

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

FACILITIES PLANNING COMMITTEE

February 25, 2021

- Item H.9.** **Northwestern State University’s** request for approval to name the Family and Consumer Sciences Building, an adjoining access road, and courtyard, the “Robert Alost Center for Hospitality Management and Tourism, Alost Circle and Alost Courtyard.”

EXECUTIVE SUMMARY

Northwestern State University (NSU) wishes to name the Family and Consumer Sciences Building, an adjoining access road, and courtyard the “*Robert Alost Center for Hospitality Management and Tourism, Alost Circle and Alost Courtyard.*”

Dr. Alost, former President of NSU who passed away in April of 2020, spearheaded the revitalization of the University during his tenure from 1986 to 1996 following a period when NSU experienced enrollment declines and other difficulties.

Before becoming President of NSU, Dr. Alost served for more than 20 years as a faculty member, department head, and dean at the University. He left NSU in 1982 to become the first director of the Louisiana School for Math, Science and the Arts on the NSU campus before returning to NSU as President in 1986.

Facilities that NSU is requesting to name in memory of Dr. Alost are adjacent to a gymnasium on the Louisiana School campus. This combined initiative by NSU and the Louisiana School would create a lasting memorial to an individual who was a giant in Louisiana education and who had a monumental impact on both Northwestern State University and the Louisiana School for Math, Science and the Arts.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval to name the Family and Consumer Sciences Building, an adjoining access road, and courtyard, the “*Robert Alost Center for Hospitality Management and Tourism, Alost Circle and Alost Courtyard.*”



H.9.

February 4, 2021

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

Re: Approval to Name Academic Building, Adjoining Access Road, and Courtyard

Dear Dr. Henderson:

Northwestern State University is submitting a *Request to Name an Academic Building, Adjoining Access Road, and Courtyard in honor of Former NSU President Dr. Robert Alost* to be placed on the agenda for approval at the February 2021 Board Meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
President

Attachment



January 22, 2021

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

Dear Dr. Henderson:

Northwestern State University is requesting approval by the Board of Supervisors of the University of Louisiana System to name an academic building and adjoining access road and courtyard in honor of former NSU president Dr. Robert Alost.

Dr. Alost, who died in April of 2020, spearheaded the revitalization of the university during his tenure from 1986 to 1996 following a period when NSU experienced enrollment declines and other difficulties.

Before becoming president of Northwestern, Dr. Alost served for more than 20 years as a faculty member, department head and dean at the university. He left NSU in 1982 to become the first director of the Louisiana School for Math, Science and the Arts on the NSU campus before returning to Northwestern as president in 1986.

Facilities that Northwestern is requesting to name in honor of Dr. Alost are adjacent to a gymnasium on the Louisiana School campus that will also be named in his memory. This combined initiative by NSU and the Louisiana School would create a lasting memorial to an individual who was a giant in Louisiana education and had a monumental impact on both Northwestern and the Louisiana School for Math, Science and the Arts.

More detailed information on Dr. Alost and the university's request are included in the attached proposal, which has been approved by the university's Facilities Naming Committee. Please let me know if additional information is needed, and the university expresses appreciation for the board's consideration of this request.

Sincerely,

Dr. Chris Maggio
President

Proposal to pay tribute to Dr. Robert Alost by naming a major academic building, courtyard and access road in his honor. The area of the campus that would be named in memory of the former Northwestern president is adjacent to the Louisiana School for Math, Science and the Arts, which is naming the gymnasium on its campus in his honor. In addition to serving for a decade as president of Northwestern, Dr. Alost was also the first director of the Louisiana School.

Dr. Robert Alost guided Northwestern State University to extraordinary heights in enrollment growth, academic achievement, athletic success, facilities enhancements and other major accomplishments during his tenure as president from 1986 to 1996.

The Louisiana Scholars' College was established under his leadership, and he was at the forefront of the organization of the Department of Creative and Performing Arts. He directed extensive private and public funding to the department to enhance music, theater, dance and art programs that have become a hallmark of excellence at the university.

Enrollment had declined to just over 5,200 when Dr. Alost assumed the presidency of NSU and soared to more than 9,000 during his decade in office. That enrollment growth provided the impetus for the overall revitalization of the university that was attributed to Dr. Alost's dynamic and innovative leadership.

Dr. Alost received bachelor's and master's degrees from Northwestern and earned his doctorate at LSU. He was a member of the Department of Health, Physical Education and Recreation faculty from 1963 until 1968 when he became chairman of the department.

He was elevated to Dean of Education in 1975 and served in that position until 1982 when he moved across campus to become director of the new Louisiana School for Math, Science and the Arts, the nation's first residential secondary school for academically gifted and artistically talented students. Dr. Alost played a major role in the establishment of the school on the NSU campus and directed it for four years before returning to Northwestern as president.

Since his death in April of 2020 at age 85, Northwestern and the Louisiana School for Math, Science and the Arts have developed plans to pay tribute to Dr. Alost for his monumental positive impact on NSU, the Louisiana School and education throughout Louisiana.

The Louisiana School has announced plans to name the gymnasium on its campus in his honor.

Northwestern is proposing to rename the current Family and Consumer Sciences Building on its campus the Robert Alost Center for Hospitality Management and Tourism. The historic structure was built as a Home Economics building in 1946 and was renovated in 2003.

It is appropriate for the building to be named in honor of Dr. Alost, who strongly supported the establishment of hospitality management and tourism programs at NSU. He served on the Board

of Directors of the Natchitoches Tourist Commission and as president of the Natchitoches Parish Chamber of Commerce.

In addition to requesting that the building be named for Dr. Alost, the university also proposes naming the open area in front of the facility the Alost Courtyard and designating the currently-unnamed access road and parking area near the building as Alost Circle.

The courtyard, access road and parking area are adjacent to both the Louisiana School for Math, Science and the Arts gymnasium that is being named for Dr. Alost and the current Family and Consumer Sciences Building at Northwestern that the university proposes to name in his honor.

Naming the NSU building, courtyard and roadway that are all located alongside the LSMSA campus for Dr. Alost would underscore the major role in played in the success of both the university and the Louisiana School.

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

FACILITIES PLANNING COMMITTEE

February 25, 2021

- Item H.10.** Southeastern Louisiana University's request for approval to enter into a Ground Lease with the Southeastern Louisiana University Foundation to establish the Southeastern Interdisciplinary Innovation Center on the second floor of Sims Memorial Library, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

Southeastern Louisiana University is requesting permission to enter into a Ground Lease with the Southeastern Louisiana University Foundation, a non-profit organization, to establish the Interdisciplinary Innovation Center on the second floor of Sims Memorial Library, as authorized by La. R.S. 17:3361. The renovations and enhancements which will include furnishing and equipment of the Innovation Center are estimated at \$500,000.

The Innovation Center will promote multi-disciplinary learning, foster industry partnerships, and drive entrepreneurship. The Center is designed to maximize social and intellectual continuity and expand the potential for developing ideas, advancing prototypes and conducting market analyses and test.

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

Upon completion of the project, the Foundation will execute a donation to the University. The lease will terminate on December 31, 2022, or at such time as donation of improvement is executed, whichever occurs first.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request to enter into a ground lease with the Southeastern Louisiana University Foundation to establish the Interdisciplinary Innovation Center on the second floor of Sims Memorial Library, as authorized by La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that Southeastern Louisiana University 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 Southeastern Louisiana University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease.

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

February 4, 2021

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

Re: Ground Lease Agreement – Southeastern Louisiana University Foundation

Dear Dr. Henderson:

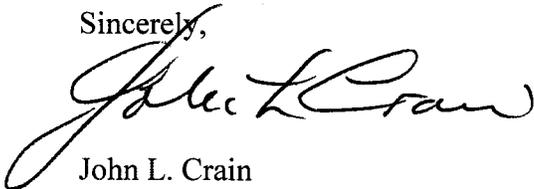
Southeastern Louisiana University is respectfully submitting the following item to be placed on the agenda for approval at the February 2021 meeting of the Board of Supervisors.

Southeastern Louisiana University is requesting permission to enter into a ground lease (copy attached) with the Southeastern Louisiana University Foundation, a non-profit organization, to establish the Interdisciplinary Innovation Center on the second floor of Sims Memorial Library. The cost of renovations and enhancements, which will include furnishing and equipment of the Innovation Center, is estimated at \$500,000.

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

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain
President

Attachment

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

1.1 Lease of Property. Lessor, pursuant to the legal authority of R.S. 17:3361 et seq., in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor (the "Lease") the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Tangipahoa Parish, Louisiana, to-wit:

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

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Leased Property, and for which Lessor is granting this Lease, is for the Tenant to establish the Southeastern Interdisciplinary Innovation Center on the second floor of Sims Memorial Library on the campus of Southeastern Louisiana University, hereinafter the "Project". (See Exhibit A) The new facility warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

**ARTICLE 2
TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 31st day of December 2022 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3
RENT**

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

**ARTICLE 4
WARRANTY**

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

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

**ARTICLE 5
UTILITIES**

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

**ARTICLE 6
MAINTENANCE AND REPAIRS**

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

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

**ARTICLE 12
DEFAULT**

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

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

**ARTICLE 13
NOTICES**

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

Lessor:	Southeastern Louisiana University c/o Sam Domiano Vice President for Administration and Finance SLU 10709 Hammond, LA 70402
Tenant:	Southeastern Louisiana University Foundation Dawn Cantrell Chairperson SLU 10703 Hammond, LA 70402

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

**ARTICLE 14
SURRENDER OF POSSESSION**

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

**ARTICLE 15
SPECIFIC PERFORMANCE**

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

**ARTICLE 16
BINDING EFFECT**

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

**ARTICLE 17
GENDER**

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be _____, 2021.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this _____ day of _____, 2021.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY
FOUNDATION

John Poteet, Chairperson

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

John L. Crain, President
Southeastern Louisiana University

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

Exhibit A-1
Page 1 of 2

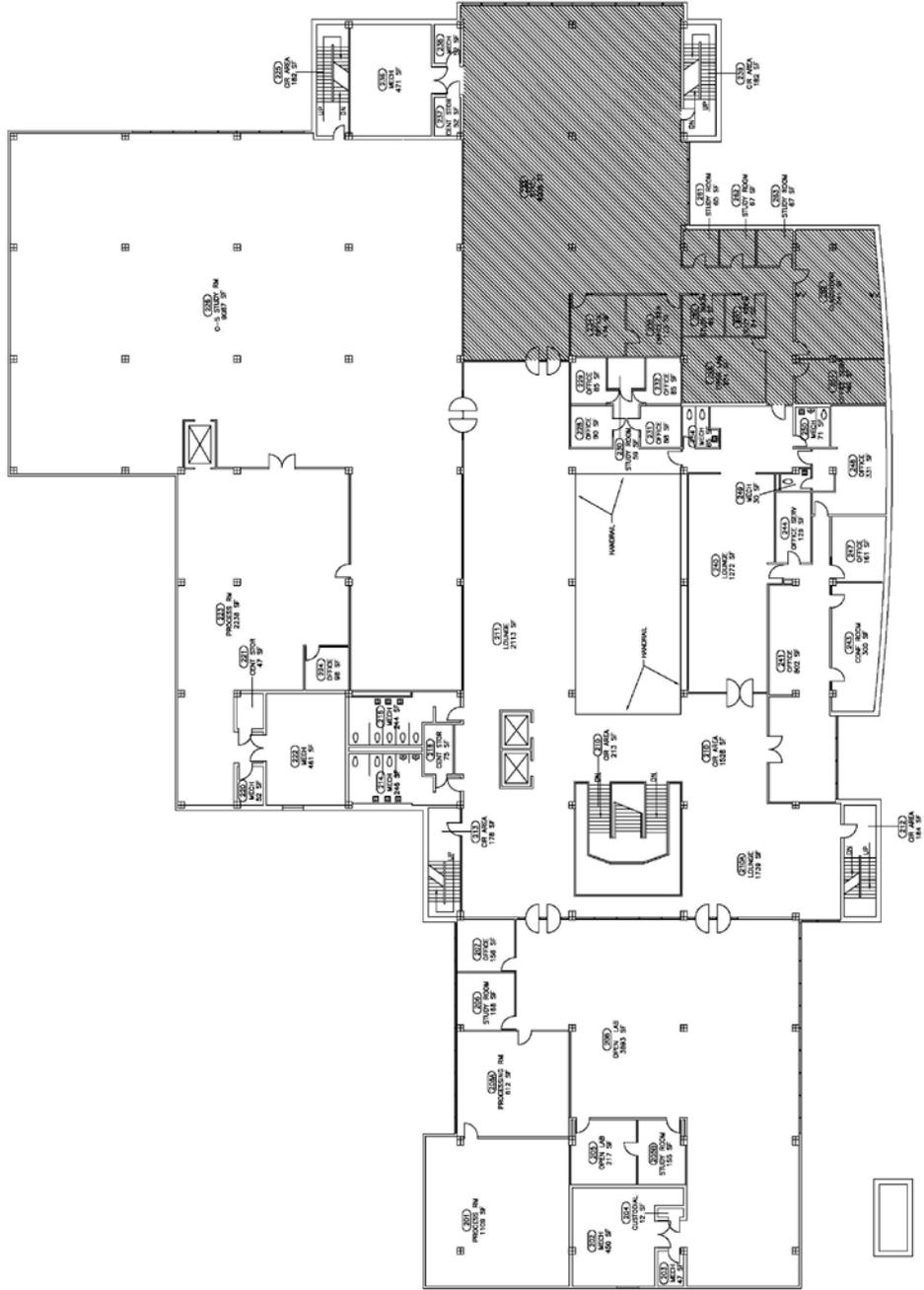


Exhibit A-2
Page 2 of 2

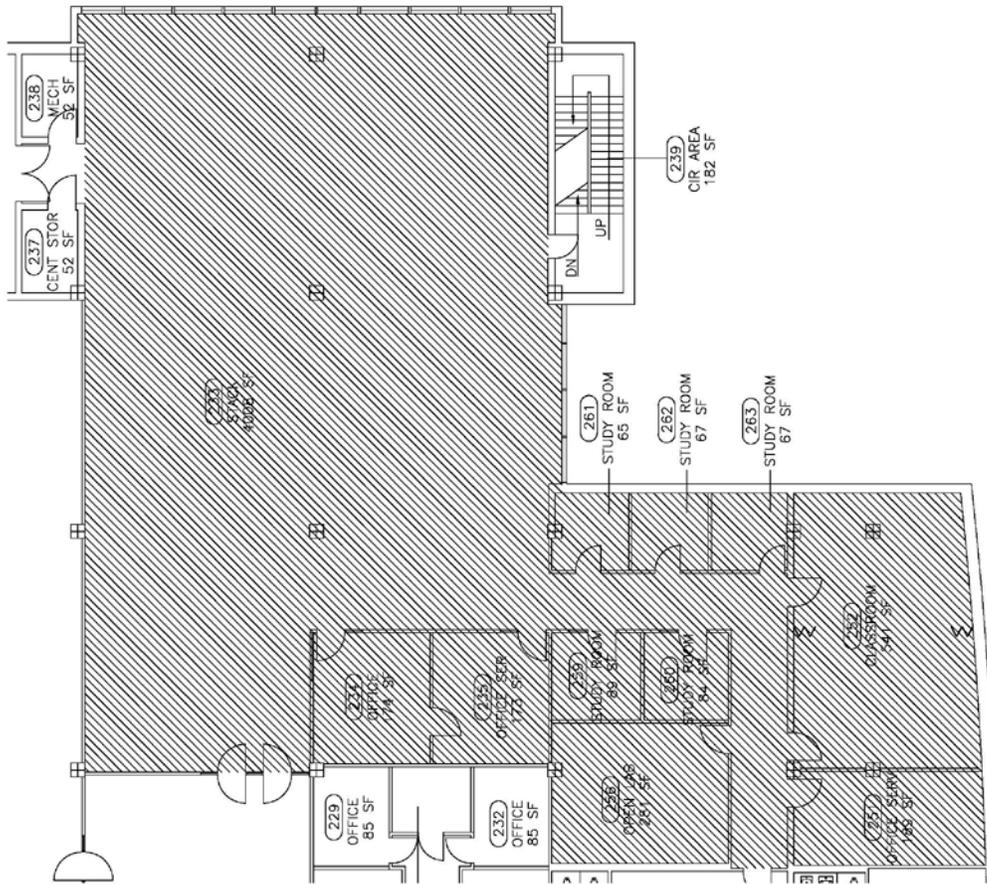


EXHIBIT B

Page 1 of 3

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

EXHIBIT B
Page 2 of 3

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

EXHIBIT B
Page 3 of 3

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

February 25, 2021

Item H.11. University of Louisiana at Lafayette's request for approval to name the soon to be renovated Roy House, the "Broussard Room."

EXECUTIVE SUMMARY

The University wishes to name the soon to be renovated Roy House, the "*Broussard Room*." This request is to honor the Broussard Family's Acadian heritage, and the leadership role played by Joseph Broussard (1702-1765), also known as "Beausoleil." Mr. Joseph Broussard led a group to Louisiana upon their expulsion from Acadia after the British victory in the French and Indian War. Furthermore, Alan and Brenda Broussard are proud alumni of the University. Alan graduated in 1975 and Brenda in 1994. Alan Broussard presently serves as president of the Famille Beausoleil and chairperson of the New Acadia Project Steering Committee. Brenda Broussard is a retired UL Lafayette faculty member.

The Broussard Family's ties to the Acadian heritage and UL Lafayette together with the Center for Louisiana Studies serving as a premiere hub for the study of Louisiana's history and culture present a unique opportunity in which to honor and pay tribute to them within the historic Roy House.

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 name the soon to be renovated Roy House, the "Broussard Room."



February 4, 2021

Université des Acadiens

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 to name the "Broussard Room" in the University of Louisiana at Lafayette's Roy House.

The University wishes to honor the Broussard Family's Acadian heritage, and the leadership role played by Joseph Broussard (1702-1765), also known as "Beausoleil". Mr. Joseph Broussard led a group to Louisiana upon their expulsion from Acadie after the British victory in the French and Indian War. Further, Alan and Brenda Broussard are proud alumni of the University. Alan graduated in 1975 and Brenda in 1994. Alan Broussard presently serves as president of the Famille Beausoleil and chairperson of the New Acadia Project Steering Committee. Brenda Broussard is retired UL Lafayette faculty.

The Broussard Family's ties to the Acadian heritage and UL Lafayette together with the Center for Louisiana Studies serving as a premiere hub for the study of Louisiana's history and culture presents a unique opportunity in which to honor and pay tribute to them within the historic Roy House.

Please place these items on the agenda for consideration at the February 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, consisting of a large, sweeping initial 'E' followed by a smaller, more complex signature.

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

February 25, 2021

Item H.12. University of Louisiana at Lafayette's request for approval to place on the signage of the newly installed softball video board "In Memory of Charles D. "Charlie" Bernard."

EXECUTIVE SUMMARY

The University wishes to place on the signage of the newly installed softball video board "*In Memory of Charles D. "Charlie" Bernard.*" Mr. Bernard was a passionate fan of Ragin' Cajuns Softball. He graduated from USL in 1961 and was a loyal supporter until he passed away. It is the University's request that, in honor of Mr. Bernard's passion and loyalty for Ragin' Cajuns Softball, the video board be named in his memory.

Mr. Bernard's widow, Karen Bernard, made the lead gift of \$125,000 for this softball video board project. Karen Bernard also funded \$3,580 to cover the cost of the signage.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to place on the signage of the newly installed softball video board "*In Memory of Charles D. "Charlie" Bernard.*"



February 4, 2021

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 to name the softball video board in memory of Mr. Charles D. "Charlie" Bernard.

Mr. Bernard was a passionate fan of Ragin' Cajuns Softball. He graduated from USL in 1961 and was a loyal supporter until he passed away. It is the University's request that in honor of Mr. Bernard's passion and loyalty for Ragin' Cajuns Softball, the video board be named in his memory.

Please place these items on the agenda for consideration at the February 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large loop at the end.

E. Joseph Savoie
President

svc

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

FACILITIES PLANNING COMMITTEE

February 25, 2021

Item H.13. University of Louisiana at Lafayette's request to begin the process of an exchange of a parcel of land owned by the University in exchange for property owned by the City of Lafayette, as authorized by La. R.S. 17:3351.

EXECUTIVE SUMMARY

The University wishes to execute an exchange of a parcel of land owned by the University for a parcel of land owned by the City of Lafayette. The Board of Supervisors for the University of Louisiana System, with and on behalf of the University of Louisiana at Lafayette, currently owns certain property bordering generally on two sides by Cajundome Boulevard and Coulee Mine branch (hereinafter referred to as "University Commons"). The City of Lafayette owns certain property at 2001 Johnston Street, currently the site of Fire Station #5.

The University desires to acquire the Fire Station property for the public purpose of expanding its campus, and the City desires to acquire the University Commons property for the public purpose of developing a new central Fire Station.

The Parties wish to execute an Act of Exchange, in compliance with the law. This will include appraisals and environmental impact reports done on both properties, the legal requirement that there be equal value in the exchange with an equalizing payment if necessary, and obtaining all other approvals required for either party to complete the exchange.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request to proceed in negotiation with the City to execute an exchange in full compliance with legal requirements as authorized by La. R.S. 17:3351.*

***BE IT FURTHER RESOLVED,** that the University will prepare the necessary documents for subsequent submission to the Board of Supervisors for the University of Louisiana System, and that University staff, UL System staff, and legal counsel shall assure that all documents conform to statutory and administrative requirements.*

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

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



February 4, 2021

Université des Acadiens

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

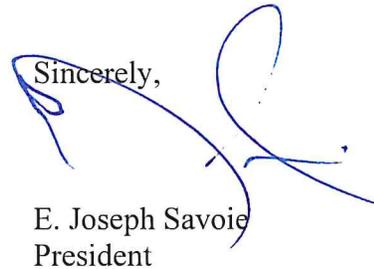
Dear Dr. Henderson:

This is a request for approval to exchange a parcel of land located in the University Commons area with frontage on Cajundome Boulevard, for a parcel of land owned by the City of Lafayette with frontage on Johnston Street that contains Fire Station #5 and borders Board-owned property that houses the Heritage Apartment Complex.

The Board, with and on behalf of the University of Louisiana at Lafayette, currently owns certain property bordered generally on two sides by Cajundome Boulevard and Coulee Mine branch as depicted on the aerial view attached as Exhibit "A". The City of Lafayette currently owns certain property at 2001 Johnston Street, currently the site of Fire Station #5, as depicted on the aerial view attached as Exhibit "B". The University desires to acquire the Fire Station property for the public purpose of expanding its campus, and the City desires to acquire the University Commons property for the public purpose of developing a new central Fire Station.

Appraisals will be obtained for both properties and the exchange will be of equal value to both the City and the University, and an equalizing payment will be made if necessary, pending Legislative approval.

Please place this item on the agenda for the February 2021 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

SVC

Attachments

EXHIBIT "A"

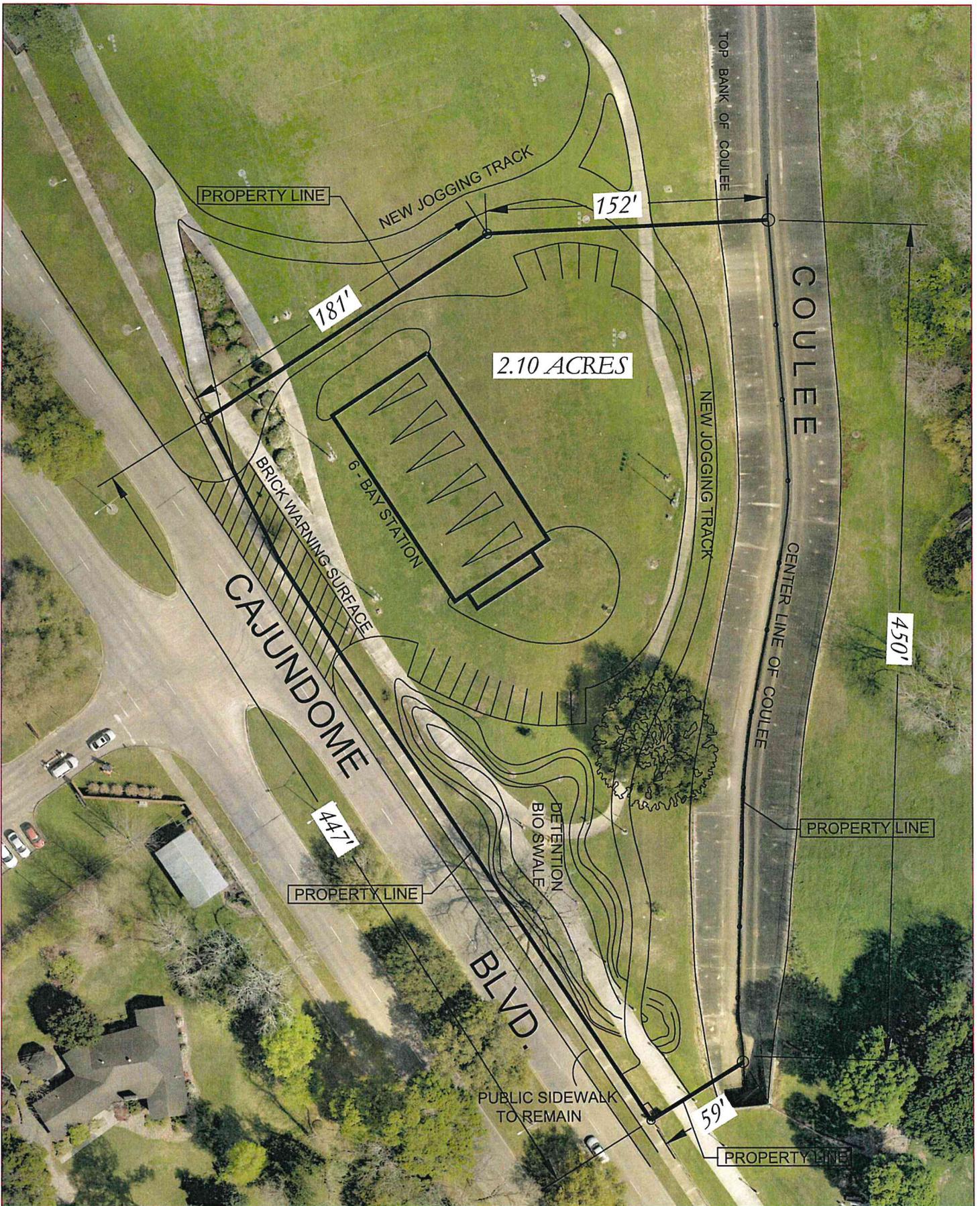




EXHIBIT "B"

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

FACILITIES PLANNING COMMITTEE

February 25, 2021

Item H.14. University of Louisiana at Lafayette's request to lease the Primary Care Clinic to University Hospital and Clinics, Inc., as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University owns a 15,015-square-foot medical office known as the Primary Care Clinic located at 2390 West Congress Street, Lafayette, Louisiana. The University wishes to lease the Primary Care Clinic to University Hospital and Clinics, a Louisiana nonprofit corporation which is an affiliate of Ochsner Lafayette General Health System ("University Hospital") to provide continuing medical services for the community. The space was previously leased to LSU Health Sciences Center, Health Care Services Division, for the operation of the Primary Care Clinic and Pediatric Clinic.

In 2013 Lafayette General Health System partnered with LSU to operate University Hospital, including the continued operation of the Primary Care Clinic. University Hospital agreed to provide the financial resources and support, operational expertise, and other necessary resources to ensure that the hospital would continue to operate and provide healthcare services to the uninsured and high-risk Medicaid populations.

This lease agreement benefits the University and supports its mission to serve the community. In addition to providing an additional source of revenue, it will assist in helping to provide healthcare services to the uninsured and high-risk Medicaid population within the community.

The University desires the Board to authorize the lease of the Primary Care Clinic to University Hospital and Clinics, Inc. for a monthly rental amount to \$16,250 for a term of five years, with permitted extension allowed by law with mutual agreement of the parties. The rental amount is based upon the MAI appraisal by Edward Ware Companies, Inc. dated January 28, 2020.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request to lease the Primary Care Clinic to University Hospital and Clinics, Inc., as authorized by La. R.S. 17:3361.

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

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

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



February 4, 2021

Université des Acadiens

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

Dear Dr. Henderson:

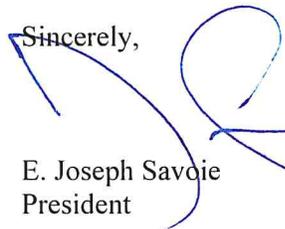
This is a request for approval of the attached Lease between the University of Louisiana at Lafayette and University Hospital and Clinics, Inc.

In 1997, the Lafayette Primary Care Center was constructed on property owned by the University of Louisiana at Lafayette located at 2390 West Congress in Lafayette, Louisiana. It is approximately 15,000 square feet and is adjacent to University Medical Center.

In July 1997, a Cooperative Endeavor Agreement was entered into between Board of Supervisors of LSU through LSU Health Sciences Center, Health Care Services Division, University Medical Center and the University of Louisiana at Lafayette for the joint use of the Lafayette Primary Care Facility. University Medical Center had exclusive use and occupancy of 12,000 feet of the Building in cooperation with LSU for the operation of a Family Practice Residency Program. It would also have the exclusive use of 3,000 square feet of the building for the operation of its Pediatric Clinic. The space was continuously leased to LSU HSC for the operation of the Primary Care Clinic and Pediatric Clinic.

As a result of the public-private partnership of Louisiana's charity hospitals under the Jindal Administration, Lafayette General Health System partnered with LSU in 2013 to operate University Hospital & Clinics, Inc. University Hospital and Clinics, Inc. is a Louisiana nonprofit corporation which is an affiliate of Ochsner Lafayette General Health System. University Hospital agreed to provide the financial resources and support, operational expertise, and other necessary resources to insure that the hospital known as University Medical Center in Lafayette (including associated clinics) would continue to operate and provide health care services to the uninsured and high risk Medicaid populations.

Please place this item on the agenda for the February 2021 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc

Attachment

LEASE
(Primary Care Clinic - Lafayette)

This contract of Lease (“Lease”) is made and entered into effective the 1st day of January 2021 (“Effective Date”) by and between:

BOARD OF SUPERVISORS OF FOR THE UNIVERSITY OF LOUISIANA SYSTEM, THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of University of Louisiana at Lafayette (“University of Louisiana at Lafayette” or “Lessor”), represented herein by Dr. E. Joseph Savoie, University President (“President”); and

UNIVERSITY HOSPITAL AND CLINICS, INC., a Louisiana nonprofit corporation which is an affiliate of Lafayette General Health System (“University Hospital” or “Lessee”),

provides as follows:

WITNESSETH

WHEREAS, The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”); University Hospital; Lafayette General Health System, Inc. (“Lafayette General”);, the Louisiana Division of Administration (the “Division”); and the State of Louisiana by and through the Division have entered into an Amended and Restated Cooperative Endeavor Agreement dated effective May 17, 2013 (as amended from time to time, the “CEA”);

WHEREAS, pursuant to the CEA, University Hospital agreed to provide the financial resources and support, operational expertise, and other necessary resources to ensure that the hospital known as University Medical Center in Lafayette (including associated clinics) would continue to operate and provide health care services to the uninsured and high risk Medicaid populations; and

WHEREAS, University of Louisiana at Lafayette is the owner of certain immovable property with all improvements thereon located at 2390 West Congress, Lafayette, Louisiana, on which is located one of the clinics previously operated by LSU and which was leased to LSU pursuant an interagency lease between UL Lafayette, as lessor, and LSU, as lessee, entered into as of July 11, 2012 (the “Clinic Lease”); and

WHEREAS, pursuant to that certain Agreement of Sublease (Primary Care Clinic - Lafayette), entered into as of the 24th day of June, 2013, by and between LSU and University Hospital, University Hospital subleased from LSU the same primary care clinic that LSU leased from University of Louisiana at Lafayette under the Clinic Lease (the “Clinic Sublease”); and

WHEREAS, the respective terms of both the Clinic Lease and the Clinic Sublease expired on June 30, 2014; and

WHEREAS, University of Louisiana at Lafayette, in furtherance of its commitment of service to the community, including its desire to support the provision of health care services to the uninsured and high risk Medicaid populations served by University Hospital under the terms of the CEA, now desires to enter into this Lease, such that University of Louisiana at Lafayette will lease the primary care clinic directly to University Hospital on the terms and conditions set forth herein;

NOW THEREFORE, in support of the public service mission served by the CEA, it is hereby agreed for and in consideration of the foregoing recitals, which are incorporated into this Lease by reference, and of the terms, conditions and provisions of the CEA, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I.
LEASED PREMISES AND TERM**

For the consideration and upon the terms and conditions hereinafter expressed, University of Louisiana at Lafayette leases all of the property described herein below (the “Leased Premises”) unto University Hospital:

15,015 square feet of usable space located at 2390 West Congress, Lafayette, Louisiana (the “Building”), to be used by the University Hospital as a primary care clinic with adequate parking provided.

University Hospital hereby accepts the Leased Premises, commencing on the Effective Date, for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth herein. The Term of this Lease shall begin on the Effective Date and shall continue until December 31, 2025 (the “Term”). Furthermore, and notwithstanding any other provision in this Lease, this Lease shall also automatically terminate upon the expiration or sooner termination of that certain Lease (University Medical Center), dated May 17, 2013, by and between LSU, as lessor, the Division, the State of Louisiana (through the Division), and University Hospital, as lessee (as amended from time to time, the “Hospital Lease”). University Hospital shall endeavor to provide University of Louisiana at Lafayette with reasonable prior notice of the expiration or sooner termination of the Hospital Lease.

For the purposes of this Lease, the “Effective Date” shall mean the 1st day of January 1, 2021.

**ARTICLE II.
RENT**

Section 2.1 **Monthly Rent.** During the Term, the consideration for the rental of the Leased Premises is the payment by University Hospital to University of Louisiana at Lafayette of a sum equal to **SIXTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$16,250.00)**

DOLLARS per month (the “Monthly Rent”), with Monthly Rent being due and payable no later than the 1st day of each month beginning on January 1, 2021.

Section 2.2 Rent Payments. All Monthly Rent is payable by University Hospital to University of Louisiana at Lafayette at the following address, until notified differently in writing by University of Louisiana at Lafayette: **University of Louisiana at Lafayette, Office of Financial Services, P.O. Box 40400, Lafayette, LA 70504.**

Section 2.3 Net Lease. This Lease is intended to be a net lease, meaning that except for any Monthly Rent abatement rights specifically set forth in this Lease, the Monthly Rent provided for herein shall be paid to University of Louisiana at Lafayette without deduction for any expenses, charges, insurance, taxes, or set-offs whatsoever of any kind, character, or nature; it being understood and agreed to by University Hospital that as between University Hospital and University of Louisiana at Lafayette, University Hospital shall bear responsibility for the payment of all costs and expenses associated with the management, operation, maintenance, and capital renewal of the Leased Premises, including without limitation all costs and expenses described in Article VI hereof. Under no circumstances will University of Louisiana at Lafayette be required to make any payment on University Hospital’s behalf or for University Hospital’s benefit under this Lease, or assume any monetary obligation of University Hospital or with respect to the Leased Premises under this Lease.

Section 2.4 Holdover Rent. Any holding over by University Hospital after the expiration of the Lease Term, shall neither constitute a renewal nor extension of the Lease nor give Lessee any rights in or to such portion of the Leased Premises except as expressly provided herein. Any such holding over to which the University has consented shall be construed to be on a month to month basis, terminable upon thirty (30) days written notice on the same terms and

conditions herein specified insofar as applicable, except that rent per month during such holdover period (“Holdover Rent”) shall be as follows: The Holdover Rent will be one hundred twenty-five percent (125%) of the amount of Monthly Rent for each month that Lessee remains in possession of the premises.

Section 2.5 Consumer Price Index. Lessor shall adjust the rental to reflect the percentage of increase or decrease in the cost of living index as established by the Consumer Price Index for Urban Wage Earners and Clerical Works published by the Bureau of Labor Statistics of the U.S. Department of Labor or any revision or equivalent of any such index published by the U.S. Government which has occurred from the date of this instrument to the date of adjustment; provided, however, that in no event shall consideration of such renewal be less than the consideration paid herein for the original term. This adjustment shall be done in the fourth (4th) year and will be reflected in the January 1, 2024 rental payment, and every five (5) years thereafter in the event of a renewal and shall be cumulative.

ARTICLE III. USE

Section 3.1 Permitted Use. The Leased Premises shall be used and/or occupied by University Hospital for a primary care clinic or for such other use or uses which are not incompatible with a university medical center (including, without limitation, surgical, research, and laboratory facilities) together with any uses that are accessory to any of the foregoing (“Permitted_Use”), and for no other purposes without the prior written consent of University of Louisiana at Lafayette. University Hospital will conduct its business on the Leased Premises in compliance with all federal, state, local and parish rules, laws, ordinances, and governmental regulations, orders, codes, and decrees (collectively, “Law”).

**ARTICLE IV.
SUBLETTING AND ASSIGNMENT**

Section 4.1 No Assignment. Neither party, without the prior written consent of the other party, may assign, mortgage, or otherwise encumber in whole or in part this Lease or any interest therein; provided, Lessee may, with prior written notice to Lessor, but without the consent of Lessor, assign its interest as Lessee under this Lease to a non-profit corporation or low-profit limited liability company, non-profit or low-profit limited liability partnership, or other non-profit legal entity wholly owned, controlled by or under common control with Lessee, or to any non-profit entity that is a successor by merger to the Lessee or that acquires Lessee or all or substantially all of the assets of Lessee, provided that such assignee assumes Lessee's obligations hereunder by operation of Law or agrees to assume in writing Lessee's obligations hereunder without release of Lessee, all in form and substance approved in writing by Lessor.

Section 4.2 No Subletting. University Hospital, without the prior written consent of University of Louisiana at Lafayette, which consent shall not be unreasonably withheld, may not sublease or grant any other rights of use or occupancy of all or any portion of the Leased Premises; provided, Lessee may, with prior written notice to Lessor, but without the consent of Lessor, grant one or more subleases of or grant any other rights of use or occupancy of all or a portion of the Leased Premises to any entity wholly owned, controlled by, or under common control with Lessee, or to any entity that is a successor by merger to the Lessee or that acquires Lessee or all or substantially all of the assets of Lessee.

Section 4.3 Parties Remain Liable. In no event shall any assignment or subletting of all or any portion of the Leased Premises release the assigning or subletting party from any obligations under the Lease, unless such release shall be evidenced by the non-assigning or non-subletting party's express written agreement at the time of the assignment or subletting.

**ARTICLE V.
IMPROVEMENTS AND ALTERATIONS BY UNIVERSITY HOSPITAL**

Section 5.1 University Hospital's Improvements and Alterations. University Hospital shall not make any Major Alteration (defined herein) to the Leased Premises without the prior written approval of University of Louisiana at Lafayette, which approval shall not be unreasonably withheld or delayed. In connection with any requested Major Alteration, University Hospital shall submit to the University of Louisiana at Lafayette an explanation of the work proposed to be carried out, in a level of detail required by the University of Louisiana at Lafayette in its reasonable discretion, and including plans and specifications therefor unless the requirement of such plans and specifications is waived in writing by the University of Louisiana at Lafayette in its reasonable discretion. If the University of Louisiana at Lafayette has not notified the University Hospital of University of Louisiana at Lafayette's approval or denial (with written reasons in the event of a denial) of a request for consent to a Major Alteration within thirty (30) days after receipt by the University of Louisiana at Lafayette of such information as is necessary to describe the Major Alteration in reasonable detail, the University of Louisiana at Lafayette shall be deemed to have approved the request.

(a) A "Major Alteration" is any alteration or other change to the Leased Premises: (i) which is structural in nature; (ii) which would materially change the Leased Premises exterior appearance or structure limit line; (iii) which would materially change or affect the electrical, mechanical, heating, ventilating and air conditioning or utilities systems or routing servicing of the Leased Premises; or (iv) which is estimated in good faith to cost in excess of five hundred thousand dollars and NO/100 (\$500,000.00). Unless otherwise specifically provided herein, all alterations and improvements to the Leased Premises, including, but not limited to, Major Alterations, (collectively, "Improvements") shall be performed by University Hospital at

no cost or expense to the University of Louisiana at Lafayette.

(b) All Improvements shall be made in accordance with La. R.S. 17:3361, et seq. Such Improvements shall not reduce the then fair market value of the Leased Premises, and shall not adversely impact the structural integrity of the Leased Premises. Approval by the University of Louisiana at Lafayette of any Major Alterations shall not constitute any warranty by the University of Louisiana at Lafayette to University Hospital of the adequacy of the design for University Hospital's intended use of the Leased Premises. All work performed for or by University Hospital shall be subject to and in accordance with all federal, state, parish, and city building and/or fire department codes and ordinances. Any required alterations performed in connection with such Improvements to meet said codes and ordinances shall be performed by University Hospital, at University Hospital's expense. All work shall be performed for or by University Hospital in a good and workmanlike manner, and University Hospital shall prosecute the same to completion with reasonable diligence. University Hospital shall complete all Improvements so as not to create any liens or encumbrances against the Leased Premises or University Hospital's leasehold interest or any of the University of Louisiana at Lafayette's property, and University Hospital shall furnish: (i) a clear lien certificate for any Improvements to the Leased Premises; or (ii) any other evidence thereof with respect to any Improvements to the Leased Premises which are not Major Alterations.

Section 5.2 Cost of University Hospital's Improvements. University Hospital shall be solely responsible for the costs of all Improvements to the Leased Premises undertaken by University Hospital pursuant to Section 5.1. All Improvements made to the Leased Premises by University Hospital shall become and remain the property of the University of Louisiana at

Lafayette at the termination of the Lease without any cost to the University of Louisiana at Lafayette.

**ARTICLE VI.
OPERATION, MAINTENANCE, REPAIR, SECURITY AND OTHER SERVICES**

Section 6.1 **Operation.** University Hospital shall be responsible to procure and maintain all services and equipment necessary or required for its use of the Leased Premises.

Section 6.2 **Use.** University Hospital shall procure and maintain all licenses, permits, and accreditation (if any) required for its use of the Leased Premises.

Section 6.3 **Maintenance and Repair.** University Hospital shall, at its sole cost and expense during the Term, maintain the Leased Premises, including all fixtures located therein, and make and perform all maintenance, repairs, restorations, and replacements to the Leased Premises, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevators, telephone, cable and other utility lines, plumbing, fire, sprinkler and security systems, computer service, air and water pollution control and waste disposal facilities, roof, structural walls, sewer lines, including any septic tank and effluent disposal system that may be necessary, and foundations, fixtures, equipment, and appurtenances to the Leased Premises as and when needed to maintain them in as good or better working condition and repair (ordinary wear and tear excepted) as existed as of the Commencement Date, regardless of whether such maintenance, repairs, restorations, or replacements are ordinary or extraordinary, routine or major, foreseeable or unforeseeable, or are at the fault of University Hospital, the University of Louisiana at Lafayette, or some other party, and regardless of by whom such items were placed in the Leased Premises. All maintenance, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class presently located in the Leased Premises. If University Hospital fails to commence such maintenance, repairs, restoration, or

replacements, within sixty (60) days of receipt of the University of Louisiana at Lafayette's notice that such maintenance repairs, restoration, or replacements are necessary (or within such longer period of time as may reasonably be required to commence such work), the University of Louisiana at Lafayette may (but shall not be obligated to) make or cause to be made such repairs, restoration, and replacements, at the expense of University Hospital, and shall be entitled to collect the same from University Hospital within thirty (30) days of written demand by the University of Louisiana at Lafayette.

(a) It is understood and agreed that the University of Louisiana at Lafayette shall not be required at any time to make any improvements, alterations, changes, additions, repairs, or replacements of any nature whatsoever in or to the Leased Premises, or maintain the Leased Premises in any respect whatsoever, whether at the expense of the University of Louisiana at Lafayette, University Hospital, or otherwise.

(b) University Hospital agrees that all Improvements to the Leased Premises constructed by the University Hospital pursuant to this Lease shall comply with the requirements of Title 40, Part V, of the Louisiana Revised Statutes, "EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED," more specifically, sections La. R.S. 40:1731 through 40:1744, and any new or modified requirements imposed to make the Leased Premises accessible to persons with disabilities as would be applicable to LSU or to a state agency.

(c) University Hospital further agrees to make, at its own expense, all changes and additions to the Leased Premises required by reason of any change in Law that occurs after the Commencement Date (subject to obtaining any University of Louisiana at Lafayette approvals that may be required by this Lease), including the furnishing of required sanitary

facilities and fire protection facilities, and University Hospital shall furnish and maintain all fire extinguishers and other equipment or devices necessary to comply with the order of the Louisiana State Fire Marshal; provided however, that in the event of any Major Alterations to the Leased Premises, the written consent of the University of Louisiana at Lafayette must be obtained prior to the commencement of any work in accordance Section 5.1 hereof. University Hospital shall further be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and other safety equipment or devices, or any licenses or permits required by the State Fire Marshal's office. At no expense to the University of Louisiana at Lafayette, University Hospital agrees to comply with any order issued during the Term by the State Fire Marshal's Office within the timeframe mandated by that Office.

(d) University Hospital accepts the Leased Premises in its "as is" condition, that being the condition or state in which the Leased Premises exists on the Commencement Date, without representation or warranty, express or implied, in fact or in Law, oral or written, by the University of Louisiana at Lafayette. The University of Louisiana at Lafayette agrees to preserve all available warranties of workmanship, if any, related to the Leased Premises and agrees to exercise its rights with respect to all such warranties, if any then exist, with reasonable diligence following receipt of written request from University Hospital.

(e) University Hospital further agrees to do, at no expense to the University of Louisiana at Lafayette, painting of the exterior and interior as applicable and as necessary to maintain the Leased Premises in a neat, clean, safe, sanitary, and habitable condition.

(f) University Hospital shall have the sole responsibility of all maintenance and repairs to all equipment operational at the time of occupancy, to the extent needed for its use of the Leased Premises or to the extent necessary to preserve and protect the Leased Premises,

including but not limited to boilers, elevators, HVAC, fire panels, lock and security systems, and the public address system, and shall ensure that all such equipment is properly maintained in clean, safe, and continues in an operable condition.

Section 6.4 Security and Other Services. University Hospital shall provide or cause to be provided all utilities, security service, custodial service, janitorial service, medical waste disposal, trash disposal, pest control services and all other services necessary for the proper upkeep and maintenance of the Leased Premises. University Hospital acknowledges that the University of Louisiana at Lafayette has made no representation or warranty with respect to systems and/or procedures for the security of the Leased Premises; any persons occupying, using, or entering the Leased Premises; or any equipment, finishing, or contents of the Leased Premises. It is the sole responsibility of University Hospital to provide for the security of persons on or entering the Leased Premises and/or property located at the Leased Premises, in accordance with reasonable and prudent business practices utilized for similar facilities.

ARTICLE VII. UTILITIES

University Hospital shall arrange and pay for the furnishing of all utilities which are used or consumed in or upon or in connection with the Leased Premises during the Term, including without limitation water, gas, electricity, medical gases, sewerage, garbage, or trash removal, light, heat, cable, internet and telephone, power, and other utilities necessary for the operation of the Leased Premises (“Utility Service”), and all Utility Service shall be obtained in or transferred to University Hospital’s name as of the Commencement Date through the end of the Term. Such payments shall be made by University Hospital directly to the respective utility companies furnishing such Utility Services under such contract or contracts therefor as University Hospital may make. The University of Louisiana at Lafayette shall have no responsibility to University

Hospital for the quality or availability of Utility Service to the Leased Premises, or for the cost to procure Utility Service. The University of Louisiana at Lafayette shall not be in default under this Lease or be liable to University Hospital or any other person for any direct, indirect or consequential damage, or otherwise, for any failure in supply of any Utility Service by the provider of any Utility Service of heat, air conditioning, elevator service, cleaning service, lighting, security, or for surges or interruptions of electricity. All future telephone lines which are an addition to those already present shall be installed at the expense of the University Hospital. University Hospital shall be responsible for providing entrance cable and facilities into the building(s) to the extent not in place as of the Commencement Date to accommodate the telephone, computer, and other electronic needs of the Leased Premises. Conduits of sufficient size to meet future or additional installation requirements of University Hospital will be provided by University Hospital.

ARTICLE VIII. INSURANCE

Section 8.1 University Hospital Responsibility for Insurance Coverage.

University Hospital shall secure and maintain or cause to be secured and maintained at its sole cost and expense:

(a) Special form (formerly known as “all risk”) property insurance, including loss or damage caused by fire, lightning, earthquake, collapse, sewer backup, vandalism and malicious mischief, named storm and flood and storm surge which insurance shall be in an amount not less than one hundred percent (100%) of the full replacement cost of the buildings and improvements on the Leased Premises, without deduction for depreciation, with a deductible amount not to exceed amounts customarily carried by private entities for comparable facilities in the region, and for which said deductible (if applicable) would be paid for by Lessee.

(b) A policy of commercial general liability insurance with respect to the Leased Premises and University Hospital's operations related thereto, whether conducted on or off the Leased Premises, against liability for personal injury (including bodily injury and death) and property damage caused by, attributed to, or incurred in connection in any manner with the lease, use, operation, management, maintenance, replacement or repair of the Leased Premises of not less than five million dollars and NO/100 (\$5,000,000.00) combined single limit per occurrence. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability and water damage legal liability.

(c) A policy of motor vehicle liability insurance for all owned and non-owned vehicles, including rented or leased vehicles with coverage of not less than five million dollars and NO/100 (\$5,000,000.00) combined single limit per occurrence.

(d) With respect to work to construct Improvements undertaken by University Hospital on the Leased Premises, a policy protecting the University of Louisiana at Lafayette against damage caused by demolition, pile or any precarious work, which requirement may be satisfied, at University Hospital's option, as a part of a Builder's Risk policy provided by the contractor for a particular construction project.

(e) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Louisiana to insure employers against liability for compensation under the Labor Code of the State of Louisiana, or any act hereafter enacted as an amendment thereto or in lieu thereof, sufficient to cover all persons employed by University Hospital in connection with its use of the Leased Premises.

(f) Pursuant to the provisions of La. R.S. 40:1299.39, et seq., medical malpractice liability insurance insuring claims arising out of malpractice or negligence occurring

at or related to the Leased Premises in an amount not less than one million dollars and NO/100 (\$1,000,000); provided, however, the coverage will be increased to limits reasonably acceptable to the University of Louisiana at Lafayette and University Hospital if Louisiana law limiting the amount of such Claims is repealed or amended to raise the limits on such Claims.

Section 8.2 Additional Requirements. All insurance required in this Section and all renewals of such insurance shall be issued by companies authorized to transact business in the State of Louisiana, and rated at least A- Class VIII by Best's Insurance Reports or as approved by the University of Louisiana at Lafayette (such approval not to be unreasonably withheld or delayed). All insurance policies provided by University Hospital shall expressly provide that the policies shall not be cancelled or materially altered without thirty (30) days' prior written notice to the University of Louisiana at Lafayette. University Hospital may satisfy its obligation under this Section by appropriate endorsements of its blanket or excess insurance policies.

(b) All policies of liability insurance University Hospital maintains according to this Lease will name the University of Louisiana at Lafayette as an additional insured and the University of Louisiana at Lafayette shall also be named as a loss payee on any property damage insurance. All policies of liability insurance shall provide a waiver of subrogation in favor of the University of Louisiana at Lafayette.

(c) University of Louisiana at Lafayette reserves the right to reasonably request copies of original policies (together with copies of the endorsements naming the University of Louisiana at Lafayette, and any others reasonably specified by the University of Louisiana at Lafayette, as additional insureds). Certificates of insurance and the declaration page for each policy shall be delivered to the University of Louisiana at Lafayette upon occupancy of the Leased Premises and, if requested by the University of Louisiana at Lafayette, from time to

time at least thirty (30) days prior to the expiration of the term of each policy. All insurance required hereby shall provide that any failure of University Hospital to comply with reporting requirement of a policy required hereby shall not affect coverage provided to the University of Louisiana at Lafayette.

(d) All liability policies maintained by University Hospital pursuant to this Lease shall be written as primary policies, not contributing with and not in excess of coverage that the University of Louisiana at Lafayette may carry, if any.

(e) All insurance required hereby shall provide that the insurance companies issuing such required policies shall have no recourse against the University of Louisiana at Lafayette for payment of premiums or for assessments under any form of the policies.

(f) The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the University of Louisiana at Lafayette.

(g) All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

(h) Any deductibles or self-insured retentions must be declared to the University of Louisiana at Lafayette. University Hospital shall be responsible for deductibles and self-insured retentions.

Section 8.3 Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Leased Premises due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, pandemic or epidemic, lockout, war, nuclear explosion, terrorist attack, or otherwise (collectively “Casualty”); or by the taking of all or any portion of the Leased Premises by condemnation, expropriation, or eminent domain proceedings (collectively “Expropriation”)

is expressly assumed by University Hospital. None of the forgoing events shall entitle University Hospital to any abatements, set-offs, or counter claims with respect to payment of its Monthly Rent, or any other obligation hereunder, except as specifically set forth below. Notwithstanding anything else in this Lease to the contrary, the University of Louisiana at Lafayette is not obligated to restore, replace, or repair any damage to the Leased Premises or to the University of Louisiana at Lafayette's fixtures, furniture, equipment, or other personal property, or make any alterations, additions, or improvements to the Leased Premises caused as a result of a Casualty.

Section 8.4 Restoration Obligations. If all or any portion of the Leased Premises is damaged or destroyed by a Casualty, University Hospital may, in its sole discretion, prosecute or cause to be prosecuted the repair, restoration, or replacement thereof, at University Hospital's sole cost and expense. University Hospital may also opt to demolish the damaged or destroyed buildings and construct new replacement buildings or other improvements under the procedures described above in Article V, and in accordance with La. R.S. 38:2212.2; provided, however, that University Hospital shall obtain approval of the University of Louisiana at Lafayette prior to demolishing any building that existed on the Leased Premises when the Lease commenced. The University of Louisiana at Lafayette shall not unreasonably withhold its consent to the demolition. Notwithstanding the foregoing, in the event of a Casualty that results in a loss in excess of fifty percent (50%) of the replacement value of the Leased Premises and that has a material, adverse impact on University Hospital's ability to operate the Leased Premises for the Permitted Use, University Hospital may elect to terminate this Lease by providing written notice of such termination to the University of Louisiana at Lafayette no later than thirty (30) days following such Casualty, in which event University Hospital shall have no obligation to restore or demolish the Leased Premises, but the University of Louisiana at Lafayette shall be entitled to

receipt of the proceeds of University Hospital's property insurance coverage payable as a result of such Casualty.

In the event University Hospital decides not to repair, restore, or replace the Leased Premises for any reason, all insurance proceeds received or payable as a result of such Casualty shall be paid to the University of Louisiana at Lafayette and shall be retained by the University of Louisiana at Lafayette.

Section 8.5 Compensation Award. If the entire Leased Premises shall be taken by Expropriation, this Lease shall terminate as of the date of such taking, in which event, the University of Louisiana at Lafayette shall retain all compensation awarded or paid upon any such taking of the Leased Premises. If any part of the Leased Premises shall be taken by Expropriation, rendering the remaining portion unsuitable for the business of University Hospital, University Hospital may, at its sole option, terminate the Lease. If the Lease is not terminated as provided in this Section 8.5, then the Monthly Rent shall be abated for the balance of the Term remaining in proportion to the portion of the Leased Premises so taken, unless the University of Louisiana at Lafayette, at its sole option, restores the remaining portion of the Leased Premises to a complete architectural unit of substantially like quality and character as existed prior to such taking or conveyance. Notwithstanding anything to the contrary contained herein, all compensation awarded or paid upon a total or partial taking of the Leased Premises shall belong to and be the property of the University of Louisiana at Lafayette without any participation by University Hospital, except that University Hospital shall have the right to receive and shall be paid a portion of the award equal to the increase in value to the Leased Premises resulting from any Improvements made to the Leased Premises by University Hospital. University Hospital shall provide all evidence and documentation to support such allocation at its

sole cost and expense. If a separate award can be made to University Hospital, University Hospital shall have the right to enter a separate claim against the condemning authority, in which event University Hospital shall not participate in the University of Louisiana at Lafayette's award.

**ARTICLE IX.
HAZARDOUS MATERIALS**

Section 9.1 Hazardous Materials. Subsequent to the Commencement Date, University Hospital shall not allow, cause, or permit any Hazardous Materials (as defined below) to be generated, maintained, processed, produced, manufactured, used, treated, released, stored, but not including materials existing in or about the Leased Premises prior to University Hospital's occupancy of the Leased Premises, or disposed of in or about the Leased Premises by University Hospital or its officers, directors, employees, agents, invitees, or sub-lessees, other than those Hazardous Materials usually and customarily used for the Permitted Use, as long as such materials are lawfully stored and used by University Hospital and the quantity of such materials does not equal or exceed a "reportable quantity" as defined in 40 CFR §§ 302 and 305, and as may be amended, and so long as such Hazardous Materials are generated, maintained, processed, produced, manufactured, used, treated, released, stored, or remediated or disposed of in compliance with all Laws applicable thereto. In no event shall University Hospital cause the deposit, release, or discharge of any Hazardous Materials to the soil or groundwater of the Leased Premises in violation of applicable Law subsequent to the Effective Date of this Lease.

(b) In the event that University Hospital causes any violation of applicable Law with regard to Hazardous Materials at the Leased Premises, the University of Louisiana at Lafayette shall have the right to reasonably require that University Hospital engage, at University Hospital's expense, a contractor to remediate or dispose of, in accordance with Law, all

Hazardous Materials used, stored, generated, or disposed of on the Leased Premises subsequent to the effective date hereof. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., or any other Law regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any other hazardous, toxic or dangerous, waste, substance, or material.

(c) University Hospital shall promptly notify the University of Louisiana at Lafayette in writing if University Hospital has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Leased Premises in violation of the Law during the Term. University Hospital shall promptly notify the University of Louisiana at Lafayette, and provide copies following receipt of all written complaints, claims, citations, demands, inquiries, or notices relating to the violation or alleged violation at the Leased Premises during the Term of any Laws pertaining to Hazardous Materials. University Hospital shall promptly deliver to the University of Louisiana at Lafayette copies of all notices, reports, correspondence, and submissions made by University Hospital to the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the Louisiana Department of Environmental Quality (DEQ), the Louisiana Department of Health and Hospitals (DHH), or any other governmental authority concerning the violation or alleged violation at the Leased Premises during the Term of any Laws pertaining to Hazardous Materials.

(d) University Hospital agrees to indemnify, defend (at University Hospital's sole cost), and hold the University of Louisiana at Lafayette, its employees, contractors, and agents harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages; however, University Hospital shall not indemnify for consequential damages on claims brought by the University of Louisiana at Lafayette, or the University of Louisiana at Lafayette's employees), disbursements, or expenses of any kind (including attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against the University of Louisiana at Lafayette or any of them in connection with or arising from or out of University Hospital's violation of any of its obligations set forth in Section 9.1(a).

(e) Nothing herein shall require University Hospital to indemnify, defend, and hold harmless the University of Louisiana at Lafayette, its employees, contractors, or agents for any environmental liability arising from any Hazardous Materials which were present on the Leased Premises prior to University Hospital's occupancy of the Leased Premises.

(f) The provisions of this Section will survive the expiration or earlier termination of this Lease for a period of five (5) years.

ARTICLE X. INDEMNIFICATION

Section 10.1 University Hospital's Indemnification. University Hospital shall indemnify, defend, and hold harmless the University of Louisiana at Lafayette and its board members, officers, and employees, together with any of their respective successors and assigns (collectively, the "University of Louisiana at Lafayette Indemnitees"), from and against any and

all loss, cost, damage, liability, or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit, or judgment brought by or in favor of any person or persons for damage, loss, or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by, or is attributable to University Hospital's use of, and/or activities on, the Leased Premises by University Hospital, its officers, agents, employees, invitees, permittees, contractors, or subcontractors.

Notwithstanding any provision to the contrary contained in this Lease, the University of Louisiana at Lafayette acknowledges that University Hospital's obligation to indemnify and hold any University of Louisiana at Lafayette Indemnitees harmless under this Article shall not extend to any loss, damages, or other claims to the extent arising out of the negligence or willful misconduct of any University of Louisiana at Lafayette Indemnitees.

Section 10.2 University of Louisiana at Lafayette's Indemnification. To the extent authorized by Law, the University of Louisiana at Lafayette will indemnify, defend, and hold harmless University Hospital and its officers, agents, and employees, together with any of University Hospital's permitted successors and assigns, from and against any claims, liabilities, damages, costs, penalties, forfeitures, losses, or expenses (including but not limited to actual attorneys' fees and legal costs) resulting from any injury, loss, or damage to persons or property (including any damage to the Leased Premises) arising out of the actions, omissions, or conduct of the University of Louisiana at Lafayette, its board members, officers, employees, contractors, or subcontracts.

**ARTICLE XI.
TAXES, FEES AND LICENSES**

Section 11.1 Payment of Taxes. University Hospital shall collect (as applicable) and pay to the appropriate collecting authorities all federal, state, and local taxes and fees, which accrue during the Term on or against or with respect to the Leased Premises, University Hospital's Improvements, or the business conducted by University Hospital on the Leased Premises.

Section 11.2 Licenses. University Hospital shall maintain in effect all federal, state, and local licenses and permits required for the operation of the business conducted by University Hospital on the Leased Premises.

ARTICLE XII. DEFAULT BY UNIVERSITY HOSPITAL

Section 12.1 Default. Each of the following shall be an Event of Default by University Hospital (herein "University Hospital Event of Default") under the terms of this Lease:

(a) Failure by University Hospital to pay Monthly Rent to the University of Louisiana at Lafayette on the date on which this payment is due under this Lease, and this failure shall not be cured within five (5) business days after said Monthly Rent is due; provided, however, that the University of Louisiana at Lafayette shall provide written notice and a five (5) business day right to cure for failure to pay rent, but University Hospital shall only be entitled to one (1) late payment notice under this Section 12.1(a), and provided further that a University Hospital Event of Default shall automatically occur if University Hospital fails to pay Monthly Rent to the University of Louisiana at Lafayette on the date on which payment is due under this Lease for a second time during the Term of this Lease in which a written notice of late payment has been delivered, or deemed delivered, to University Hospital under this Lease.

(b) Failure to obtain and maintain all insurance as required under this Lease and/or to furnish to the University of Louisiana at Lafayette evidence thereof and/or evidence of

payment thereof, if the failure is not cured within five (5) business days after delivery of written notice to University Hospital of such violation.

(c) Commencement by University Hospital of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted.

(d) Failure to comply with any of the obligations of this Lease (other than payment of Monthly Rent or obtaining and maintaining insurance) if the failure is not cured within fifteen (15) business days after delivery of written notice to University Hospital of such Lease violation, or such longer period of time as may reasonably be required for University Hospital to cure the violation, provided that University Hospital pursues the cure of the violation with reasonable diligence.

In addition to any other remedies provided by Law and except as otherwise provided herein, the University of Louisiana at Lafayette may, but shall not be obligated to, terminate this Lease during the continuance of a University Hospital Event of Default, provided that in addition to the notice and cure period set forth above, University Hospital also is given, in writing, notice specifying University Hospital's failure and University Hospital fails to correct the alleged failure within fifteen (15) business days following receipt of such additional notice specifying the failure.

ARTICLE XIII. DEFAULT BY UNIVERSITY OF LOUISIANA AT LAFAYETTE

Section 13.1 Default. A default by the University of Louisiana at Lafayette (herein "University of Louisiana at Lafayette Event of Default") will occur under this Lease if the University of Louisiana at Lafayette fails to perform any of its obligations or covenants under this Lease, and such failure is not cured within thirty (30) business days after the University of Louisiana at Lafayette's receipt of written notice from University Hospital of this failure;

however, no University of Louisiana at Lafayette Event of Default will occur if the University of Louisiana at Lafayette begins to cure this failure within thirty (30) business days after its receipt of this notice and continues this cure with reasonable diligence for such period as is reasonably necessary to cure the failure.

**ARTICLE XIV.
NOTICES**

Any and all notice required or appropriate under this Lease shall be in writing and shall be sent by (a) personal delivery; (b) recognized overnight delivery service with proof of delivery; or (c) certified United States mail, postage prepared, receipt requested, to the following addresses:

- If to the University of Louisiana at Lafayette: University of Louisiana at Lafayette
Dr. E. Joseph Savoie
104 E. University Circle
Lafayette, LA 70504

- If to University Hospital: University Hospital and Clinics, Inc.
Attention: David Callecod, President/CEO
1214 Coolidge Blvd.
Lafayette, Louisiana 70503

- If to Lafayette General: Lafayette General Health System, Inc.
Attention: David Callecod, President/CEO
1214 Coolidge Blvd.
Lafayette, Louisiana 70503

- With a copy to: Lafayette General Health System, Inc.
Attention: Gordon Rountree, General Counsel
1214 Coolidge Blvd.
Lafayette, Louisiana 70503

Any such notice or communication shall be deemed to have been given either at the time of delivery, or on the business day on which delivery is refused.

Each party shall promptly inform all other parties in accordance with the Notice procedures set forth above of any changes in personnel or address for the purpose of sending

required notices.

**ARTICLE XV.
MISCELLANEOUS**

Section 15.1 University of Louisiana at Lafayette's Right to Enter Property. The University of Louisiana at Lafayette, directly and/or through its agents, reserves the right to enter the Leased Premises at any time to inspect the property, as long as the University of Louisiana at Lafayette's inspection does not unreasonably interfere with the operation of the proper function of the University Hospital's business. The University of Louisiana at Lafayette shall attempt to provide University Hospital with reasonable advance notice of its intent to inspect the Leased Premises, unless notice is impossible or impractical. University Hospital shall have the right to have a representative accompany the University of Louisiana at Lafayette during such entry and inspection. University Hospital shall not deny the University of Louisiana at Lafayette access to the Leased Premises.

Section 15.2 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties, 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. It is understood and agreed that no provision contained herein nor any employees, agents, members, or shareholders of the parties hereto creates a relationship other than the relationship between the University of Louisiana at Lafayette and University Hospital as Lessor and Lessee. In no event shall University Hospital's officers, directors, employees, or agents be liable for any of the obligations of University Hospital hereunder.

Section 15.3 Waiver. The University of Louisiana at Lafayette and University Hospital agree that either party's failure to insist on strict performance of any term or condition of this Lease shall not constitute a waiver of that term or condition, even if the party accepting or

acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it. No waiver or breach shall affect or alter this Lease but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by either party shall be implied from any omission by the non-defaulting party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

Section 15.4 University of Louisiana at Lafayette's Consent. In any instance in which a party's consent or approval is required under this Lease, then, unless specifically stated otherwise in such provision, such party agrees not to unreasonably withhold, delay, or condition such consent or approval. The University President is the proper individual to give consent on behalf of the University of Louisiana at Lafayette.

Section 15.5 Severability. The provisions of this Lease are severable. Any terms and/or conditions that are deemed illegal, invalid, or unenforceable shall not affect any other term or condition of the Lease.

Section 15.6 Successors and Assigns. This Lease shall be binding on and will inure to the benefit of the parties to this Lease and their respective successors and assigns, provided any such assignment was made in a manner consistent with terms of this Lease.

Section 15.7 Counterparts. This Lease may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the

original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Lease. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Lease shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

Section 15.8 Entire Agreement. This Lease, together with all exhibits attached hereto, sets forth the entire agreement of the parties with respect to the matters set forth herein, and no verbal commitments, except those reduced to writing in this Lease, have any binding effect. Any amendments to this Lease must be reduced to writing and signed by both parties.

Section 15.9 Choice of Law. This Lease and all claims arising out of relating to this Lease shall exclusively be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles, and, in the event of a court proceeding, any such proceeding shall be filed in the Louisiana Fifteenth Judicial District Court for the Parish of Lafayette.

Section 15.10 Provision of Records. Until the expiration of four (4) years after the furnishings of any services hereunder and in the event the services provided by the parties hereunder are valued at Ten Thousand Dollars and NO/100 (\$10,000.00) or more during any twelve (12) month period, the parties shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon the written request of the United States Comptroller General, or any of their duly authorized representatives, all contracts, books, documents, or records that are necessary to certify the nature and extent of any and all charges, costs and payments made or received hereunder.

[The remainder of this page intentionally left blank. Signature page to follow.]

University of Louisiana at Lafayette's Signature Page for Lease
(Primary Care Clinic – Lafayette)

IN WITNESS WHEREOF, the undersigned University of Louisiana at Lafayette has signed its names, on this ____ day of _____, 2021, in the presence of the undersigned competent witnesses:

WITNESSES:

Name: _____
Date: _____

Name: _____
Date: _____

**UNIVERSITY OF LOUISIANA AT
LAFAYETTE:**
BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM,
UNIVERSITY OF LOUISIANA AT
LAFAYETTE

By: _____
Dr. E. Joseph Savoie, President,
University of Louisiana at Lafayette

University Hospital's Signature Page for Lease
(Primary Care Clinic – Lafayette)

IN WITNESS WHEREOF, the parties hereto have signed their names, on this ____ day of _____, 2021, in the presence of the undersigned competent witnesses:

WITNESSES:

Name: _____
Date: _____

Name: _____
Date: _____

UNIVERSITY HOSPITAL:
UNIVERSITY HOSPITAL AND
CLINICS, INC.

By: _____
Name: _____
Title: _____

**2390 West Congress Street
Lafayette, Louisiana**



*Yellow denotes subject. Boundaries are approximate.

