

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

FACILITIES PLANNING COMMITTEE

October 22, 2020

Item G.1. Louisiana Tech University's request for approval to name a new wing in the College of Business the "Cox Family Atrium."

EXECUTIVE SUMMARY

The Louisiana Tech University College of Business seeks approval to name a new wing in the College of Business the "*Cox Family Atrium.*"

The 20,000-square-foot new addition will accommodate growth; will have integrated technology for teaching and discovery; and will allow the University to immerse its students in an engaging, learning environment that emphasizes the value of collaboration and focuses on hands-on business problem solving. The new facility, along with the current building, will be a centerpiece of Louisiana Tech's campus and a source of pride for students, alumni, and the entire University community.

At the request of the Cox family, the University asks that this Atrium is named in memory of Orville "O.D." Cox, who supported education. Although he was not able to attend college, he encouraged his son, Jeff, to attend. Because of the sacrifices made by O.D. to build a thriving business, not only did his son graduate with a B.S. in Finance from Louisiana Tech University, but also his granddaughter, Gabrielle, graduated from Tech with a degree in History and his grandson, Stephen, graduated with a Master's in Business Administration. Because of the dream to attend college that one man had, two generations have been able to earn degrees from Louisiana Tech.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to name a new wing in the College of Business the "*Cox Family Atrium.*"



LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

September 25, 2020

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

Please find attached a request for approval to name a new wing, within the College of Business, the Cox Family Atrium, in memory of Orville "O.D." Cox.

The 20,000-square-foot new addition will accommodate growth, provide integrated technology, and allow an immersive experience for students.

The family of Mr. Orville "O.D." Cox have shown tremendous support to the advancements associated with the College of Business.

Your approval of this contract if very much appreciated.

Sincerely,

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

Leslie K. Guice
President

mjl
Attachments



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 8, 2020

Ladies and Gentlemen of the Board of Supervisors for the University of Louisiana System:

We are extremely grateful for your support of the College of Business new wing. The 20,000-square-foot new addition will accommodate growth; will have integrated technology for teaching and discovery; and will allow us to immerse our students in an engaging, learning environment that emphasizes the value of collaboration and focuses on hands on business problem solving. The new facility, along with the current building, will be a centerpiece of Louisiana Tech's campus and a source of pride for students, alumni and the entire University community. Thank you again for your investment in the College of Business and Louisiana Tech University.

Louisiana Tech University College of Business seeks approval from the University of Louisiana Board of Supervisors to name the following room in the College of Business new wing:

COX FAMILY ATRIUM

This Atrium is named in memory of Orville "O.D." Cox. O.D. was born in 1927, a few years before the beginning of the Great Depression in Cotton Valley, Louisiana. Due to the Great Depression, O.D.'s father was forced to close his business and the family was relegated to farming and hunting for their food. O.D. was a strong-willed achiever. During the tumultuous times of growing up in the Great Depression, he was able to earn his Eagle Scout Badge with the Boy Scouts of America. This achievement was a source of great pride for him the rest of his life.

After graduating from Cotton Valley High School, O.D. married Dorothy Addison from Leton, Louisiana and they had their first child. O.D. had been working for the oil refinery in Cotton Valley but wanted to continue his education in college. He drove to Louisiana Tech University and attempted to enroll in the Business College. Unfortunately, based on his income and his duties of supporting a new family, he could not afford to attend college.

O.D. left Louisiana Tech and the oil refinery and started selling insurance. After a few years of doing this, he started buying cemeteries. Eventually, he owned cemeteries in Winnfield, Natchitoches, Jonesboro, Shreveport, and Bossier City, Louisiana. These were owned under the name of Affiliated Enterprises, Inc. of which O.D. was the President. The two main cemeteries were Centuries Memorial in Shreveport and HillCrest Memorial in Bossier City, Louisiana.

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

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

AN EQUAL OPPORTUNITY UNIVERSITY

Always the achiever, O.D. began to expand the business in the Shreveport/Bossier City market at HillCrest and Centuries by divesting the company's interest in the Winnfield, Natchitoches, and Jonesboro cemeteries. He added a burial vault manufacturing plant. Later, funeral homes were added long with florists at both locations. He truthfully made all funeral and cemetery needs available in one location saving families countless dollars and providing the convenience of having all funeral needs in one location.

O.D. always believed in hard work and dedication. He believed that a man's word was his bond and a handshake was as good as a contract. He believed that God had provided his family multiple blessings and he was a devout Christian and instilled this value in his family every chance that he had. His two sons, Philip and Jeff, were blessed to be a part of the business with him and Philip was named President of Affiliated Enterprises when O.D. retired.

O.D. also believed in education. Although he was not able to attend college, he encouraged his son, Jeff, to attend. Because of the sacrifices made by O.D. to build a thriving business, not only did his son graduate from Louisiana Tech University with a B.S. in Finance, his granddaughter, Gabrielle, attended Louisiana Tech and graduated with a Degree in History as well as his grandson, Stephen, who graduated with his Masters in Business Administration Degree. Because of the Dream that one man had to attend college, two generations have been able to achieve degrees from Louisiana Tech. As such, we are asking for your approval of the Cox Family's request to name this Atrium to his memory and to the future students whose dreams will make our Nation and World a better place to live.

Your consideration of this request is greatly appreciated.

Sincerely,



Leslie K. Guice
President

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

FACILITIES PLANNING COMMITTEE

October 22, 2020

Item G.2. University of Louisiana at Lafayette's request for approval of a Ground Lease with Ragin Cajun Facilities, Inc. to construct a Photovoltaic Applied Research & Testing Laboratory (PART Lab), as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground Lease with Ragin Cajun Facilities, Inc. to construct a Photovoltaic Applied Research & Testing Laboratory (PART Lab), as authorized by La. R.S. 17:3361.

The PART Lab will be located next to the University's solar farm in the University Common Research Park, which will serve as a vehicle for understanding, creating, and employing solar electric power, as well as provide students with practical experience and better career opportunities in the solar power services sector.

The term of this Ground Lease begins on the Commencement Date and ends upon final completion of the Facilities and acceptance thereof by the Board. The leased property will revert back to the University upon completion of the project. Annual rent for the leased property is \$1.00 per year.

All terms and conditions are established within the attached Ground Lease document.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request for approval of a Ground Lease with Ragin Cajun Facilities, Inc. to construct a Photovoltaic Applied Research & Testing Laboratory (PART Lab), as authorized by La. R.S. 17:3361.*

***BE IT FURTHER RESOLVED,** that the University of Louisiana at Lafayette shall develop a Ground Lease between the Board of Supervisors for the University of Louisiana System and the Ragin Cajun Facilities, Inc. The President of the University or his designee shall be authorized to execute the Ground Lease contingent on approvals from UL System staff and legal counsel.*

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



October 1, 2020

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

Dear Dr. Henderson:

This is a request for authority to enter into a Facilities Lease Agreement with Ragin' Cajun Facilities, Inc. to construct a Photovoltaic Applied Research and Testing Laboratory (PART Lab). This lab will be located next to the University's solar farm in the University Common Research Park, which will serve as a vehicle for understanding, creating, and employing solar electric power, as well as, provide students with practical experience and better career opportunities in the solar power services sector.

The Board, with and on behalf of the University, owns the ground on which the Corporation proposed to construct the new PART Lab. The Board deems it advisable that the leased property, defined herein, be leased to the Corporation for the purpose of developing, designing, and constructing the Facilities. The leased property will revert to the University upon completion of the project.

Please place this item on the agenda for the October 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Joseph Savoie', written over the word 'Sincerely,'.

E. Joseph Savoie
President

svc

Attachment

GROUND LEASE

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

RECITALS

- A. The University is a state institution of higher education, a member of the University of Louisiana System, and under the jurisdiction of the Louisiana Board of Regents.
- B. The Corporation is a nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 et seq.), to acquire, construct, develop, manage, lease as lessor or lessee, mortgage and/or convey facilities on the campus of UL Lafayette.
- C. The University plans to construct a Photovoltaic Applied Research & Testing Laboratory (“PART Lab”) to be located next to the University’s solar farm in the University Common Research Park.
- D. The Corporation and the University believe that a shared “vision” for the future of the University and its Facilities enables both organizations to work in tandem to develop the most effective ways to benefit the University and its faculty, students and programs, and likewise to benefit the parish and the state through shared cooperative efforts.

WITNESSETH:

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

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

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

WHEREAS, in order to further these functions of the Board, by the construction of the PART Lab, which will serve as a vehicle for understanding, creating, and employing solar electric power, as well as, provide students with practical experience and better career opportunities in the solar power services sector [PRI](the "Facilities"), the Board deems it advisable that the Leased Property, defined herein, be leased to the Corporation for the purpose of developing, designing, and constructing the Facilities;

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

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall develop and construct the Facilities on the Land leased hereunder;

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

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

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

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

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

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions. In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings:

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

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

“Architect” means the design team of Poché Prouet Associates, LLC, pursuant to the Architect Contract with the corporation, dated _____, 2020.

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

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

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

“Board's Interest” means the Board's ownership interest in and to the Land.

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

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

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

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

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

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

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

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

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

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

“Facilities” shall mean the PART Lab, which will serve as a vehicle for understanding, creating, and employing solar electric power, as well as, provide students with practical experience and better career opportunities in the solar power services sector.

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

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

“Governmental Authority” means any federal, State, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or

hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

“Ground Lease” means this Ground Lease Agreement.

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

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

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

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

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

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

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

ARTICLE THREE **RENT**

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

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

ARTICLE FOUR

USE OF LAND

Section 4.01. Purpose of Lease. The Corporation enters into this Ground Lease for the purpose of leasing the Leased Property from the Board, to develop and construct the Facilities [PR2] for the Board generally in accordance with the Plans and Specifications.

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

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

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

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

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

- A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and

proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground Lease and the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.

- B. Subject to the provisions of this Section 5.01, the Plans and Specifications and all decisions regarding design and construction matters shall be made by the Corporation in consultation with the Architect and the Contractor and with approval of the Advisory Committee. The Corporation shall select all design and construction professionals and contractors (the "Design/Build Team") (all of whom shall comply with licensing requirements of Louisiana law). All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the Plans and Specifications and the form of the Contract for the Facilities.
- C. Changes in work and materials are subject to review and approval of the Advisory Committee; however minor changes in work or materials, not affecting the general character of the Facilities or increasing the cost of development and construction may be made in the Plans and Specifications at any time without the approval of the Advisory Committee, but a copy of the altered Plans and Specifications shall promptly be furnished to the Advisory Committee. The Corporation shall notify the Advisory Committee of any changes in work or materials that require the Advisory Committee's approval and the Advisory Committee shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Advisory Committee to make a determination and to approve or disapprove any changes in work or material.
- D. The parties hereto acknowledge that the Advisory Committee will review and approve the form of the design, construction and improvement contract for the Facilities. After completion of the Facilities, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Facilities during the Term, the Corporation shall submit plans for such remodeling to the Advisory Committee for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration, or remodeling of the Facilities. The Advisory Committee shall either approve or

disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All alterations, renovations or additions to the Facilities undertaken by the Corporation shall be in conformance with all applicable laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

- E. Subject to Force Majeure, the Corporation covenants that the Corporation shall substantially complete construction of the Facilities. Notwithstanding anything to the contrary contained herein, a breach by the Corporation of the covenant set forth in this Section 5.01E shall not be an Event of Default hereunder. The Board shall be entitled to institute an action seeking specific performance of this covenant by the Corporation.
- F. Prior to the Commencement of Construction, the Corporation and the Design/Build Team selected by the Corporation shall meet with the Advisory Committee to coordinate the construction activity under the Contract. Upon Commencement of Construction, the Corporation shall deliver to the Advisory Committee, (1) a copy of the signed contract (“Design-Build Contract”) between the Corporation and the Architect and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the cost of construction set forth in the Design/Build Contract issued by a company qualified, permitted or admitted to do business in the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(C) to be taken by an Owner to protect the premises from any liens related to the design or construction of the Facilities.
- G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by a member of the Design/Build Team hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety of issuing the bond and rules of the governmental authorities regulating the surety.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Advisory Committee and the Contract Monitor, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Advisory Committee and the Contract Monitor in order to verify

reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Advisory Committee.

- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the permitted encumbrances, if any, shown on Exhibit "B" attached to this Ground Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.
- K. The cost of construction of the Facilities shall include all costs necessary for the Contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.
- L. The obligations and liabilities of the Corporation undertaken in this Ground Lease do not give rise to any personal obligation or liability of the officers, directors, members or other persons or entities affiliated with the Corporation.

ARTICLE SIX **ENCUMBRANCES**

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

ARTICLE SEVEN **MAINTENANCE**

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

ARTICLE EIGHT **CERTAIN LIENS PROHIBITED**

Section 8.01. No Mechanic's Liens. Except as permitted in Section 8.02 hereof, the

Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

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

ARTICLE NINE **AUDITS**

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

ARTICLE TEN **INDEMNIFICATION**

Section 10.01 Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

Section 10.02 Indemnification by the Board. To the extent permitted by law, the Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

ARTICLE ELEVEN
TERMINATION, DEFAULT, AND REMEDIES

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

- A. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.
- B. The Taking by execution of the Corporation's leasehold estate for the benefit of any Person.
- C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure within such period and continues such work thereafter diligently and without unnecessary delay, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.
- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or

any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

- E. The commencement by the Corporation of a voluntary case under the federal bankruptcy code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.
- F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) construction for a period of forty-five (45) consecutive days.

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

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

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

ARTICLE TWELVE
TITLE TO THE FACILITIES

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

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

ARTICLE THIRTEEN
CONDEMNATION

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

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

Section 13.03. Payment of Awards. Upon the Taking of all or any portion of the Land and the Facilities (a) the proceeds of the Award allocable to the value of the Facilities shall be

disbursed in accordance with the provisions of the Facilities Lease, and (b) the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Board's Interest).

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

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

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

Section 14.02. Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

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

ARTICLE FIFTEEN
COMPLIANCE CERTIFICATE

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

Section 15.02. The Board's Compliance. The Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Corporation, to execute, acknowledge and deliver to the Corporation a statement in writing addressed to the Corporation or

to such other party as the Corporation shall request, certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, or sublessee or mortgage of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person, as approved by the Board.

ARTICLE SIXTEEN
TAXES AND LICENSES

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

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

ARTICLE SEVENTEEN
FORCE MAJEURE

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

ARTICLE EIGHTEEN
MISCELLANEOUS

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

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

If to the Board:

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

with copies to:

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

If to the Corporation:

David K. Fontenot, Chairman
119 Ridgeway Drive, Ste. B3
Lafayette, Louisiana 70503

with a copy to:

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

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

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

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

Section 18.06. Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Lafayette Parish, Louisiana.

Section 18.07. Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land during the Term and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease and the matters listed on Exhibit "B" attached hereto.

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

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

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

Section 18.11. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

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

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

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

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

Section 18.16. Successors and Assigns. All of the covenants, agreements, terms, and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation

of the University of Louisiana at Lafayette into another educational institution or the Board into another educational management board.

Section 18.17. Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and, with the exception of the extraneous agreements specifically mentioned herein, no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES AND EXHIBITS ON FOLLOWING PAGES*

THUS DONE AND PASSED, on the ____ day of _____, 2020, in the Parish of Lafayette, State of Louisiana, the undersigned party having affixed his signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

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

By: _____
E. Joseph Savoie, Authorized
Representative, Board of Supervisors for the
University of Louisiana System

Notary Public

THUS DONE AND PASSED, on the ____ day of _____, 2020, in the Parish of Lafayette, State of Louisiana, the undersigned party having affixed his signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

Notary Public

EXHIBIT "A"

LEASED PROPERTY

A certain tract of land belonging to the University of Louisiana at Lafayette (formerly The University of Southwestern Louisiana) consisting of 0.59 acres (26,000 sq. ft.) as described herein: Located within the University Common property, and starting from the intersection of the northeast property line at Eraste Landry Road extending 200.0' along the University's existing property line in a southeasterly direction; then turning 90⁰ in a southwesterly direction for a distance of 130.0'; then turning 90⁰ in a northwesterly direction for a distance of 200.0'; then returning along Eraste Landry Road to the point of origin.

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[PR3]

EXHIBIT "B"
PERMITTED ENCUMBRANCES

None.

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

October 22, 2020

Item G.3. **University of Louisiana at Lafayette's** request for approval to demolish the Robert's House Apartment building.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish this facility due to its high maintenance cost and current termite ridden condition. This property was purchased in 2000 by the University for its location to the Main Campus, not for the value of the buildings on site. In addition, the University found the building to be occupied by homeless individuals, which presents a danger to the residents of the main house that is also on that property.

Please refer to the attached summary and photo describing and depicting the building.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request to demolish the Robert's House Apartment building.*

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



October 1, 2020

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

RE: Robert's House Apartment (428006/119) Building Demolition

**Senate District 23 – Page Cortez
House District 44 – Vincent J. Pierre**

Dear Dr. Henderson:

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are required to have a resolution of approval from our governing board.

The above mentioned facility is being demolished because of an on-going termite and maintenance problem. We recently discovered homeless people were occupying this facility, which is a danger to the occupants of the adjacent residence. It will be more costly to repair this facility than its value.

Should you have any further questions, please contact me or Scott Hebert at (337) 482-2001. Please place this item on the agenda for the October 2020 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'E' followed by a loop and a horizontal stroke.

E. Joseph Savoie
President

svc

C: Mr. Mark Moses
Mr. Bruce Janet
Mr. Jerry LeBlanc
Mr. Bill Crist
Mr. Scott Hebert

UL Lafayette Proposed Demolition of One Building

Senate District 23 – Page Cortez

House District 44 – Vincent J. Pierre

Building Name	Robert's House Apartment
State ID Number	428006/119
Construction	Wood Frame
Construction Date	2000 (Acquisition Date)
Square Footage	476 sq. ft.



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

FACILITIES PLANNING COMMITTEE

October 22, 2020

Item G.4. **University of New Orleans'** request for approval to enter into a Lease Agreement with Hynes Charter School Corporation and Friends of Hynes, both not-for-profit corporations, pursuant to the authority vested in La. R.S. 17:3361.

EXECUTIVE SUMMARY

UNO requests approval to enter into a Lease Agreement with Hynes Charter School Corporation and Friends of Hynes, which was developed from the Memorandum of Understanding between both parties approved by the Board of Supervisors in February 2019. The lease agreement to Friends of Hynes will more fully identify the property on the UNO campus in Attachment C- Legal Description of Leased Premises of the lease agreement. Friends of Hynes will design and construct, at its sole cost, a facility to house a Charter School and will execute a sublease with Hynes to provide a quality education for K-8th students in the area. The initial term of the lease is for five years.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Lease Agreement with Hynes Charter School Corporation and Friends of Hynes, both not-for-profit corporations, to proceed with execution of a lease agreement pursuant to the authority vested in La. R.S. 17:3361.*

***BE IT FURTHER RESOLVED,** that University of New Orleans has obtained 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 New Orleans or his or her designee is hereby designated and authorized to execute any and all documents associated with said lease.*

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



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

August 18, 2020

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

Re: Lease Agreement with Friends of Hynes Charter School Corporation

Dear Dr. Henderson,

I am requesting approval to enter into a lease agreement with Friends of Hynes Charter School Corporation to develop, finance, erect, and construct a new school facility for operation of a K-8 public charter school on the University of New Orleans campus.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

CONTRACT OF LEASE

**STATE OF LOUISIANA
PARISH OF ORLEANS**

THIS LEASE AGREEMENT ("Lease" or "Agreement") effective as of the _ day of _____, 2020 (the "Effective Date"), by and between:

The **BOARD OF SUPERVISORS (the “Board”) FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “UL System”)**, a public corporation domiciled in East Baton Rouge Parish appearing herein with and on behalf of the **University of New Orleans (“UNO”)**, represented by Dr. John Nicklow, as authorized by Resolution of the Board adopted on the ___ day of ___, 20___, Attachment A, hereinafter called the "Lessor";

Friends of Hynes Charter School Corporation (the “Corporation”), a non-profit Corporation duly recognized and registered under law, **represented** by William Chauvin, President, as authorized by resolution of said Corporation at a meeting held on the ___ day of ___, 20___, Attachment B, hereinafter referred to as “Lessee”;

WHEREAS, La. R.S. 17:3361 provides that any higher education board in the State may grant a lease of any portion or portions of grounds or campus of any college or university under its supervision and management to any nonprofit corporation for a term as defined by law, not to exceed ninety-nine years;

WHEREAS, Lessor is a Higher Education Board created by the Louisiana Constitution who owns the Leased Premises with and on behalf (as defined below) of UNO, a university under its control and management;

WHEREAS, Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from Lessor, in accordance with the terms and conditions of this Lease;

WHEREAS, Lessee proposes to develop, finance, erect, construct and lease to **Hynes Charter School Corporation (“Hynes”)** a new school facility for operation of a K-8 public charter school (the “**Charter School**”) on the Leased Premises, which will provide important and necessary education services to the residents of Orleans Parish, Louisiana;

WHEREAS, Lessor expects that it will receive benefits from the lease of the Leased Premises to Lessee as a result of, among other things, Lessee providing needed education services to the residents of Orleans Parish, Lessee assuming all maintenance obligations with respect to the Leased Premises that are now currently incurred by Lessor, as further set forth herein, and Lessee and Hynes providing a fifteen percent (15%) enrollment preference for dependent children of full-time employees of Lessor and an

enhanced entrance for Lessor's campus; and

WHEREAS, Lessor intends this Lease to be under the authority and obligations granted to Lessor pursuant to Title 17, Section 3361 of the Louisiana Revised Statutes and in accordance with the provisions of Article VII, Section 14(C) of the Constitution of Louisiana.

WITNESSETH:

Lessor owns a tract of property with improvements located at 2000 Lakeshore Drive, New Orleans, LA 70148, hereinafter referred to as "Lessor's Tract", and Lessee wishes to lease a part thereof. Therefore, the parties enter into this Agreement on the following terms and conditions:

1. **PREMISES.** Lessor agrees to lease and does hereby lease to Lessee and Lessee does hereby agree to lease and does hereby lease from Lessor, delivery and possession of which is hereby acknowledged, at no cost other than those obligations undertaken by Lessee herein, a portion of Lessor's Tract, hereinafter referred to as the "Leased Premises". The Leased Premises shall consist of a portion of the Lessor's Tract, totaling _____ acres, specifically identified in Attachment "C". Lessee's obligations under this Lease are contingent upon Lessee securing financing to construct and operate the Charter School on the Leased Premises that is satisfactory to Lessee in its sole discretion.

2. **TERM.** This Lease is made for an initial term of five years, beginning on the ___ day of ___, 2020 and ending on the ___ day of ___, 2025, or the date of the Lessee receiving approved permanent long-term (meaning financing for at least a 20-year amortization) financing for the Project, whichever comes first. Following the approved financing, the term shall be for a thirty (30) year period with two renewal options of ten (10) years each upon agreement of the Lessor and Lessee.

3. **PARKING.** Lessee will have use of the parking lots identified in Attachment "B" with at least 150 guaranteed adequate parking spaces near the Leased Premises as long as the vehicles have on display a current UNO or Hynes ("Hynes") parking permit. All campus parking rules and regulations will apply.

4. **USE OF PREMISES.** Lessee shall undertake to finance, develop, erect, construct and lease a new school facility for operation of the Charter School on the Leased Premises. Lessee shall comply with all valid laws, ordinances, rules and regulations of the Lessor and of all federal, state, parish and municipal governments which may be applicable to the premises and the Facility, including the maintenance of the sidewalks and grounds adjoining the premises lying within the leased premises and shall not make any use of the Leased Premises in violation of said applicable statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the Leased Premises or increase the fire or insurance hazard by any use thereof.

5. **REPAIRS, UPKEEP AND MAINTENANCE.** Except as otherwise

provided in this Lease, Lessor shall have no duty to Lessee to maintain the Leased Premises or make any repairs, renovations or replacements to the Leased Premises. Except as otherwise provided in this Lease, Lessee, at its sole expense, will maintain the Leased Premises and any improvements of whatever kind placed thereon in good order, condition and repair in conformity with legal requirements.

At the termination of this Lease, by expiration of the term or otherwise, Lessee shall return Leased Premises in as good an order as they were when received.

6. CONTAMINATION OR POLLUTION. Lessor, to the best of Lessor's knowledge, represents and warrants to Lessee that as of the Effective Date, no Hazardous Substances (as hereafter defined) or any other toxic material is present on the Leased Premises, and Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorney's fees, arising out of any breach of the foregoing warranty. Prior to any construction or placement of an improvement of the Leased Premises, Lessee shall first perform at its sole expense a Phase I, and, if expressly recommended by Phase I, a Phase II Environmental Site Assessment of the subject immovable property herein. If a Site Assessment uncovers the existence of Hazardous Substances, and Lessor and Lessee cannot agree on a plan to pay for the remediation of the issue prior to Lessee's construction, then Lessee may terminate this Lease. Thereafter, if Lessor or Lessee becomes aware of the presence of any Hazardous Substance which was on the Leased Premises prior to the Effective Date or if Lessee, or the Leased Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Leased Premises as a result of any Hazardous Substance which was on the Leased Premises prior to the Effective Date, Lessor shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Leased Premises. If Lessor fails to promptly implement and diligently pursue any such repair, closure, detoxification, decontamination, or other cleanup of the Leased Premises, Lessee shall have the right, but not the obligation to carry out such action and to recover all of the costs and expenses from Lessor.

Lessee and their employees or contractors or subcontractors shall use their best efforts to keep Lessor's Tract free from any and all contamination and pollution, whether resulting from any overflow, discharge, spill, or other release of toxic or hazardous substances or otherwise. Lessee agrees to notify Lessor immediately of any and all contamination or pollution that Lessee discovers on or about Lessor's Tract, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about Lessor's Tract irrespective of the cause of such.

Lessee and their employees shall conform to any and all applicable federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all hazardous or toxic substances and shall use their best effort to cause their permittees and invitees to conform thereto, and Lessee will save and hold Lessor harmless for any charge or liability resulting from same.

"Hazardous Substances" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation

and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, The Safe Drinking Water Act and the Occupational Safety and Health Act.

7. **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS.** Lessee shall not construct any improvements on the Leased Premises without first obtaining the written consent of Lessor, which shall not be unreasonably denied. All such improvements constructed by Lessee shall become the property of Lessor upon expiration or termination of this Lease unless Lessor requires removal of all or part of such improvements by Lessee, at Lessee's expense, by providing written notice at least thirty (30) days prior to the expiration or termination of this Lease. Damages, if any, caused by such removal shall be repaired at Lessee's expense. Lessee shall promptly reimburse Lessor for Lessee's pro rata share of any costs, charges or assessments related to any environmental monitoring by any governmental entity or regulatory authority, resulting from Lessee's actions which shall be considered as additional rent.

Prior to the commencement of the construction of the facility and the improvements described herein above, Lessee shall promptly provide Lessor all construction plans to be undertaken or planned in advance and shall provide written notice of all costs and expenses thereof, all purchase orders or agreements, thereafter. Upon request by Lessor, Lessee shall promptly furnish Lessor with copies of all such documents. All construction of improvements shall be done in a thoroughly workmanlike manner and at the sole cost and expense of Lessee, all of which costs and expenses shall be promptly and timely paid by Lessee. The construction plans shall comply with all current building standards, including but not limited to ADA requirements for public facilities.

8. **BONDING OUT LIENS.** In the event a laborer's or material man's lien is filed against Lessor's Tract or any part thereof as a result of said Lessee's construction of improvements, Lessee shall promptly deposit with the Recorder of Mortgages of Orleans Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

9. **ASSIGNMENT AND SUBLEASE.** Except as an assignment or sublease to Hynes as contemplated herein, Lessee shall not have the right to sublease and/or assign any portion of the Leased Premises without the advanced written consent of Lessor.

10. **MORTGAGE RIGHTS.** Lessee shall have the right from time to time during the Term to place one or more mortgages (or otherwise charge or encumber) on Lessee's leasehold interest in this Lease pursuant to the terms of this Section. Any such mortgage, charge or encumbrance sought to be placed upon Lessee's leasehold interest in this Lease shall include therein language, whereby said mortgagee or other attempted security interest holder, including any sub-tenant of mortgagee or other successor, shall agree in the body of the document itself, without reservation, to be bound in the same manner by all of the terms and conditions of the Lease. If Lessee or any successor party

as described herein shall so mortgage its leasehold interest in this Lease, Lessee shall give Lessor prompt written notice of such mortgages and furnish Lessor with a complete and correct copy of each such mortgage, together with the name and address of each mortgagee.

11. INSURANCE.

(a) At all times during the Term, Lessee shall at its sole cost and expense, provide and maintain insurance of the following character:

(i) Lessee shall carry commercial general liability insurance including premises, personal and professional coverage against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises in the amounts of \$1,000,000.00 for bodily injury and personal injury or death or property damage in one occurrence, and \$2,000,000.00 in the aggregate per policy year.

(ii) If any buildings or improvements are located in a special flood hazard area, a policy of flood insurance equal to at least the minimum allowed by the National Flood Insurance Program. This includes property on a flood insurance rate map issued by FEMA as A, AO, A1-30, AE, AH, VO, V1-30, VE, V, ZM, or E. This insurance shall name Lessor and Lessee as loss payees.

(iii) Lessee shall carry business automobile liability insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage: (a) any automobiles, (b) owned automobiles, (c) hired automobiles, (d) non-owned automobiles, and (e) uninsured motorists.

(iv) Lessee shall carry workers' compensation insurance as statutorily required pursuant to any applicable Louisiana law.

The above listed paragraphs list the minimum amounts of insurance that shall be maintained by Lessee. In the event that the minimum insurance amounts as listed above are not sufficient to indemnify, defend, and reimburse Lessor as provided for in this Agreement, Lessee shall nonetheless be required to indemnify, defend, and reimburse Lessor as provided in this Lease.

(b) Prior to or subsequent to the commencement of this Contract of Lease, Lessee, upon demand by Lessor, shall furnish certificates of all insurance policies required in connection with this Agreement as aforesaid, which policies shall be issued to Lessee and/or Lessor, as their interests may appear, together with certificates certifying to Lessor that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this Agreement without notifying Lessor in writing at least thirty (30) days in advance of such cancellation.

(c) Lessee acknowledges that none of Lessee's property in or near the Premises is required to be insured by Lessor.

(d) Should Lessee's insurance be cancelled for any reason, Lessor has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of Lessee, the cost of which Lessee must pay and reimburse Lessor promptly upon demand as additional rent.

12. **DESTRUCTION OF PREMISES.** If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this Lease, the Lessee shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above and at the sole cost to the Lessee.

13. **INDEMNITY.** Except as set forth in Section 6 herein, Lessee's assuming possession of the Leased Premises constitutes an admission that Lessee has examined the Leased Premises and found it to be in good and safe condition at the moment. Lessee agrees to hold Lessor harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused to Lessee or others by any vice or defect of the Leased Premises caused in whole or in part by any act or omission by Lessee. Lessee expressly assumes all such liability, and Lessee agrees to indemnify and hold Lessor harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of Lessor, or to the property of any person whomsoever arising out of the occupancy or use of the Leased Premises.

14. **AMUSEMENT DEVICES AND VENDING MACHINES.** Lessee shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises. Lessee shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises without Lessor's prior consent.

15. **IMAGE REQUIREMENT.** Lessee shall keep the Leased Premises in a clean and orderly condition to the satisfaction of Lessor. Lessee shall not make use of outdoor advertising materials without Lessor's prior consent. Lessee shall keep the Leased Premises in accordance with the image standards required by Lessor.

16. **INSPECTION OF LEASED PREMISES AND OTHER.** The Lessor and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises during regular business hours for any lawful purpose; provided, however, that the foregoing shall be done without substantial interruption to or interference to the educational environment of Lessee. All representatives of Lessor must be escorted by an approved employee of Lessee.

17. **DEFAULT.** Any one or more of the following events shall constitute an Event of Default by Lessee:

(a) If Lessee is adjudicated as bankrupt, and the same is not dismissed within one hundred twenty (120) days after filing.

(b) If Lessee fails to comply with any of the material provisions and/or conditions contained herein and said failure to comply is not cured within thirty (30) days.

(c) If the Leased Premises are abandoned or cease to be actively occupied and used for business purposes for a period in excess of eighteen (18) months. Periods of time during which the Leased Premises is not used due to Hynes not being in session shall not be included in calculating this time period.

(d) If any lien or privilege is imposed or is filed against Lessor's Tract or any portion thereof as a result of any act or omission by Lessee, and such lien or privilege is not removed within thirty (30) days of filing, or in the alternative, if a bond as required in Section 8 herein is not secured by Lessee.

If any event listed above occurs, Lessor shall have the right to cancel this Lease immediately, so long as an Event of Default remains uncured, and retake possession of the Premises by eviction, re-entry or otherwise.

Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor's rights under this Lease. Failure to strictly and promptly enforce any of the conditions of this Lease shall not operate as a waiver of Lessor's rights hereunder.

18. ATTORNEY'S FEES. In the event it should become necessary for Lessor to take any action to enforce any of the terms, covenants, conditions or provisions of this Lease, or to recover any of the amounts due hereunder, except to collect rent or additional rent, Lessee shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by Lessor or Lessee in connection therewith. On claims by Lessor to collect rent or additional rent, Lessee shall pay Lessor's costs and attorney's fees if Lessor prevails as to any portion of such a claim. Should Lessee fail to pay any sums due to Lessor under this Lease, such sums shall bear interest at the rate of twelve percent (12%) per annum from date due until paid.

19. TAXES. All taxes, assessments, and charges which accrue on the Premises, the Facilities or any improvement thereto shall be the obligation of and shall be paid promptly by the Lessee.

20. NOTICES, ETC. All notices, demands and correspondence made necessary by the provisions of this Lease shall be in writing and shall be deemed to be properly given, served or addressed to, if and when delivered by hand and receipt thereof acknowledged or sent by United States mail, registered or certified mail, return receipt requested, directed as follows:

To	University of New Orleans
Lessor:	Office of Auxiliary Services
	Attn: Pat Linn
	University Center, Room 116

2000 Lakeshore Drive
New Orleans, LA 70148

To Lessee
Friends of Hynes
c/o William Chauvin
990 Harrison
Avenue New
Orleans, LA 70124

21. **ENTIRE AGREEMENT, ETC.** This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing signed by the parties hereto and shall be binding upon and insure to the benefits of its successors and assigns of the respective parties. Time is of the essence to this Agreement and the performance of all of the obligations herein. This Agreement shall be governed under the laws of the State of Louisiana.

22. **WAIVER.** The waiver by Lessor of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder. No term, covenant, condition or provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

23. **HOLDOVER BY LESSEE.** If Lessee shall not immediately surrender possession of the Leased Premises upon the expiration of this Lease, Lessee, at the option of Lessor, shall thereafter become a lessee from month-to-month at a monthly rental equal to one and one-tenth times the previous month's rent installment subject to all other conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, and Lessee shall indemnify Lessor against loss or liability resulting from Lessee's delay in so surrendering the Leased Premises including, but not limited to, reasonable attorney's fees and any claim made by a succeeding Lessee founded on such delay.

24. **LESSOR'S RIGHT TO CURE DEFAULTS.** Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee's obligations under this Lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor in curing any default, including, but not limited to, reasonable attorney's fees, together with interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

25. **COMPLIANCE WITH RULES AND REGULATIONS.** Lessee and Lessee's employees, agents, and visitors shall observe and comply with the Rules and Regulations governing conduct of individuals on campus that are annexed hereto and made a part hereof as Attachment "C" and all other reasonable rules and regulations related to individual conduct that Lessor may from time to time adopt. Additional rules and regulations will not be binding on Lessee until Lessor has given Lessee notice of said rules and regulations.

IN WITNESS WHEREOF, this instrument is executed in multiple originals effective the day, month and year first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

WITNESSES TO LESSOR

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
WITH AND ON BEHALF OF THE
UNIVERSITY OF NEW ORLEANS**

By: _____
John W. Nicklow, PhD, PE, PH,
DWRE UNO, President & Board
Authorized Representative

WITNESSES TO LESSEE:

**FRIENDS OF HYNES CHARTER
SCHOOL CORPORATION**

By: _____
William Chauvin, President

ADD Attachment A (ULS authority) and Attachment B (Hynes authority)

Attachment C

Legal Description of Leased Premises

Attachment D

Description of Designated Parking Lots

Attachment E

Copy of Rules and Regulations Governing Conduct of Individuals on
Campus