers during his time, beginning in 1990.

Mr. Fred, as all the players and coaches referred to him, had been involved with McNeese Athletics since the 1970s. His name was synonymous with McNeese Football for nearly 30 years. As a local businessman, he became a booster when Jack Doland arrived on campus. He served two years as president of the Cowboy Club (1978 and 1979), and in 1991, was inducted into the McNeese Hall of Honor.

We are asking for your approval so that this possibility may be presented to the ULS Board of Supervisors.

Sincerely,

F. Bruce Hemphill  
Director of Athletics

**APPROVED**  
  
Dr. Daryl V. Burckel, President  
McNeese State University  
Date: 9-13-19

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.4.**     **McNeese State University's** request for approval to rename the End Zone Room located in the Jack V. Doland Field House the "Buttross-Doyle End Zone Room."

**EXECUTIVE SUMMARY**

McNeese seeks approval to rename the End Zone Room located in the Jack V. Doland Field House the "*Buttross-Doyle End Zone Room.*" Dr. David Buttross, III and Mr. Scott Doyle led the planning and fundraising campaign to renovate and expand the athletic field house that began in 2003 and ended with a grand opening celebration on September 9, 2011.

The \$8.25 million project added over 30,000 square feet, including a second floor, to the original facility built in 1965. The key features of the expansion included a modern and expanded weight room, team meeting rooms, enlarged football dressing room, ticket office, offices for coaches and administrative staff, an academic resource center for all student-athletes and a club room with outdoor seating known as the End Zone Room. The End Zone Room provides a revenue generating addition to the football stadium complex.

Dr. Buttross is founder and Chief Executive Officer of Lake Area Psychiatry and Neurology. He graduated from the LSU School of Medicine at Shreveport and the University of Texas Health Science Center in Houston, Texas. He has been in private practice in Lake Charles since 1996. Mr. Doyle is the Executive Vice President for Wealth Group Design in Houston, Texas that represents over 2,000 medical doctors and 200 professional athletes.

Dr. Buttross and Mr. Doyle are both McNeese graduates and members of numerous McNeese clubs and organizations. They have both served as President of the McNeese Quarterback Club.

**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 End Zone Room located in the Jack V. Doland Field House the "*Buttross-Doyle End Zone Room.*"



G 4

October 3, 2019

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 copies of McNeese State University's request to rename the End Zone Room in the Jack V. Doland Field House the "Buttross-Doyle End Zone Room."

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 24, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



October 3, 2019

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 rename the End Zone Room the "Buttross-Doyle End Zone Room."

Dr. David Buttross, III and Mr. Scott Doyle led the planning and fundraising campaign to renovate and expand the athletic field house that began in 2003 and ended with a grand opening celebration on September 9, 2011.

The \$8.25 million project added over 30,000 square feet, including a second floor, to the original facility built in 1965. The key features of the expansion included a modern and expanded weight room, team meeting rooms, enlarged football dressing room, ticket office, offices for coaches and administrative staff, an academic resource center for all student-athletes and a club room with outdoor seating known as the End Zone Room. The End Zone Room provides a revenue generating addition to the football stadium complex.

Dr. Buttross is found and Chief Executive Officer of Lake Area Psychiatry and Neurology. He graduated from the LSU School of Medicine at Shreveport and the University of Texas Health Science Center in Houston, TX. He has been in private practice in Lake Charles since 1996.

Mr. Doyle is the Executive Vice President for Wealth Group Design in Houston, TX that represents over 2,000 medical doctors and 200 professional athletes.

Dr. Buttross and Mr. Doyle are both McNeese graduates and members of numerous McNeese clubs and organizations. They have both served as President of the McNeese Quarterback Club.



Because of the vision, dedication, perseverance and personal donations of Dr. Buttross and Mr. Doyle, the Doland Field House Project became a reality. These two gentlemen exemplify our University mission to "Change Lives Through Excellence With a Personal Touch" and our vision of being "First Choice" for student-athletes seeking an outstanding education.

Sincerely,



Dr. Daryl V. Burckel  
President



September 30, 2019

Dr. Burckel,

McNeese State University seeks approval to rename the End Zone Room in the Jack V. Doland Field House the Buttross-Doyle End Zone Room.

- **Buttross-Doyle End Zone Room**
  - Luncheons, external meetings, team meals, recruiting functions, and staff meetings along with outdoor balcony seating and indoor dining during home football games.

Dr. David Buttross, III, and Mr. Scott Doyle led the planning and fundraising campaign to renovate and expand the athletic field house that began in 2003 and ended with a grand opening celebration on September 9, 2011.

The \$8.25 million project added an additional 30,141 square feet, including a second floor, to the original facility that was built in 1965. The key features of the expansion included a modern and expanded weight room, team meeting rooms, enlarged football dressing room, ticket office, offices for coaches and administrative staff, academic resource center for all student athletes, and a clubroom with outdoor seating that is known as the End Zone Room. The End Zone Room provides a revenue generating addition to the football stadium complex.

Dr. Buttross is founder and Chief Executive Officer of Lake Area Psychiatry and Neurology. He graduated from the LSU School of Medicine at Shreveport and the University of Texas Health Science Center in Houston, Texas, for psychiatric training. He has been in private practice in Lake Charles since 1996.

Mr. Doyle is the Executive Vice President for Wealth Group Design in Houston, Texas, a firm that represents over 2,000 medical doctors and 200 professional athletes.

Dr. Buttross and Mr. Doyle are both McNeese graduates and members of numerous McNeese clubs and organizations. They have both served as President of the McNeese Quarterback Club. It is solely because of the vision, dedication, perseverance and personal donations of Dr. Buttross and Mr. Doyle that the Doland Field House Project became a reality. These two gentlemen exemplify our University mission to "Change Lives Through Excellence With a Personal Touch" and our vision of being "First Choice" for student-athletes seeking an outstanding education.

We are asking for your approval so that this possibility may be presented to the ULS Board of Supervisors.

Sincerely,

F. Bruce Hemphill  
Director of Athletics

**APPROVED**

**Dr. Daryl V. Burckel, President  
McNeese State University**

Date: 10-2-19

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

**FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.5.** Nicholls State University's request for approval to demolish the Soccer Field Press Box Building.

**EXECUTIVE SUMMARY**

The University is requesting approval to demolish the Soccer Field Press Box Building on the campus of Nicholls State University Soccer Complex Facility. This building is in disrepair and is no longer needed by the Athletic Department. It is infested with termites, has no electrical power, and is no longer utilized. The existing slab will remain and will be used for a new viewing tower. University staff will use University equipment to dismantle and discard the small building.

Please refer to the attached site location map and photos of the structures.

**RECOMMENDATION**

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to demolish the Soccer Field Press Box Building.*

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



**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

G 5

September 30, 2019

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 24, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

*Demolish the Soccer Field Press Box Building*

Thank you for your assistance in this matter.

Sincerely,

John Clune  
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic and Student Affairs  
Dr. Todd Keller, Vice Provost  
Dr. Michele Caruso, Associate Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mrs. Paulette Mayon, Internal Auditor  
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness

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

**FACILITIES PLANNING COMMITTEE**

**Executive Summary Attachment 1 of 2**

**Site Map Indicating Site of Soccer Field Press Box**



- |                            |                                  |                                       |  |  |
|----------------------------|----------------------------------|---------------------------------------|--|--|
| 1. Ayo Hall                | 13. Didier Field (Baseball)      | 25. Historical Research Center O.H.T. | 37. Powell Hall                        | 49. Tennis Courts                          |
| 2. Ayo Swimming Pool       | 14. Elkins Hall                  | 26. James Alumni House                | 38. President's Residence              | 50. University Police (Information Center) |
| 3. Babington Hall          | 15. Ellender Hall                | 27. La Maison du Bayou                | 39. Pupil Appraisal Center L.P.S.B.    | 51. White Hall                             |
| 4. Band Practice Field     | 16. Ellender Memorial Library    | 28. Lindsley Hall (Music Annex)       | 40. Safety and Environmental Building  | 52. Chabert Hall                           |
| 5. Baptist Student Center  | 17. Family and Consumer Sciences | 29. Scholars Hall                     | 41. St. Thomas Aquinas Center (Chapel) | 53. Continuing Education Building          |
| 6. Barker Hall and Annex   | 18. Family Housing               | 30. Maintenance Buildings             | 42. Shaver Gymnasium                   |  |
| 7. Beauregard Hall         | 19. Family Service Center        | 31. Zeringue Hall                     | 43. SLEC / Region III Service Center   |  |
| 8. Bollinger Student Union | 20. Football Practice Field      | 32. Millet Hall                       | 44. Soccer Field                       |  |
| 9. Bookstore               | 21. Caliano Hall (Cafeteria)     | 33. Pelletier Hall                    | 45. Softball Field                     |  |
| 10. Calcasieu Hall         | 22. Gossoux Hall                 | 34. Piccola Hall                      | 46. Stophar Gymnasium                  |  |
| 11. Candies Hall           | 23. Greenhouse                   | 35. Polk Hall                         | 47. Student Publications & Printing    |  |
| 12. Coalition Ballroom     | 24. Guidry Stadium               | 36. Post Office                       | 48. Talbot Hall                        |  |

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

**FACILITIES PLANNING COMMITTEE**

**Executive Summary Attachment 2 of 2**

**Photo of Site and Press Box to Be Demolished**

Board Agenda Item Number: G.5.

Representative: Jerome "Dee" Richard

Building Name: Soccer Field Press Box

Construction Date: 2015

Site code: 3-29-003

Year Built/Acquired: 2015

Press Box with siding for exterior of building  
Asphalt Roof with Shingles

Square Footage: 140

Senator: Norby Chabert

State ID Number: 28902





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

**FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

- Item G.6.** Southeastern Louisiana University's request for approval to enter into a Ground Lease with the Southeastern Louisiana University Foundation to construct a Welcome Center on the campus.

**EXECUTIVE SUMMARY**

Southeastern Louisiana University is requesting permission to enter into a Ground Lease with the Southeastern Louisiana University Foundation, a non-profit organization, to construct a Welcome Center on Southeastern's campus. The new Welcome Center will be located on the site of Range Hall, and the total project cost is estimated at \$1,200,000.

All contracts, purchase orders, and in-kind donations will be handled by the Foundation. Southeastern staff will monitor all construction activities. Southeastern also requests permission to accept donations from the Foundation as outlined in the lease documents.

Upon completion of the project, the Foundation will execute a donation to the University. The lease will terminate on December 31, 2021, or at such time as donation of improvement is executed, whichever occurs first.

Please refer to the attached site location map and photos of the proposed structure.

**RECOMMENDATION**

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request to enter into a Ground Lease with the Southeastern Louisiana University Foundation to construct a Welcome Center on the campus.

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

***BE IT FURTHER RESOLVED***, that the President of Southeastern Louisiana University and his or her designee are hereby designated and authorized to execute any and all documents associated with said ground lease and donations.

***AND FURTHER***, that Southeastern Louisiana University will provide the System office with copies of all final executed documents for Board files.

October 2, 2019

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

Re: Ground Lease Agreement – Southeastern Louisiana University Foundation

Dear Dr. Henderson:

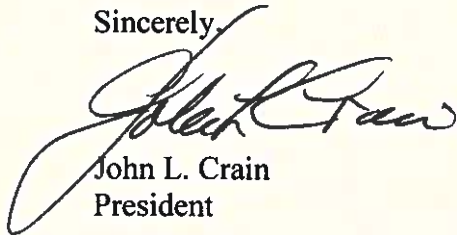
Southeastern Louisiana University is respectfully submitting the following item to be placed on the agenda for approval at the October 2019 meeting of the Board of Supervisors.

Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University is requesting permission to enter into a ground lease with the Southeastern Louisiana University Foundation, a non-profit organization, to construct a Welcome Center on Southeastern's campus. The new Welcome Center will be located on the site of Range Hall and the total project cost is estimated at \$1,200,000.

All contracts, purchase orders and in-kind donations will be handled by the Foundation. Southeastern staff will monitor all construction activities. We also request permission to accept donations from the Foundation as outlined in the lease documents.

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain  
President

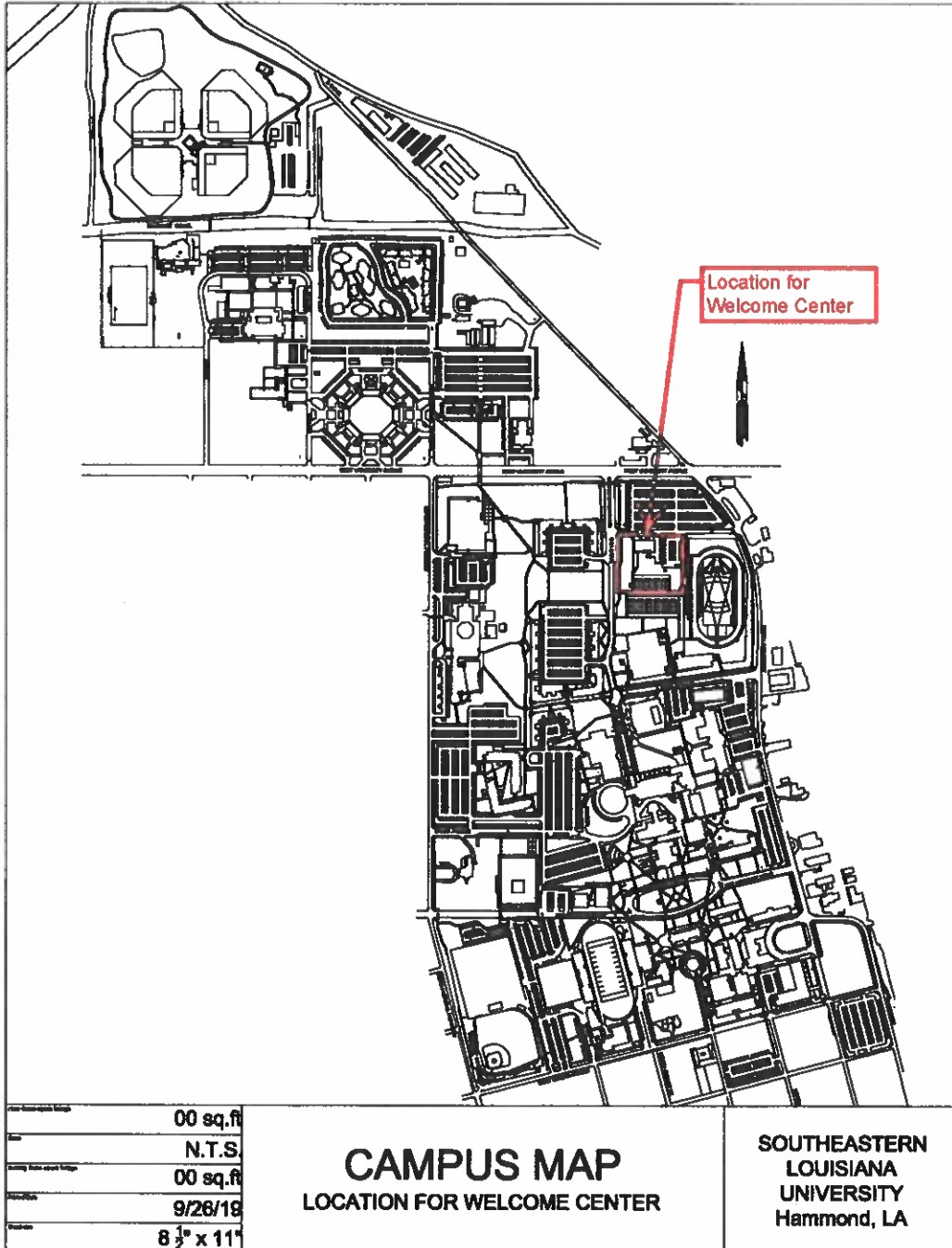
Attachments

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

**FACILITIES PLANNING COMMITTEE**

**Executive Summary Attachment 1 of 2**

**Site Map Indicating Site to be leased**



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

**FACILITIES PLANNING COMMITTEE**

**Executive Summary Attachment 2 of 2**

**Rendering of Building to be Constructed**



Perspective from SGA Drive & Roomie Road

**Southeastern Welcome Center**

Southeastern Louisiana University  
Hammond, LA H/S# 19008

July 17, 2019

**H/S**

HOLEY & SMITH ARCHITECTS

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**GROUND LEASE**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

**BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM**  
with and on behalf of Southeastern Louisiana University, represented herein by Dr. John Crain duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

**SOUTHEASTERN LOUISIANA UNIVERSITY FOUNDATION**, a non-profit corporation, domiciled in Tangipahoa Parish, Louisiana, with its address of SLU 10703 Hammond, Louisiana, 70402, represented herein by its duly authorized representative Dawn Cantrell, Chairperson of the Southeastern Louisiana University Foundation.

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

**WITNESSETH**

**ARTICLE 1  
LEASE OF PROPERTY**

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Tangipahoa 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 Leased Property, and for which Lessor is granting this Lease, is for the Tenant to construct a Welcome Center on the campus of Southeastern Louisiana University, hereinafter the "Project". (See Exhibit A) The new facility 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. Range Hall is currently located on the site in which the Welcome Center will be constructed. Southeastern Louisiana University will be responsible for the demolition of Range Hall.



**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 31<sup>st</sup> day of December 2021 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3  
RENT**

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

**ARTICLE 4  
WARRANTY**

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

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

**ARTICLE 5  
UTILITIES**

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

**ARTICLE 6  
MAINTENANCE AND REPAIRS**

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

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

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

## **ARTICLE 7 IMPROVEMENTS**

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

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

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

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

## **ARTICLE 8 INSURANCE**

8.1 Insurance by Tenant. During the term of this Lease, Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor'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 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, and the Tenant's contractors and sub-contractors 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 and Tenant's contractors and sub-contractors.

## **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, the Tenant's contractors and sub-contractors 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: Southeastern Louisiana University  
c/o Sam Domiano  
Vice President for Administration and Finance  
SLU 10709  
Hammond, LA 70402

Tenant: Southeastern Louisiana University Foundation  
Dawn Cantrell  
Chairperson  
SLU 10703  
Hammond, LA 70402

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

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

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

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

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

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

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

#### **ARTICLE 17 GENDER**

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

#### **ARTICLE 18 SEVERABILITY**

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here 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 \_\_\_\_\_, 2019.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dawn Cantrell, Chairperson

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: \_\_\_\_\_

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
John L. Crain, President

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: \_\_\_\_\_

**EXHIBIT A**  
**Pages 1-4**



Perspective from SGA Drive & Roomie Road

# Southeastern Welcome Center

Southeastern Louisiana University  
Hammond, La.

H/S# 19008

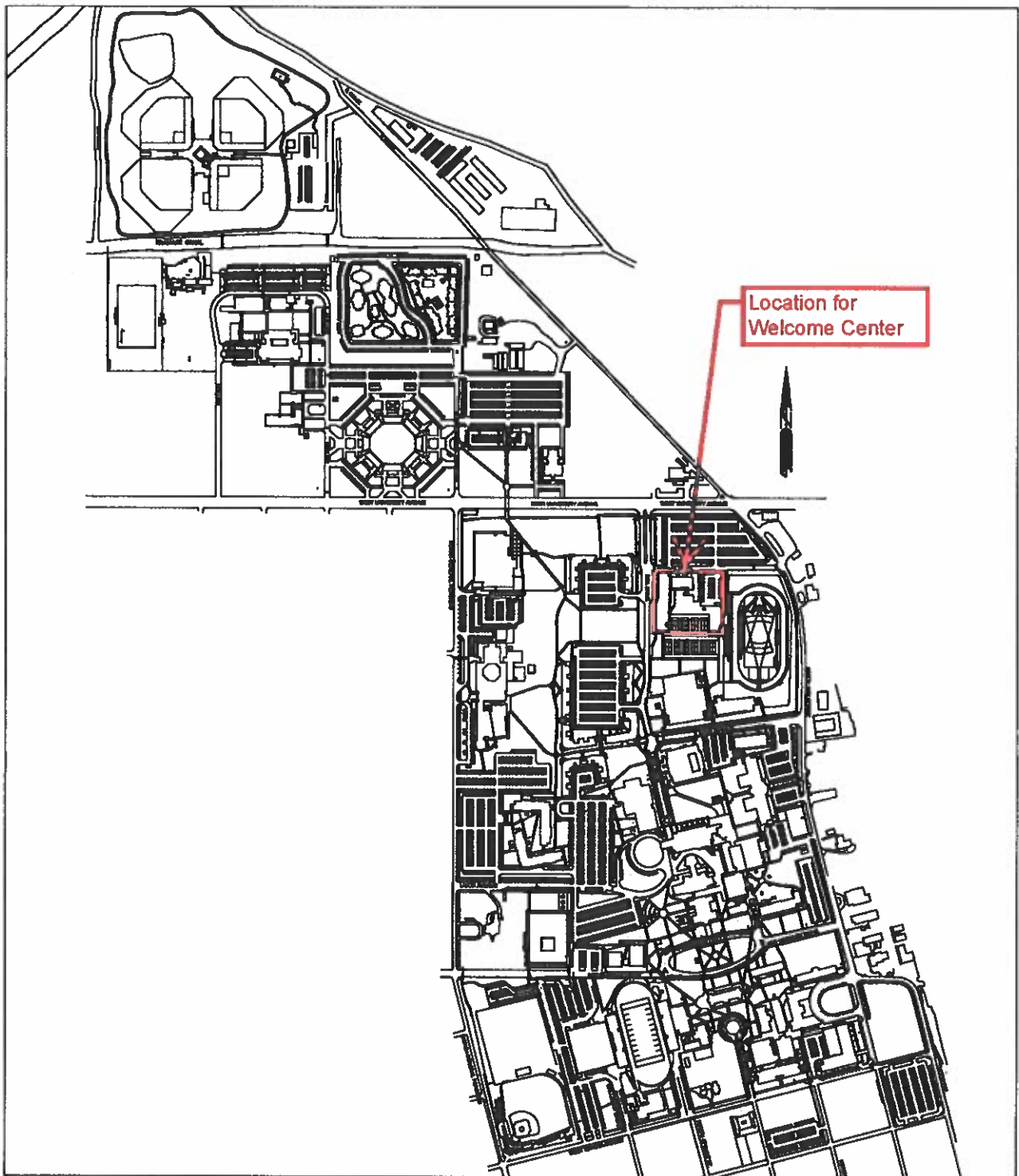
July 17, 2019

# H/S

HOLLY & SMITH ARCHITECTS

This drawing is an illustration of  
concepts. It will differ from the  
project of the building and shall not  
be considered, published or used in  
any way without the permission of the  
author. © copyright

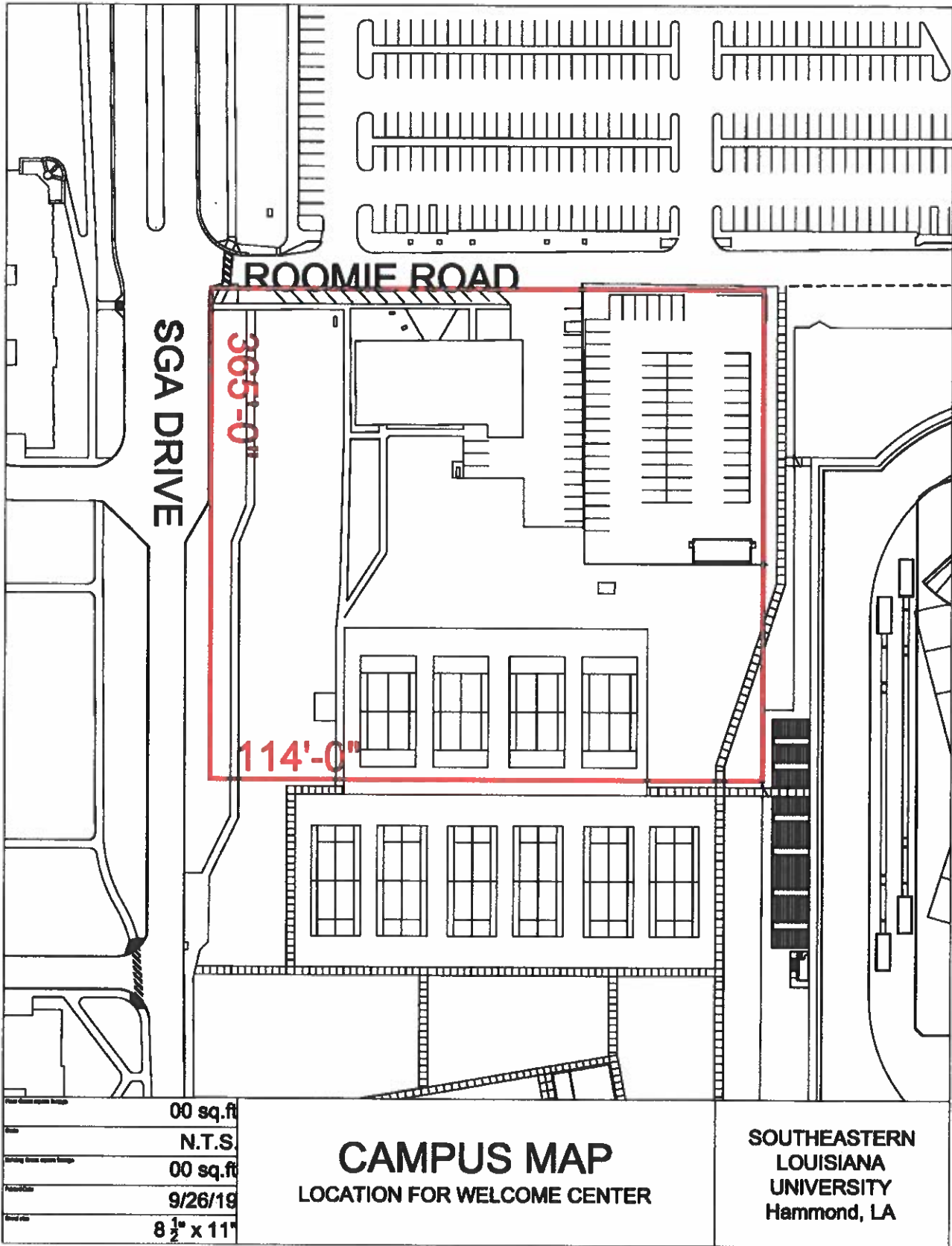


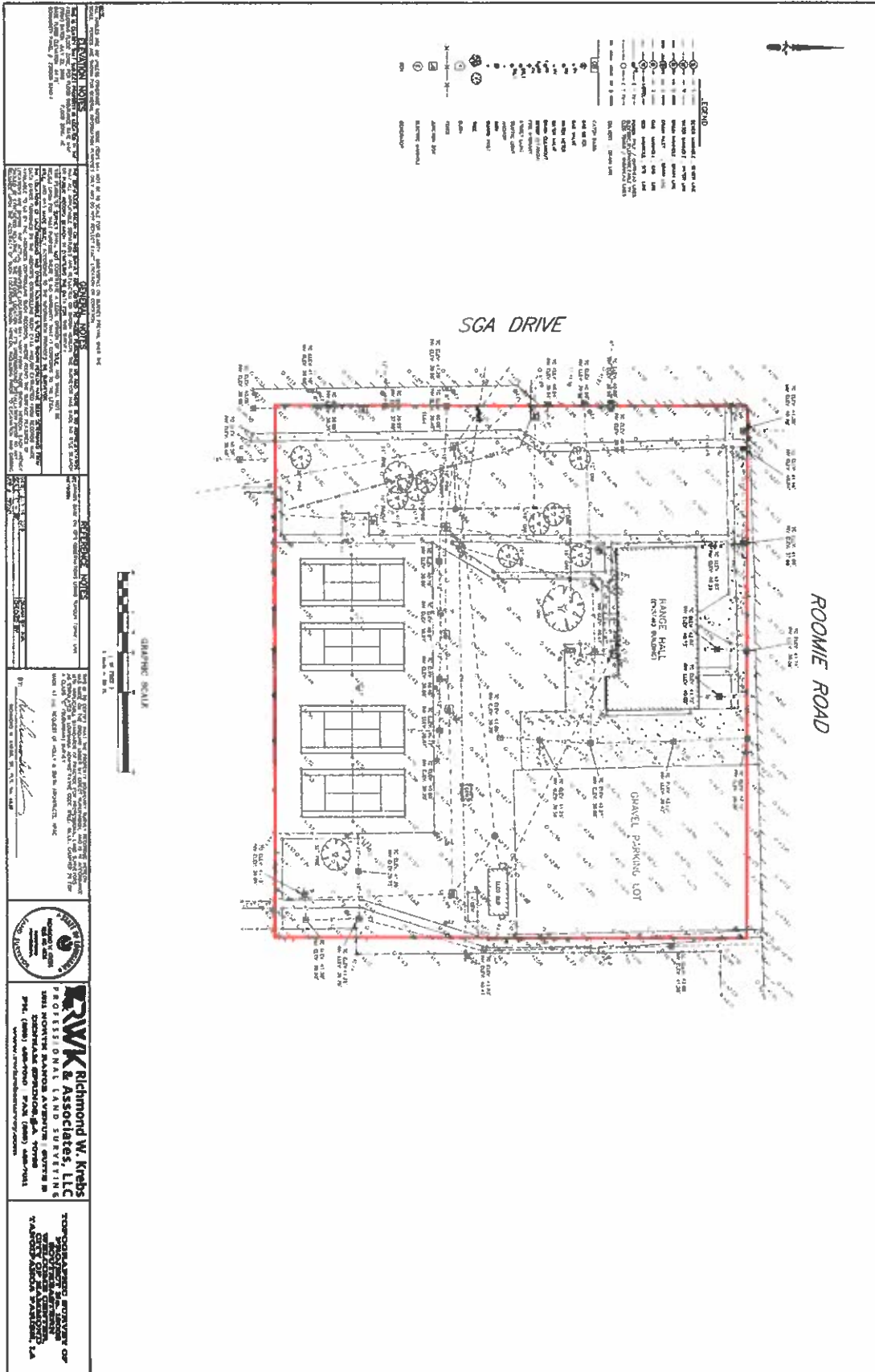


Plot Area	00 sq.ft
Scale	N.T.S.
Plot Date	9/26/19
Sheet Size	8 1/2" x 11"

**CAMPUS MAP**  
LOCATION FOR WELCOME CENTER

**SOUTHEASTERN  
LOUISIANA  
UNIVERSITY**  
Hammond, LA





## **EXHIBIT B**

**Page 1 of 3**

### **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.

**EXHIBIT B**

**Page 2 of 3**

**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.

**EXHIBIT B**

**Page 3 of 3**

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 by the agency for workers' compensation coverage only.

**F. VERIFICATION OF COVERAGE**

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

**G. SUBCONTRACTORS**

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

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

**FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.7. University of Louisiana at Monroe's request for approval to purchase property and a building from the ULM Foundation.**

**EXECUTIVE SUMMARY**

The University of Louisiana at Monroe requests approval to purchase the property located at 870 Hwy 80 East, Monroe, Louisiana 71203. Currently, the ULM Foundation owns the property. The property consists of 2.84 acres and a 10,500-square-foot building. The University has used this property for many years, through a long-term lease agreement with the ULM Foundation, as an extension center for the Visual and Performing Arts Department (VAPA). VAPA conducts welding classes and creates sculptures with plaster, woodwork, and large-scale art pieces at this location. This property is also the site of the new Doppler Radar Tower that collects data for the University's Atmospheric Science Program. The University has agreed to pay the appraised price of \$215,000. This property acquisition will be funded from self-generated funds.

The purchase is beneficial to the University as a long-term lease agreement with the ULM Foundation will no longer be necessary. With ownership of the land, the University can maintain control and access to the Doppler Radar Tower site. There will be no additional operations or maintenance costs for this facility since the University already incurs most of these expenses under the previous long-term 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 University of Louisiana at Monroe's request to negotiate and purchase the property and building from the ULM Foundation.

***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 documents.



***BE IT FURTHER RESOLVED**, that the President of University of Louisiana at Monroe, and his or her designee, are hereby designated and authorized to execute any and all documents associated with said purchase.*

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

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

October 1, 2019

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

RE: University of Louisiana at Monroe (ULM)  
Request to Purchase 870 Hwy 80 Property  
October 24, 2019 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana Monroe is requesting approval to purchase the Visual and Performing Arts (VAPA) Building located at 870 Hwy 80 East, Monroe, LA 71203. I have enclosed an executive summary providing information on this property. Please include ULM's request for approval on the October 24, 2019, Board meeting agenda.

In order to expedite the process and for further confirmation on the project, I have included the Board of Regents staff for their approval.

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](mailto:mdavis@ulm.edu). Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.  
President

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**#TAKEFLIGHT**

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.8. University of Louisiana at Monroe's request for approval to name the new atrium for the School of Construction Management the "Don Beach Atrium."**

**EXECUTIVE SUMMARY**

The University is requesting approval to name the new atrium for the School of Construction Management the "*Don Beach Atrium*." Mr. Don Beach was a long-time supporter of the Construction Management program and the majority donor for this initiative.

In June 2019, the Board of Supervisors for the University of Louisiana System considered and approved a request to construct a new atrium for the ULM School of Construction Management building. On September 5, 2019, the Ground Lease Agreement between the Board of Supervisors for the University of Louisiana System and the ULM Foundation was executed. Groundbreaking for the construction project was October 4, 2019.

Don Beach was a lifetime member of the ULM School of Construction Management Industry Advisory Council and served the organization for nearly two decades. Through the years, he provided significant guidance on curriculum issues, faculty hiring, fundraising, and facilities. He was a successful entrepreneur who developed three successful businesses that over the years employed approximately 65 ULM construction graduates. He was a mentor to hundreds of students and employees and helped many become successful construction professionals. He was a true visionary for the program. It was his idea several years ago to develop a new entryway into the School of Construction Management building that would attract students and employers to campus. He and his wife, Fran, were the first donors to step forward when the plans became a reality.

**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 name the new atrium for the ULM School of Construction Management the "Don Beach Atrium."***

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

October 1, 2019

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

Dear Dr. Henderson:

In June 2019, the Board of Supervisors of the University of Louisiana System considered and approved a request to construct a new atrium for the ULM School of Construction Management building. On September 5, 2019, the Ground Lease Agreement between the Board of Supervisors for the University of Louisiana System and the ULM Foundation was executed. Ground breaking for the construction project is scheduled for October 4, 2019.

The University of Louisiana Monroe requests approval to name the new Atrium in honor of Don Beach, a long-term supporter of the Construction Management program and the majority donor for this initiative.

Should you have any questions or need further information, please contact me at 318-342-1010 or by email at [bruno@ulm.edu](mailto:bruno@ulm.edu).

Sincerely,

Nick J. Bruno, Ph.D.  
President

---

**#TAKEFLIGHT**

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

**FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

**Item G.9. University of New Orleans'** request for approval to consent to assignment of the Ground Lease with Orleans Parish School Board to Friends of Ben Franklin and to amend the lien provision.

**EXECUTIVE SUMMARY**

As allowed by R.S. 17:3361 (2)(a), on February 10, 1987, the University leased three parcels of ground to the Orleans Parish School Board (OPSB) for the construction and operation of Benjamin Franklin High School. *US News and World Report* ranked this school number one in the state. In order to finance renovations to the existing buildings and construct a new STEM classroom, OPSB would like to assign the lease to Friends of Ben Franklin, a non-profit organization, which requires University consent. Furthermore, in order for the Friends of Ben Franklin to partially fund the construction with debt, the University must subsequently amend the lien provision in the lease with the assistance of UL System General Counsel.

**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 New Orleans' request for approval to consent to assignment of the Ground Lease with Orleans Parish School Board to Friends of Ben Franklin and to amend the lien provision.

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

***BE IT FURTHER RESOLVED***, that the President of the University of New Orleans and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Lease Amendment.

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



THE UNIVERSITY *of*  
**NEW ORLEANS**  

---

**OFFICE OF THE PRESIDENT**

September 18, 2019

Dr. James B. Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Re: Assignment of ground lease with Orleans Parish School Board

Dear Dr. Henderson,

I am requesting approval to consent to assignment of the ground lease with Orleans Parish School Board to Friends of Ben Franklin, and to amend the lien provision.

Ben Franklin High School, ranked #1 in the state by US News and World Report, is located on the campus of the University under a ground lease agreement with the Orleans Parish School Board. In order to finance renovations to their existing buildings and construct a new STEM classroom, OPSB would like to assign the lease to Friends of Ben Franklin, which requires University consent. Further, in order for them to partially fund the construction with debt, the University needs to amend the lien provision in the lease with the assistance of counsel to allow Friends of Ben Franklin to place a mortgage on their new building and leasehold interest.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

LAND-LESSOR  
TERMS - 99 years  
BENJAMIN FRANKLIN

File:  
FRANKLIN

LEASE OF LAND

STATE OF LOUISIANA

PARISH OF ORLEANS

THIS CONTRACT OF LAND LEASE, made and entered into on the date hereinafter set forth, by and between:

1. BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public corporation domiciled in the Parish of East Baton Rouge, Louisiana, herein appearing through and represented by Allen A. Copping, President, hereunto duly authorized by resolutions of said Board of Supervisors adopted on October 18, 1985, and January 30, 1987, certified copies of which are annexed hereto as Exhibit "A" and "B," respectively, and made a part hereof, and hereinafter called the "Lessor";

and

2. ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein appearing through and represented by Gail Moore Glapion, President, hereunto duly authorized by resolutions of said Board adopted at meetings held on November 10, 1986, and January 12, 1987, certified copies of which are annexed hereto as Exhibit "C" and "D," respectively, and made a part hereof, hereinafter called the "Lessee",

declared and acknowledged that, for the price and consideration and upon the terms and conditions hereinafter set forth and expressed and the covenants and agreements hereinafter contained to be kept and performed, they, Lessor and Lessee, have agreed and do hereby agree as follows:

PURPOSE

- 1) In entering into this lease, the ORLEANS PARISH SCHOOL BOARD affirms its aspiration of creating a stimulating academic environment and promoting academic excellence within its faculty and student body which will benefit the Benjamin Franklin High School, the University of New Orleans, and the Greater New Orleans



Area. Lessor's sole intent is to provide a site for a high school specifically designated for academically superior students. Lessee intends to encourage the cultivation and retention of outstanding talent in this metropolitan area and in the State of Louisiana.

DESCRIPTION OF  
LEASED PREMISES

2) Subject to the provisions, terms, and conditions and for the sole purpose and use hereinafter set forth, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor Lot BF2 of the University of New Orleans campus, more fully described in Exhibit "E," for the construction of buildings and related facilities for the Benjamin Franklin High School, Lot BF1, described in Exhibit "F," exclusively for the construction of playing fields and a parking lot, and Lot BF3, described in Exhibit "G," for an additional parking lot with access roads and driving lanes; buildings may not be constructed on Lot BF1 or BF3. The survey for Lots BF1 and BF2 is attached as Exhibit "H." The survey for Lot BF3 is annexed as Exhibit "I." The said property herein leased is hereinafter referred to as the "Premises."

TERM

3) The term of this lease shall be for a period of ninety-nine (99) years, commencing on the date specified in the construction contract to be awarded by Lessee or, if no date is specified, in

any Notice of Forfeiture issued under the aforesaid contract for the construction of a facility as defined in Section 5 hereof, provided Lessee submits to Lessor a certified copy of the construction contract signed by Lessee's contractor. Prior to the start of the construction, Lessor hereby grants to Lessee access to and the right to complete any soil test or soil engineering test of the site, including test pilings, at Lessee's sole cost and expense, provided that Lessee gives 30 days' written notice of such testing to Lessor and that Lessee uses all reasonable efforts to minimize the interruption and restores the property to its original condition. Lessee intends to award a construction contract for the construction of the Facility in April of 1987. If on or before April 1, 1988, Lessee has not executed a construction contract for the construction of the Facility and started construction, Lessor may cancel this lease by giving no less than 120 days' advance written notice. "Start of construction" is hereby defined as the time of the commencement of the driving of building support pilings in accordance with the plans and specifications approved in writing by Lessor.

PEACEFUL  
POSSESSION

- 4) Lessor warrants only that it has the legal authority and has taken all

internal actions necessary to lease the Premises to Lessee hereunder and that Lessor shall not disturb Lessee's peaceful possession of the Premises during the term hereof.

CONSTRUCTION  
OF FACILITY

- 5) Lessee, at its sole cost and expense, shall construct, maintain and operate or cause to be constructed, maintained and operated on the Premises a college preparatory secondary school for superior students; the facilities for which shall include all classrooms, laboratories, gymnasium facilities, auditoria, athletic fields, library, food service, parking areas, driveways and other structures and improvements common to a metropolitan high school facility. These facilities, together with any replacements, additions and improvements thereto constructed on the Premises are hereinafter referred to as the "Facility." Notwithstanding the procedure set forth in Section 7 hereof, no contract for construction or construction of any portion of the Facility shall be undertaken without Lessee's first having submitted to Lessor all architectural plans and specifications and site development plans and any and all modifications, revisions, alterations, or additions thereof or thereto for the Facility and Premises and securing the written approval of Lessor. In connection with the construction of

the Facility, Lessee agrees that it shall provide underground drainage to carry off surface runoff and will not permit Premises runoff to be diverted to adjacent property. In addition, Lessee will reimburse to Lessor fifty (50%) percent of the construction costs to extend St. Anthony Drive (Phase II) from the Engineering Building parking lot access to the Performing Arts Center parking lot feeder road, which reimbursements shall not exceed \$75,000.00. Lessee shall provide and maintain at its own cost and expense all driveways, walkways and parking areas within the premises, including the 75-car parking lot across St. Anthony Drive from the Facility.

USE

- 6) The Premises shall be used as a site for the Facility, including all related purposes incidental thereto, and the Facility shall be operated as part of the public school system in accordance with the educational purposes of the Orleans Parish School Board. The Facility shall be constructed, maintained and operated as a college preparatory secondary school for superior students, of the nature of the Benjamin Franklin High School existing at the time of execution of this agreement and pursuant to the selection standards substantially similar to those presently employed for students of above-average academic or artistic.

talent. The Facility and the Premises may be used for any directly related activity of Benjamin Franklin High School after regular school hours, on weekends and during the summer months. Lessee agrees that unless and to the extent that it shall have obtained Lessor's prior written approval, it will not use or permit the Premises to be used for any purpose other than those stated in this Lease. In the event Lessee should use the Premises and Facility for any unauthorized purpose, or if the purpose of the Benjamin Franklin High School is changed by action of the Lessee or any other governmental authority, Lessor shall have the right and option to terminate this Lease and all of Lessee's rights hereunder or to renegotiate the lease for rent based on the current appraised value of the leased land.

BUILDING  
COMMITTEE

- 7) Lessee and Lessor shall establish a building committee to supervise the design and construction of the Facility as originally constructed. The committee shall include two members appointed by Lessor and the remainder of whom shall be appointed by Lessee.

COMMENCEMENT DATE:  
POSSESSION

- 8) The term of this lease shall commence as provided in Section 3 hereof and the Premises shall be delivered on that date by Lessor to Lessee.

RENT

- 9) This lease is made for and in consideration of an annual rental of ONE AND NO/100 (\$1.00) DOLLAR per annum and the covenants herein contained to be kept and performed by Lessee. Rent shall be payable in equal annual installments of ONE AND NO/100 (\$1.00) DOLLAR each, the first installment falling on the first day of the commencement of the term of this Lease as provided in Section 3 hereof, and one installment falling due on the same date of each year thereafter until the termination of this lease. Rent installments shall be payable to the office of the Lessor or at such other place as the Lessor shall from time to time designate by written notice to Lessee.

UTILITIES

- 10) Lessee shall arrange at Lessee's cost and expense for the installation and maintenance of all utilities, and shall cause same to be connected directly to the public utilities systems. Lessee will not connect to or in any manner disturb Lessor's utilities systems. The metering of all utilities installed by Lessee shall be in the name of Lessee and all bills rendered for consumption of all utilities shall be in the name of and shall be payable by Lessee. The location of such utilities, insofar as they cross or otherwise affect any of Lessor's property within or outside of the Premises, shall be approved in writing in

advance by Lessor. All risks, charges, costs, deposits and other obligations involved in installing, maintaining, or removing separate utility meters will be borne by Lessee. It is expressly understood that Lessor reserves the right to install, or to permit the installation, including the right to grant rights of way to others, of utility services over, across, through or under the Premises. Lessor shall not be liable to Lessee for any damages incurred by Lessee in the event of interruption of utility services.

LIENS

- 11) Lessee shall not mortgage or otherwise establish or permit the establishment of any encumbrance, privilege or lien on any portion of the Premises, the Facility or any fixtures or attachments thereto. Lessee agrees to discharge or cause to be discharged any such lien; if in default therein for thirty (30) days after written notice from Lessor, Lessee shall pay to Lessor any amount paid by Lessor in removing such lien, plus reasonable attorneys' fees and expenses.

COMPLIANCE  
BY LESSEE

- 12) Lessee agrees that during the term hereof it will, as its sole cost and expense:
- a) Comply with all valid laws, ordinances, orders, rules, regulations and requirements of Lessor and of all federal, state, parish and municipal governments which may be applicable to the Premises and the Facility, and the streets, sidewalks, and curbs adjoining the Premises; and



EXCERPT FROM LEASE WITH ORLEANS PARISH SCHOOL BOARD - BEN FRANKLIN

- b) Keep the Premises and the Facility in a safe, clean and wholesome condition and in full compliance with local ordinances and all other laws, rules, orders, requirements and regulations of Lessor and all federal, state, parish and municipal governments, affecting the Premises and the Facility and shall remove promptly at Lessee's cost any rubbish or waste material of any character whatsoever which may accumulate thereon.
- c) Procure any and all necessary permits, licenses or other authorizations required for the lawful and proper use, occupation, operation and management of the Premises and the Facility and for the lawful and proper installation and maintenance of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any utility or service to or upon the leased Premises and the Facility.
- d) To the extent allowed by law, keep in effect the waiver of Orleans Parish School Board sales tax granted to the University of New Orleans by the Orleans Parish School Board by Agreement dated December 9, 1985, which Agreement is reflected in the minutes of the Orleans Parish School Board regular meeting held on December 9, 1985. In the event the sales tax waiver is withdrawn or modified by Lessee, Lessor is entitled to an increase in annual rent paid by Lessee as provided in Section 9 hereof, in an amount equal to the total sales tax revenues paid by Lessor to Lessee in connection with events held at the Senator Nat G. Kiefer U.N.O. Lakefront Arena.
- (e) Require adherence to all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees, agents, and invitees of Lessee.

Xx-----xx

CONDITION OF THE PREMISES

- 13) It is hereby understood that the Premises shall be taken by Lessee in its present condition, without any obligation by Lessor to do construction or make any changes or improvements thereon. During its occupancy, Lessee shall assume sole

responsibility for the condition of the Premises, the Facility, and any other improvements which may be constructed or placed on the Premises. Lessee shall, at its own cost, risk and expense, perform and pay all costs of maintenance and repairs in or to the Premises and the Facility, whether attributable to use and operations, the deterioration of materials, vandalism, accident, or Act of God, so that at the termination of this Lease, and at all times during this Lease, the Premises and Facilities will be in as good condition as at the commencement of the Lease or upon completion of their construction, reasonable wear and tear excepted. Lessor shall have no responsibility whatsoever to perform any maintenance work on the Premises or the Facility.

XX \_\_\_\_\_ XX

SIGNS,  
ADVERTISING

- 14) Lessee, at its own expense, may place, erect, and maintain signs on the walls and on other places on or about the Premises in connection with the Facility, provided that plans for any such signs, and any changes thereto, shall first be tendered to and receive the written approval of Lessor. Lessee shall provide appropriately worded signs to designate parking for the Facility. Any permits required for the erection of any signs shall be Lessee's responsibility. No outdoor advertising signs or sign space shall be rented or leased out by Lessee.

FIXTURES

- 15) Lessee shall have the right to construct or install on the Premises and in the Facility any fixture and equipment which Lessee deems necessary as useful to the operation of the Facility, all of which shall be supplied and installed at the sole cost and expense of Lessee. Plans for any fixture or equipment external to the Facility, including fencing, shall be subject to Lessor's approval as stated in Section 5 of this lease.

TAXES

- 16) All taxes, assessments, and charges which accrue on the Premises, the Facilities or any improvement thereto shall be paid promptly by Lessee. If in default for thirty (30) days after written notice from Lessor, Lessee shall pay to Lessor any amount paid by Lessor for any taxes, assessments or charges paid by Lessor, plus reasonable attorneys' fees and expenses.

DEFAULT

- 17) Should Lessee (1) violate any of the terms, conditions and covenants hereof, including, but not limited to, the terms and conditions established by Section 12(d), (2) abandon, vacate, or discontinue the use of said Premises for the purpose for which leased, (3) attempt to transfer, assign, or take possession or control of any interest of Lessor under this Lease by operation of law or pursuant to any legislative act, resolution, rule or any order or decree

of any court or governmental board, agency or office, and should such violation continue for a period of thirty (30) days after written notice has been given Lessee, then, and in any of such events, Lessor may, at its option and without putting Lessee in default, declare the rent for the whole unexpired term of the lease immediately due and exigible, or immediately cancel this lease. In all cases, Lessee shall remain responsible for all damages or losses suffered by Lessor as a consequence of Lessee's breach in the performance of its obligations hereunder.

NOTICES

- 18) a) All notices' required or desired to be given to Lessor under the provisions of this lease shall not be construed to mean personal service, but shall mean written notice and shall be sent by registered or certified mail to Lessor at University of New Orleans, Room 2010, Administration Building, Lakefront, New Orleans, Louisiana 70148, Attention: Vice Chancellor for Business Affairs, or to such other address as Lessor may direct from time to time by written notice forwarded to Lessee by registered or certified mail. All rent payments under this lease shall be made to Lessor at the above address.

b) All notices required or desired to be given to Lessee under the provisions of this lease shall be sent by registered or certified mail to Lessee at 4100 Touro Street, New Orleans, Louisiana 70112, Attention: Superintendent of Schools, or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

TERMINATION OF  
LEASE

19) Upon termination of this lease for whatever cause, Lessee will deliver the Premises and the Facility (except as otherwise provided in Section 15 hereof) to the Lessor in as good condition as at the commencement of the lease, reasonable wear and tear excepted. In the event of termination of this lease, Lessee shall, at Lessor's request and at Lessee's expense, remove the Facility, any or all improvements, attachments, fixtures thereto and any equipment therein and any structures, signs and materials on the Premises and thereafter restore the Premises to its original condition, both above and below ground. All improvements which are permanently attached to the Premises may be retained by Lessor, and if so retained, shall automatically become the property of Lessor without payment or compensation therefor.

INSURANCE

20) Lessee shall require each contractor doing work on the Premises at a cost in excess of One Hundred Thousand Dollars (\$100,000.00) to provide and maintain, or shall itself provide, at no cost or expense to Lessor, such insurance as will protect Lessor and Lessee from all claims for damages to property, or for personal injury, including death, to contractor's employees, any subcontractor or any subcontractor's employees, or to the public, which may arise from any operations under the contract between Lessee and said contractor, or to any of contractor's subcontractors. All insurance policies shall be written with insurance companies legally authorized and licensed to do business in the State of Louisiana, and acceptable to Lessee and to Lessor (Best's Rating "X" or better). Prior to or at the signing of the contract and before contractor starts any work on the Premises, evidence of all such applicable insurance satisfactory to Lessee and to Lessor shall be submitted to both Lessee and Lessor not more than five (5) calendar days after contractor shall have been notified by Lessee of the award of the contract. Certified copies of such policies shall be furnished to Lessor. Such insurance policies shall remain in full force and effect until the final completion of the work and acceptance thereof, unless sooner terminated or modified by authority of

Lessee and Lessor. The furnishing of insurance as provided herein shall not relieve said contractor of its responsibility for losses not covered by insurance.

All of the insurance policies required under subsections (i) through (vi) below shall provide that the insurers waive their rights of subrogation against Lessor and Lessee and their respective officers, servants, agents or employees and shall also provide for thirty (30) days notice of cancellation and/or material change to be sent to Lessor at University of New Orleans, Room 2010, Administration Building, Lakefront, New Orleans, Louisiana 70148, Attention: Vice Chancellor for Business Affairs.

The types of insurance policies and the minimum amounts of insurance coverage which shall be carried and maintained by contractor and its subcontractors shall include, but shall not be limited to, the following:

(i) STANDARD WORKERS' COMPENSATION INSURANCE, providing protection from claims under the Louisiana's Worker's Compensation Act. The total limit of liability for Employers' Liability under this and other policies shall not be less than Five Hundred Thousand Dollars (\$500,000.00).

(ii) COMPREHENSIVE GENERAL LIABILITY INSURANCE, with limits of liability for bodily injury, including death, of not less than One Million Dollars (\$1,000,000.00) for one person and not less than One Million Dollars (\$1,000,000.00) for all injuries and/or deaths resulting from any one

occurrence. The limits of liability for property damage shall be not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and not less than One Million Dollars (\$1,000,000.00) in the aggregate. Said insurance shall include coverage for Explosion, Collapse and Underground Property Damage Hazards, Contractor's Protective and Completed Operations, and a "Broad Form Contractual Endorsement."

(iii) OWNER'S PROTECTIVE LIABILITY INSURANCE, shall be written in the name of Lessor and Lessee, as named insureds. The total limits of liability with Primary Insurance and Umbrella Coverage shall be in an amount to equal One Million Dollars (\$1,000,000.00).

(iv) COMPREHENSIVE MOTOR VEHICLE LIABILITY INSURANCE, shall include owned cars, hired cars and non-ownership coverage. The limits for bodily injury and/or death shall be not less than Three Hundred Thousand Dollars (\$300,000.00) for one person and not less than Five Hundred Thousand Dollars (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The limit of liability for property damage shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence.

(v) BUILDER'S RISK INSURANCE, shall insure the interest of Lessor as owner, Lessee, contractor and subcontractor for the full amount of the contract. This insurance shall insure against the perils of fire, flood, earthquake, transit hazards, vandalism and malicious mischief.

(vi) Such insurance as will be necessary to insure the obligation of the contractor to indemnify and hold harmless Lessor and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder.



INSPECTION

21) In order that Lessor may ascertain whether or not Lessee's covenants herein are being observed, Lessee agrees that Lessor shall have the right to enter upon and to inspect the Premises and Facilities.

ASSIGNMENT:  
SUBLEASE

22) Lessee shall not assign this lease or any rights hereunder nor shall Lessee rent, sublease or grant use or possession of any portion of the Facility or Premises to any person or entity other than Benjamin Franklin High School without the prior written consent of Lessor as provided in Section 6 hereof. This provision shall not be construed to prohibit the scheduling and holding of events as provided in Section 6 hereof.

LIABILITY

23) Lessee assumes full responsibility and liability for the Premises, the Facility, and all improvements, additions, equipment and appurtenances thereto. The responsibility and liability assumed hereunder shall include, without limitation, all liability assumable by a lessee under Louisiana Revised Statutes 9:3221. This assumption of responsibility and liability shall be fully co-extensive with the legal responsibilities of the Lessor (both as lessor and owner) to all persons. Lessee specifically agrees to defend, protect and indemnify Lessor, and hold Lessor harmless, against any and all

responsibility, liability, loss, charges, expenses, fines and other costs of whatever kind arising from all suits, claims, demands and actions asserted by any person (including without limitation Lessee or its agents, employees or invitees) and arising directly or indirectly out of any occurrence on or about the Premises or the Facility or out of any of the Lessee's operations on or about the Premises, whether by Lessor, Lessee or others. The obligations of the Lessee to the Lessor under this section shall not depend upon the existence of fault or negligence but shall apply whether or not Lessee or Lessor be at fault and shall include all legal liabilities arising without fault. Lessee shall further indemnify Lessor against all liability, expenses and losses incurred by Lessor as a result of (a) failure by Lessee to perform any covenant required to be performed by Lessee hereunder; (b) any accident, injury or damage occurring on the Premises or the Facility resulting from the condition, maintenance or operation thereof; or (c) Lessee's failure to comply with any requirements of any government authority. "Expenses" shall include court costs, costs of defense, and experts' and attorneys' fees.

BENEFIT

- 24) This lease and all of the covenants and provisions thereof shall inure to the

benefit of and be binding upon the successors and assigns of Lessor.

SHORT FORM LEASE 25) The Lessor and Lessee agree to execute a short form of this lease in form permitting its recording. The complete lease document will not be recorded.

MARGINAL TITLES 26) The marginal titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way to modify, amend, explain or otherwise affect the terms and conditions provisions hereof.

COMPLETE AGREEMENT 27) This lease contains the complete agreement of the parties with reference to the leasing of the Premises.

SEVERABILITY;  
WAIVER 28) If any provision of this lease shall be judicially declared prohibited or unenforceable, such prohibition shall not modify or invalidate any other provision in this lease. Any waiver of a breach or default of any of the conditions of this agreement shall extend only to the particular breach or default so waived, and shall in no way impair or affect the continued existence of all other covenants nor deprive Lessor of its remedies arising out of other breach or default hereunder, whether prior or subsequent.

ATTORNEYS' FEES

29) In case suit or action is instituted by Lessor to enforce compliance with this agreement, Lessor shall be entitled to recover from Lessee all costs, reasonable attorneys' fees, and other expenses incurred by Lessor.

MODIFICATION  
BY LESSEE

30) Any attempt by the Lessee to modify, terminate or nullify this lease agreement by constitutional or legislative enactment, judicial proceedings, expropriation proceedings, and/or claims of eminent domain, and/or political action shall be sufficient grounds for immediate cancellation of this agreement by Lessor without the liability of Lessor and without loss of any right of Lessor against Lessee, should such attempt continue for a period of ten (10) days after written notice is given Lessee.

MINERAL RIGHTS

31) Lessor reserves the right to exploit the Premises for any and all mineral rights at any time during the lease term thereof.

FIRE CLAUSE

32) If, through no fault, neglect or design of Lessee, the Facility constructed on the Premises is destroyed by fire or other casualty, or damaged to such an extent as to render the Facility wholly unfit for occupancy, then this lease shall be cancelled. If, however, the Premises can be repaired within 18 months from the date of the fire or casualty,

then this lease shall not be cancelled and Lessee shall notify Lessor within 90 days from the date of any fire or casualty that Lessee will repair the damage. If Lessee elects not to repair the damages, Lessee must restore the Premises and Facility (above and below ground) to their original condition.

POLICE POWER

33) The granting of this Lease may not be construed to constitute a surrender by Lessor of any of its police powers within the Premises and the Facility, which police powers are hereby expressly retained. Lessee will not be liable, pursuant to Section 23 hereof, for any negligent or willful act of Lessor's security personnel within the Premises.

IN WITNESS WHEREOF, the parties hereto have signed this lease in quintuplicate original copies, in New Orleans, Louisiana, as of this the 10th day of February, 1987.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

Cooper R. Maclean  
John R. Harrison

By: Allen A. Copping  
ALLEN A. COPPING President

John J. [unclear]  
Ernest J. [unclear]

ORLEANS PARISH SCHOOL BOARD

By: Gail Moore Glapion  
GAIL MOORE GLAPION President

ACKNOWLEDGEMENT

STATE OF LOUISIANA  
PARISH OF ORLEANS

BE IT KNOWN that on this the 10th day of February, 1987, before me personally came and appeared Allen A. Copping, known to me to be the President of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, who acknowledged to me and the undersigned witnesses that he executed the foregoing Lease Agreement for and on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the uses and purposes therein set forth and pursuant to due authority of said Board.

WITNESSES:

Casper R. Maclean      Allen A. Copping  
ALLEN A. COPPING

Joseph B. Williams  
Taryn S. Southon  
NOTARY PUBLIC      TARYN S. SOUTHON  
NOTARY PUBLIC

Parish of Orleans, State of Louisiana  
My Commission is issued for 1/18.

ACKNOWLEDGEMENT

STATE OF LOUISIANA  
PARISH OF ORLEANS

BE IT KNOWN that on this the 10th day of February, 1987, before me personally came and appeared Gail Moore Glapion, known to me to be the President of the Orleans Parish School Board, who acknowledged to me and the undersigned witnesses that she executed the foregoing Lease Agreement for and on behalf of the Orleans Parish School Board for the uses and purposes therein set forth and pursuant to due authority of said Board.

WITNESSES:

John F. Robert      Gail Moore Glapion  
GAIL MOORE GLAPION

Ernest J. Sullivan  
Kenneth F. Sills  
NOTARY PUBLIC

- Kenneth F. Sills  
Notary Public Parish of Orleans State of La.  
My Commission is issued for 1/18.

Recommendation to authorize lease of parcel of land to  
Orleans Parish School Board for relocation of Benjamin  
Franklin High School to University of New Orleans

WHEREAS, at a regular meeting on April 2, 1982, the Board of Supervisors authorized the Chancellor of the University of New Orleans to continue discussions with the Orleans Parish School Board and the Superintendent of Schools for the possible location of Benjamin Franklin High School, a school for gifted students, on the campus of the University of New Orleans, and

WHEREAS, the University and the School Board believe that the location of Benjamin Franklin High School on the University of New Orleans campus will produce a stimulating academic environment which will benefit the School Board, the University, and the Greater New Orleans Area, and

WHEREAS, the Orleans Parish School Board has requested that the Board of Supervisors approve the location of Benjamin Franklin on the University of New Orleans campus, and

WHEREAS, the administration of the University of New Orleans has reviewed and approved the proposed site

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College that Allan A. Copping, President of Louisiana State University and Agricultural and Mechanical College, is hereby authorized to enter into an agreement with the Orleans Parish School Board for and on behalf of the Board of Supervisors for the lease of approximately five (5) acres of land for a period of ninety-nine (99) years, at a consideration of One Dollar (\$1.00) per year, for the purpose of construction, maintenance and operation by the Orleans Parish School Board of Benjamin Franklin High School.

BE IT FURTHER RESOLVED that the President is authorized to include in said lease such terms and conditions as are in the best interests of the University.

C E R T I F I C A T E

I, Kathy E. Mascaro, the duly qualified and acting Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the said Board of Supervisors at its meeting on October 18, 1985, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 16th day of December, 1986.

Kathy E. Mascaro  
Administrative Secretary,  
Board of Supervisors of Louisiana State  
University and Agricultural and  
Mechanical College



Regular Board Meeting  
-- January 30, 1987

Board of Supervisors on the northerly property line and the southerly existing right-of-way of Kings Highway which point is 38.11 feet right, opposite and at right angles to the centerline of Kings Highway at Highway Survey Station 37+00.00; from said point of beginning proceed South 89°40'49.2" East, 192.42 feet to Grantor's northeast property corner; thence proceed South 00°09'24.4" East along Grantor's easterly property line a distance of 2.54 feet to the southerly required right-of-way; thence proceed North 89°29'03.7" West, 142.44 feet to a point located 40 feet right, opposite and at right angles to the centerline of Kings Highway at Highway Survey Station 37+50; thence proceed North 87°19'30.2" West, 50.04 feet to the point of beginning, containing a net required area of 379.0 square feet.

BE IT FURTHER RESOLVED that the said Allen A. Copping, President of Louisiana State University System, be and he is authorized and empowered to execute the said right-of-way for and on behalf of the Board of Supervisors, and to include within the right-of-way any and all provisions and stipulations as Allen A. Copping, President, may deem wise and in the best interest of the Board of Supervisors, and furthermore, to sign and execute all other documents incident to and necessary to accomplish such right-of-way.

10B. Recommendation to modify the lease between the Orleans Parish School Board and the University of New Orleans for the construction, maintenance and operation of Ben Franklin High School

WHEREAS, at the Regular Board meeting on October 18, 1986 the Board of Supervisors authorized the lease of approximately 5 acres of land for a period of 99 years at a consideration of One Dollar (\$1.00) per year, for the purpose of construction, maintenance and operation by the Orleans Parish School Board of Benjamin Franklin High School, and

WHEREAS, during negotiations it proved advantageous to the University to make provision for access for parking and playing fields by Benjamin Franklin students and faculty, in order to avoid time consuming day to day problems involving these areas which are necessary to the efficient operation of both the University of New Orleans and Benjamin Franklin High School, and

WHEREAS, the modified lease provides for the Benjamin Franklin High School campus buildings to be constructed on lot BF2, consisting of approximately 5.4 acres, and for playing fields and parking lot construction on lots BF1 and BF3, consisting of approximately 2.2 acres, and

WHEREAS, it was envisioned that parking and access roads would be necessary and it was intended to allow the School Board to share parking lots and streets which would have been built by the University of New Orleans in accordance with the campus master plan, and



Regular Board Meeting  
-- January 30, 1987

WHEREAS, by including these areas in the lease, the responsibility will lie with the School Board for the full cost of construction of playing fields and parking lots and one half the cost of the extension of St. Anthony Avenue into the campus, thus saving UNO considerable capital investment in these infrastructure items, and

WHEREAS, the inclusion of this additional area in the lease will provide a basis for a clear assumption by the School Board of responsibility for maintenance and insurance, at the same time allowing use by the University of the parking lots when school is not in session

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College that Allen A. Copping, President of Louisiana State University and Agricultural and Mechanical College, is hereby authorized to enter into an agreement with the Orleans Parish School Board for and on behalf of the Board of Supervisors for the lease previously authorized plus the additional stated property for the time and consideration stated.

BE IT FURTHER RESOLVED that the President is authorized to include in said lease such terms and conditions as are in the best interest of the University. >

10C. Resolution approving the form of a loan agreement respecting the Louisiana Public Facilities Authority Floating Rate Revenue Bonds (Public University Flexible Funding Program) Series 1986A; and providing for other matters with respect to the foregoing

Dr. Andonie called on Mr. Charles L. Martin, Vice President for Institutional Services. Mr. Martin stated that the Board had requested the University attorney to supply further information before a planned reconsideration of a resolution approving the form of a loan agreement respecting the Louisiana Public Facilities Authority Floating Rate Revenue Bonds. From Mrs. Tyler's summary, he pointed out that the appropriation to fund the debt service would go to the Division of Administration and not to LSU, thus reducing the risk of LSU's suffering financially on non-formula funded items; that bonding attorneys have assured us that approval of the form of the agreement today will not obligate the Board to enter into a loan agreement; and that the Board must authorize each individual project as it is developed. The LPFA program cannot be used to exceed the state debt limit, and this program will not circumvent the capital outlay program.

Mr. William Silvia, Vice President for Administration and Finance, advised that the program is attractive to LSU, since debt service for self-generated projects could be provided at lower interest rates. He provided the Board with some sample comparisons of debt service schedules, demonstrating a savings over the life of a bond program of \$2.4 million.

Upon motion of Dr. Andonie, seconded by Mr. Turner, the Board unanimously approved the following resolution.

WHEREAS, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") recognizes that a need exists for the development of sources of funding to provide for

Discussion Item  
Facilities Planning  
Item G.10.

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

**FACILITIES PLANNING COMMITTEE**

**October 24, 2019**

- Item G.10.** Louisiana Tech University's request for approval to execute a Ground Lease to Tech Pointe II, LLC, for the purpose of constructing and managing a 60,000-square-foot facility to be known as Tech Pointe II.

**EXECUTIVE SUMMARY**

The University is requesting approval to execute a Ground Lease pursuant to La R.S. 17:3361 with Tech Pointe II, LLC, a non-profit subsidiary of the Louisiana Tech University Foundation, for the purpose of constructing and managing a 60,000-square-foot, three-floor facility to be known as Tech Pointe II with an estimated construction cost of \$15,000,000. The financing will be undertaken entirely by and through Tech Pointe II, LLC, with the University assuming no financial obligations related to construction of the facility. Tech Pointe II, LLC has partnered with Louisiana Economic Development for the construction of Tech Pointe II. The area leased is located at the southeast corner of Dan Reneau Drive and Homer Street in Louisiana Tech University's Research Park referred to as the Enterprise Campus.

Tech Pointe II, LLC will execute subleases with qualified tenants who promote the Enterprise Campus' master plan and align with the University's academic and research strengths. The facility will be leased at a competitive market rate. After construction, the University will execute a cooperative endeavor agreement with Tech Pointe II, LLC to operate the facility and recoup operating expenditures through rents received.

Once constructed, Tech Pointe II will provide commercial office space to tenants who align with the University's academic and research strengths. In addition to promoting economic development, the tenants occupying Tech Pointe II will be expected to cultivate strong intern programs, provide employment opportunities for University graduates, and collaborate with University faculty on research, technology, and intellectual property.

The lease will have an initial term of 30 years with the option of two consecutive ten (10) year renewal terms with a nominal rental rate of \$1.00 per year.

**RECOMMENDATION**

It is recommended that the following resolutions 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 execute a Ground Lease with Tech Pointe II, LLC for the purpose of constructing and managing the Tech Pointe II facility.

***BE IT FURTHER RESOLVED***, that Louisiana Tech University shall obtain final review from University of Louisiana System staff and legal counsel to the Board and any other appropriate approvals as needed prior to execution of documents.

***BE IT FURTHER RESOLVED***, that the President of Louisiana Tech University or his designee is hereby authorized and directed to execute the Ground Lease described herein and any and all documents necessary in connection with the lease.

***AND FURTHER***, that Louisiana Tech University will provide the University of Louisiana System office with copies of all final executed documents for the Board's files.



G 1 0

**LOUISIANA TECH**  
**U N I V E R S I T Y**

OFFICE OF THE PRESIDENT

September 26, 2019

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

The attached draft is a request to execute a ground lease and is being submitted for consideration at the October 2019 meeting of the Board of Supervisors. Your approval is requested.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

mol  
Attachments

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

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# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 19, 2019

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

Louisiana Tech University is requesting permission to execute a ground lease pursuant to La R.S. 17:3361 et seq., a draft of which is attached, with Tech Pointe II, L.L.C. Tech Pointe II, L.L.C., is a non-profit subsidiary of the Louisiana Tech University Foundation. Tech Pointe II, L.L.C., and Louisiana Economic Development have partnered to construct a 60,000 square foot, three story, facility to be named Tech Pointe II to provide commercial office space in the University's Research Park known as the Enterprise Campus. The ground lease will give Tech Pointe II, L.L.C., a leasehold to the southeast corner of Dan Reneau Drive and Homer Street within the Enterprise Campus. The ground lease has an initial term of thirty (30) years with an option of two consecutive ten (10) year renewals.

Tech Pointe II, L.L.C., will execute subleases with qualified tenants who promote the Enterprise Campus's master plan and align with the University's academic and research strengths. The facility will be leased at a competitive market rate. After construction, the University will execute a cooperative endeavor agreement with Tech Pointe II, L.L.C., to operate the facility and recoup operating expenditures through rents received.

The Tech Pointe II facility will enhance the University's mission by providing strategic partnerships; employment and intern opportunities for students and graduates; and opportunities for faculty to collaborate on research, technology, and intellectual property.

Therefore, Louisiana Tech University requests permission to proceed with executing the attached ground lease with Tech Pointe II, L.L.C. Approval is requested with the condition that all documents be reviewed by Board staff and counsel.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

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**GROUND LEASE AGREEMENT**

**by and between**

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
(as Lessor)**

**and**

**TECH POINTE II, L.L.C.  
(as Lessee)**

**Dated as of \_\_\_\_\_, 2019**

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<b>EXHIBIT A</b>	<b>PROPERTY DESCRIPTION</b>
<b>EXHIBIT B</b>	<b>FORM OF MEMORANDUM OF LEASE</b>
<b>EXHIBIT C</b>	<b>LOCATION MAP</b>

## GROUND AND BUILDINGS LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "Ground Lease") dated as of October 15, 2019, 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, acting herein on behalf of Louisiana Tech University (the "University"), represented herein by its duly authorized Board Representative, Dr. Leslie K. Guice (the "Board"), and TECH POINTE II, L.L.C. a Louisiana limited liability company existing under the laws of the State of Louisiana and represented herein by [REDACTED] (the "Company").

### 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 Company is a private, limited liability company organized and existing under the Louisiana Limited Liability Company Law (La. R.S. 12:1301 et seq.), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University (the "Purpose");

WHEREAS, the Property (as defined herein) is located in an area designated as a "Louisiana research park" as defined by La. R.S. 51:1923(11), as shown in Exhibit C;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a business, such as the Company, any portion of the campus of the University or other immovable property under its supervision and management;

WHEREAS, in order to further the functions of the Board, the Company shall cause the development, design, construction and equipping of the Facilities (as defined herein) on the Property;

WHEREAS, the Board shall lease such immovable property to the Company; and

WHEREAS, the Board and the Company have agreed that the Company, for the benefit of the Board, shall develop and construct the Facilities generally in accordance with Plans and Specifications (as defined herein) on the Property, and the Company shall lease the Facilities to tenants pursuant to the Purpose for use by the tenants doing business with the Board, employing and/or training faculty or students or otherwise acting pursuant to the Purpose.

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

### ARTICLE 1 LEASE OF PROPERTY - TERMS OF LEASE

Section 1.1 Lease of Property. The Board does hereby lease, let, demise, and rent unto the Company, and the Company does hereby rent and lease from the Board, the Property and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Property for vehicular and pedestrian ingress and egress. The Company, by execution of this Ground Lease, accepts the leasehold estate herein demised.

Section 1.2 Habendum. To have and to hold the Property together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Company, 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 1.3 Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a primary term commencing on the Commencement Date hereof and ending on the thirtieth (30th) annual anniversary of the Commencement Date. This Ground Lease shall automatically renew for two consecutive ten (10) year renewal periods unless the Company provides written notice of its election of non-renewal no later than ninety (90) calendar days prior to the end of the primary term or, if appropriate, the first renewal period.

Section 1.4 Definitions. All capitalized terms not otherwise defined herein shall have meanings assigned thereto in preamble hereto or in the Indenture. In addition to words and terms elsewhere defined in this Ground Lease, the following words and terms as used in this Ground Lease shall have the following meanings, unless some other meaning is plainly intended:

“*Advisory Committee*” shall mean those persons appointed by the Company to advise the Company regarding design and construction issues of the Facilities and other issues as well as selection of the Design Team and the Construction Team.

“*Applicable Laws*” shall mean all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority that are applicable to the parties performing their obligations under this Ground Lease.

“*Board*” shall mean Board of Supervisors for the University of Louisiana System, or its legal successor as the management board of the University, acting on behalf of the University and on its own behalf.

“*Board Representative*” shall mean any one of the persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board’s rights and performing the Board’s obligations under this Ground Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Vice President of Business and Finance, or his or her designee, the President of the University, the Vice President for Finance and Administration of the University, or any other representative designated by resolution of the Board, of whom the Company has been notified in writing.

“*Board’s Interest*” shall mean the Board’s ownership interest in and to the Property.

“*Business Day*” shall mean any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York or Ruston, 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*” shall mean **October 15, 2019**.

“*Commencement of Construction*” shall mean the date on which the construction and equipping of the Facilities is begun.

“*Company*” shall mean Tech Pointe II, L.L.C., a Louisiana limited liability company organized and existing under the laws of the State of Louisiana for the benefit of the University, and also includes

every successor entity and transferee of the Company. Tech Pointe II, L.L.C. is a wholly-owned subsidiary of Louisiana Tech University Foundation, Inc., a Louisiana non-profit corporation.

*“Construction Team”* shall mean all construction professionals performing services under the Contract.

*“Contract”* shall mean that contract or those certain contracts between the Company and the Design Team and the Construction Team for the design and construction of the Facilities.

*“Design Team”* shall mean all design professionals performing services under the Contract.

*“Environmental Requirements”* shall mean all State, federal, local, municipal, parish, and regional environmental laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results and guidance documents; all legislative, judicial, and administrative environmental judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements relating to environmental matters, whether in effect on, prior to or after the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, pollutants, petroleum, petroleum wastes, petroleum-based materials, asbestos, radioactive materials, polychlorinated biphenyls, pesticides, biohazards or other materials that are potentially harmful to humans or the environment or the release of which could trigger any reporting or remediation obligations and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §7401); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99 499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §3007); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C. 33:III.2595) including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

*“Event of Default”* shall mean any matter identified as an event of default under Section 10.1 hereof.

*“Expiration Date”* shall mean the last day of the Term or any renewal thereof, or earlier termination in accordance with this Ground Lease.

*“Facilities”* shall mean a commercial building and parking to be constructed by the Company on the Property, including all furnishings, fixtures and equipment incidental or necessary in connection therewith.

*“Force Majeure”* shall mean any: (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, 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 Company; (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 the reasonable control of the Company.

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

*“Governmental Regulation”* shall mean all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority that are applicable to the parties performing their obligations under this Ground Lease.

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

*“Hazardous Substance”* shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any case of the Environmental Requirements, and includes, without limitation, asbestos, petroleum, or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, pesticides, urea formaldehyde, radon gas, radioactive matter, and medical waste and any other substance or waste that is potentially harmful to human health, natural resources, or the environment or the presence of which in the environment could trigger a remediation obligation or other liability under Environmental Requirements or any constituent of the foregoing.

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

*“Plans and Specifications”* shall mean the plans and specifications for the construction of the Facilities approved by the Advisory Committee and the Company, as amended from time to time as permitted in Section 4.1 hereof.

*“Project”* shall mean the lease of the Property to the Company by the Board and the design, construction and renovation of the Facilities thereon.

*“Property”* shall mean the immovable property more particularly described on Exhibit A attached to this Ground Lease, and all improvements now or thereafter located thereon, including the Facilities as they are constructed and located thereon, together with all other rights and interests leased pursuant to Section 1.1 hereof.

*“Purpose”* shall mean to support and benefit the educational, scientific research and public service missions of the University.

*“Remediation”* shall mean any and all costs and expenses incurred directly or indirectly due to any investigation of the Facilities or Property or any remediation, response, cleanup, removal, or restoration required by any Governmental Regulation or Governmental Authority or by Environmental Requirements.

*“Rent”* has the meaning given to such term in Section 2.1 of this Ground Lease.

“*Taking*” shall mean 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*” shall mean the term of this Ground Lease as set forth in Section 1.3 hereof.

“*University*” shall mean Louisiana Tech University.

## ARTICLE 2 RENT

Section 2.1 Rent. Commencing on the Commencement Date and continuing throughout the Term the Company shall pay to the Board, at the address set forth in Section 17.2 or such other place as the Board may designate from time to time in writing, as annual rent for the 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 annual anniversary thereafter during the Term.

Section 2.2 Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Company agrees to perform its construction obligations as set forth in Article 4 herein and to utilize the Facilities in accordance with the Purpose.

## ARTICLE 3 USE OF PROPERTY

Section 3.1 Purpose of Ground Lease. The Company enters into this Ground Lease for the purpose of developing and constructing the Facilities generally in accordance with the Plans and Specifications, to be utilized by the Company consistent with the Purpose, including without limitation the subleasing of space to tenants of the Company under terms determined in the sole discretion of the Company. The Board shall have no interest whatsoever in any revenue derived by the Company from its operation of the Facility.

Section 3.2 Compliance with Statutory Requirements. Section 3361, et seq., of Title 17 of the Louisiana Revised Statutes prescribes the legal requirements 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;

(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; and

(c) the waiver by written consent of the Board’s right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes of 1950, as amended, except as may be specified in this Ground Lease.

ARTICLE 4  
CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF THE  
FACILITIES

Section 4.1 The Company's Obligations. The Company will develop, design, construct, and equip as well as repair and maintain the Facilities on the Property at its own cost and expense. The Board shall not have any financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Company's activities and as specifically set forth herein.

(a) The Company 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 generally in compliance with the Plans and Specifications and all documents executed pursuant hereto and thereto. The Company 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 4.1, all decisions regarding design and construction matters shall be made by the Company. The Company shall select the Design Team and the Construction Team, the members of which shall comply with licensing requirements of Louisiana law. All construction, alterations, or additions to the Facilities undertaken by the Company shall be in conformance with all Governmental Regulation and amendments thereto, including the International Building Code, ANSIA 1117.1 1986 Edition, and NFPA 101 Life Safety Code and all local and state building codes. The Company shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

(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 Company 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 Company. Notification shall include sufficient information for the Advisory Committee to make a determination and to approve or disapprove any changes in work or materials.

(d) The parties hereto acknowledge that the Advisory Committee and any other party whose consent is necessary to the Board's authority will review and approve the form of the 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 Company shall submit plans for such construction, alteration or remodeling to the Advisory Committee for approval, which approval must be obtained prior to the Company 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 Company.

(e) Subject to Force Majeure, the Company covenants that the Company shall proceed with diligence to complete the construction of the Facilities as soon as practically possible.



(f) Prior to the Commencement of Construction, the Company, the Design Team and the Construction Team selected by the Company, shall meet with the Advisory Committee to coordinate the construction activity. Upon Commencement of Construction, the Company shall deliver to the Advisory Committee, (1) a copy of the signed Contract, 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 Contract issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Company 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 Commencement of Construction any architect whose services have been retained with respect to the Contract shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Company.

(h) Any performance bond, labor and material payment bond, or completion bond provided by any member of the Design Team or the Construction Team hired by the Company shall be for 100% of the amount of the contract with such member, and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety issuing the bond and rules of the Governmental Authorities regulating the surety.

(i) The Company shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Advisory Committee, 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 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 Company shall inspect the Property 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 Property is suitable for the Facilities. The Company accepts the Property in its present condition. However, the Board represents that there are no Hazardous Substances or other materials on or under the Property that would materially impact the construction of the Facilities. If the Board fails to comply with any of the foregoing warranties, representations, and covenants, and removal or Remediation of any Hazardous Substances found on the Property or the Facilities is required by Environmental Requirements or Governmental Authority, the Board shall promptly undertake the removal or Remediation of such Hazardous Substances, at the Board's sole cost and expense and in strict compliance with the Environmental Requirements and directions of Governmental Authority. In the event the Board fails or refuses to undertake such removal or Remedial actions, the Company may cause the removal or Remediation (or other cleanup reasonable acceptable to the Company) of any such Hazardous Substances from the Property or the Facilities. The reasonable costs paid by the Company for removal, Remediation, or any other cleanup (including transportation and storage costs) shall be reimbursed by the Board and will become due and payable within ninety (90) days of written demand by the Company. In connection therewith, the Board will give the Company, its agents, and employees access to the Property and the Facilities to remove, remediate, or otherwise clean up any Hazardous Substances. The Company, however, has no affirmative obligation to remove, remediate, or otherwise clean up any Hazardous Substances. The Board hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, presence, release, disposal, removal or Remediation of any Hazardous Substances located in or about the Facilities whether occurring before or during the Term or otherwise arising from the acts or omissions of the Board.

(k) The cost of construction and renovation of the Facilities shall include all costs necessary for the Design Team, the Construction Team 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.

## ARTICLE 5 ENCUMBRANCES

Section 5.1 Mortgage of Ground Leasehold or the Facilities. The Company shall not mortgage, lien, or grant a security interest in the Company's interest in the Property or any other right of the Company hereunder without the prior written consent of the Board. Notwithstanding this provision of this Section 5.1, the Company is free to grant, in its sole discretion, a security interest in any revenue derived by the Company from its operation of the Facilities.

## ARTICLE 6 MAINTENANCE AND REPAIR

### Section 6.1 Maintenance and Repairs.

(a) The Company will, during the Term: (1) maintain, or cause to be maintained, the Facilities, and will keep the Facilities in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; and (2) make from time to time any additions, modifications, or improvements to the Facilities the Company may deem desirable for its business purposes that do not materially impair the effective use of the Facilities, provided that all such additions, modifications, and improvements will become a part of the Facilities. Neither the Board nor the University will be under any obligation to renew, repair or replace any item of inadequate, obsolete, worn out, unsuitable, undesirable, unprofitable, or unnecessary equipment or other property not required for the sound operation and maintenance of the physical condition of the Facilities.

## ARTICLE 7 CERTAIN LIENS PROHIBITED

Section 7.1 No Liens. The Company shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Property nor against the Company's leasehold interest in the Property by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Company or to anyone holding the Property or Facilities or any part thereof through or under the Company.

Section 7.2 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Property or Facilities because of the activities of the Company described in Section 7.1, the Company shall cause the same to be released of record or, in the alternative, if the Company in good faith desires to contest the same, the Company shall be privileged to do so, but in such case the Company 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 Company and the Company 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 Company immediately the amounts paid, with interest thereon from the date paid by the Board until repaid by the Company at the rate of ten percent (10%) per annum.

Section 7.3 Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 17.4 of this Ground Lease shall state that any third party entering into a contract with the Company for improvements to be located on the Property, 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 Company.

## ARTICLE 8 AUDITS

Section 8.1 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 Company. 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 Company.

## ARTICLE 9 INDEMNIFICATION

Section 9.1 Indemnification by the Company. Excluding the acts or omissions of the Board, its employees, agents, or contractors, the Company 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 Company's construction or operation 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 Company and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably 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 Company 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 9.2 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.

## ARTICLE 10 TERMINATION, DEFAULT AND REMEDIES

Section 10.1 Events of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Company under this Ground Lease:

(a) The Company 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 Company's receipt of written notice from the Board of such failure.

(b) The taking by execution of the Company's leasehold estate for the benefit of any Person.

(c) The Company shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Company under the terms and provisions of this Ground Lease if 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 Company takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(d) The Company, 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 10.2 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 10.3 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground Lease to the contrary, 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 Company hereunder, the Board shall have the right to terminate the Company's right to occupancy of the Property, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Property and to re-let the Property or take possession in its own right for the remaining Term of the Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Company 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 to the new lessee of the Property 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 Company's obligations under the Ground Lease and under any debt incurred by the Company in connection with the construction of the Facilities.

Section 10.4 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 11 TITLE TO THE FACILITIES

Section 11.1 Title to Facilities. Title to the Facilities as they are constructed and upon completion thereof shall be vested in the Board upon termination of this Ground Lease. All furniture, fixtures, equipment, and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of the Ground Lease whether such termination is by expiration of the Term or an earlier termination under any provision of this Ground Lease.

## ARTICLE 12 CONDEMNATION

Section 12.1 Condemnation. Upon the permanent Taking of all the Property and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Company 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 Company shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 12.2 Partial Condemnation if Facilities Lease is No Longer in Effect. Upon a temporary Taking or a Taking of less than all of the Property and the Facilities, the Company, at its election, may terminate this Ground Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. 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 Property and the Company decides not to terminate this Ground Lease, the Board and the Company 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 Property and/or Facilities.

Section 12.3 Payment of Awards. Upon the Taking of all or any portion of the Property or the Facilities during the Term, (a) the proceeds of the Award allocable to the value of the Facilities shall be disbursed to the Company, (b) the Board shall be entitled (free of any claim of the Company) to the Award for the value of the Board's Interest in the Property (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Board's Interest) and (c) the Company shall be entitled to the Award for the value of the Company's interest in the Property under this Ground Lease that is the subject of the Taking.

## ARTICLE 13 ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION'S INTEREST

Section 13.1 Assignment of Leasehold Interest. Except as expressly provided for in this Ground Lease, the Company shall not have the right to sell or assign the leasehold estate created by this Ground Lease or the other rights of the Company hereunder to any Person without the prior written consent of the Board.

Section 13.2 Transfers of the Company's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Company's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Company hereunder and shall be subject to the terms and provisions of this Ground Lease.

ARTICLE 14  
COMPLIANCE CERTIFICATES

Section 14.1 The Company's Compliance. The Company agrees, at any time and from time to time upon not fewer than thirty (30) days prior written notice by the Board, to execute, acknowledge, and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying: (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants, or conditions hereof upon the part of the Company to be performed (and if so specifying the same); (c) the dates to which the Rent and other charges have been paid; 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 purchaser of the Board's Interest or by any other Person.

Section 14.2 The Board's Compliance. The Board agrees, at any time and from time to time, upon not fewer than thirty (30) days prior written notice by the Company, to execute, acknowledge, and deliver to the Company a statement in writing addressed to the Company or to such other party as the Company 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); (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 (and permitted) assignee, sublessee, or mortgagee 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 15  
TAXES AND LICENSES

Section 15.1 Payment of Taxes. The Board shall pay, and, upon request by the Company, 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 Board's Interest in the Property. The Company shall pay, and, upon request by the Board, 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 Company's interest in the Facilities or upon any of the Company's property used in connection therewith. The Board and the Company 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 and the Company to pay taxes and fees under this Section 15.1 shall apply only to the extent that the Board or the Company are 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 Company agree to cooperate fully with each other to the end that tax exemptions available with respect to the Property and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 15.2 Contested Tax Payments. The Board and the Company shall not be required to pay, discharge, or remove any such taxes or assessments so long as the Board or the Company is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested.

ARTICLE 16  
FORCE MAJEURE

Section 16.1 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Company, the Company 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 Company shall within ten (10) days after the Company is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE 17  
MISCELLANEOUS

Section 17.1 Nondiscrimination, Employment and Wages. Any discrimination by the Company 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 17.2 Notices. Notices or communications to the Board or the Company 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  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
Attention: Vice President of Business and Finance

with copies to:

Louisiana Tech University  
Post Office Box 3164  
Ruston, Louisiana 71272  
Attention: Vice President of Business and Finance

and

Louisiana Tech University  
Post Office Box 3168  
Ruston, Louisiana 71272  
Attention: Legal Counsel

If to the Company:

Tech Pointe II, L.L.C.  
Post Office Box 3183  
Ruston, Louisiana 71272  
Attention: General Counsel

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 either 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 17.3 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 Company.

Section 17.4 Memorandum of Ground Lease. Neither the Board nor the Company shall file this Ground Lease for recordation in Lincoln Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof, the Board and the Company agree to execute in recordable form a memorandum of this Ground Lease in the form of Exhibit B attached hereto. Such memorandum shall be filed for record in Lincoln Parish, Louisiana.

Section 17.5 Legal Proceedings.

(a) If either party is required to commence legal proceedings relating to this Ground Lease, each party shall be responsible for its own legal expenses.

(b) The Company waives trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Ground Lease against the other on any matters whatsoever arising out of or in any way connected with this Ground Lease, the relationship of the Company and the Board, or any other Claims arising hereunder.

Section 17.6 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 Ruston, Louisiana.

Section 17.7 Warranty of Peaceful Possession. The Board covenants that the Company, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Company, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Property during the Term and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Company's right to such occupancy, use, and enjoyment and the title to the Property against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease.

Section 17.8 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 Property usable for the Company's purpose shall be undertaken, in the Company's sole discretion, at no expense to the Board. The Company shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Company to make the Property usable for the Company's purpose.

Section 17.9 Non-waiver. No waiver by the Board or the Company 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 Company to insist in any one or more cases upon the strict performance of any of the covenants of the 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 Company 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 17.10 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 the 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 construction 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 Ruston, Louisiana).

**Section 17.11 Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be declared an original.

**Section 17.12 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 Ground Lease shall not be affected thereby.

**Section 17.13 Authorization.** By execution of this Ground Lease, the Company and the Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the 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 17.14 Ancillary Agreements.** In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Property or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Company 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 17.15 Amendment.** No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same is in writing dated on or subsequent to the date hereof and duly executed by the parties hereto.

**Section 17.16 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 17.17 Entire Agreement.** This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Property and contains all of the terms and conditions agreed upon with respect to the Ground Lease of the Property, and 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 17.18 No Merger. There shall be no merger of the leasehold estate created by this Ground Lease with the full ownership estate of the Board in the Property because one party or such party's transferee may acquire or shall hold directly or indirectly (a) full ownership interest in or to the Property and/or (b) any interest in the leasehold estate created by or granted by this Ground Lease, and no such merger shall occur unless all entities having (i) any full ownership interest in or to the Property and (ii) any interest in the leasehold estate created or granted by this Ground Lease, shall join in a written instrument effecting such merger and shall duly record same in the land records of Lincoln Parish, Louisiana.

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[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors for the University of Louisiana System on the \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM:

\_\_\_\_\_  
Print Name: \_\_\_\_\_ By: \_\_\_\_\_  
Dr. Leslie K. Guice, Board Representative

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

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of Tech Pointe II, L.L.C., on the \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES:

TECH POINTE II, L.L.C.:

\_\_\_\_\_  
Print Name: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_

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

STATE OF LOUISIANA

PARISH OF LINCOLN

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

DR. LESLIE K. GUICE

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 a duly appointed 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:

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

By: \_\_\_\_\_  
Dr. Leslie K. Guice, Board Representative

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

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Notary ID/Bar Roll No. \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF LINCOLN

BE IT KNOWN, that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

\_\_\_\_\_

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/she is the \_\_\_\_\_ of Tech Pointe II, L.L.C. (the "Company"), and that the aforesaid instrument was signed by him/her, on this date, on behalf of the Company and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Company.

WITNESSES:

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

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

Notary ID/Bar Roll No. \_\_\_\_\_

My Commission Expires \_\_\_\_\_

EXHIBIT A  
PROPERTY DESCRIPTION

Attached

**EXHIBIT B  
FORM OF MEMORANDUM OF LEASE**

STATE OF LOUISIANA

§

§ KNOW ALL MEN BY THESE PRESENTS:

PARISH OF LINCOLN

§

**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 Tech Pointe II, L.L.C. ("Lessee").

**RECITALS**

A. Lessor and Lessee have entered into a Ground and Buildings Lease Agreement dated as of \_\_\_\_\_, 2019 (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").

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 Ground Lease.

**LEASE TERMS**

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

1. The term of the Ground Lease commenced on October 15, 2019 and shall continue until midnight on October 14, 2019, unless sooner terminated or extended as provided in the Ground Lease.

2. Additional information concerning the provisions of the Ground Lease can be obtained from the parties at the following addresses:

Lessor: Board of Supervisors for the University of Louisiana System  
1201 North 3rd Street, Suite 7300  
Baton Rouge, Louisiana 70802  
Attention: Vice President of Business and Finance

Lessee: Tech Pointe II, L.L.C.  
P.O. Box 3183  
Ruston, Louisiana 71272  
Attention: General Counsel

**C. NOTICE TO THIRD PARTIES: ANY THIRD PARTY ENTERING INTO A CONTRACT WITH LESSEE FOR IMPROVEMENTS TO BE LOCATED ON THE LAND, OR ANY OTHER PARTY CLAIMING UNDER SAID THIRD PARTY, SHALL BE ON NOTICE THAT NEITHER LESSOR NOR LESSOR'S PROPERTY SHALL HAVE ANY LIABILITY FOR SATISFACTION OF ANY CLAIMS OF ANY NATURE IN ANY WAY ARISING OUT OF A CONTRACT WITH LESSEE.**

This Memorandum is executed for the purpose of recordation in the public records of Lincoln Parish, Louisiana in order to give notice of all the terms and provisions of the Ground Lease and is not intended and shall not be construed to define, limit, or modify the Ground 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 Ground Lease and this Memorandum shall be deemed to constitute a single instrument or document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON THE FOLLOWING PAGES]



THUS DONE AND PASSED on the \_\_\_\_ day of \_\_\_\_\_, 2019, in Ruston, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with \_\_\_\_\_, \_\_\_\_\_ of Tech Pointe II, L.L.C., and me, Notary.

WITNESSES: TECH POINTE II, L.L.C.:

\_\_\_\_\_  
Print Name: \_\_\_\_\_ By: \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Notary ID/Bar Roll No. \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

THUS DONE AND PASSED on the \_\_\_\_ of \_\_\_\_\_, 2019, in Ruston, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM:

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

By: \_\_\_\_\_  
Dr. Leslie K. Guice, Board  
Representative

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

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Notary ID/Bar Roll No. \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

EXHIBIT C  
LOCATION MAP DENOTING LOUISIANA RESEARCH PARK AREA  
AND PROPERTY LOCATION