

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

FACILITIES PLANNING COMMITTEE

August 25, 2022

Item G.9. University of Louisiana at Monroe's request for approval to name the University baseball field "Lou St. Amant Field."

EXECUTIVE SUMMARY

The University is requesting approval to name the University baseball field "*Lou St. Amant Field.*" Lou St. Amant served two separate tenures with Northeast Louisiana University (NLU) (renamed the University of Louisiana at Monroe in August of 1999), beginning in 1968 when he served as a Graduate Assistant Baseball Coach through the 1970 season. His first term culminated with an appearance in the National Association of Intercollegiate Athletics (NAIA) World Series. That team finished the season as runner-up in the 1970 NAIA World Series event.

He later returned to NLU in 1976 as a member of Coach John David Crow's original football staff, serving as wide receiver coach. He was also tasked with head coach responsibilities for the baseball program, a position he held for 18 seasons while also teaching classes in the Kinesiology Department. In 1979, Lou left his football duties and became the first "full-time" baseball coach at NLU.

Lou ended his baseball head coaching career with 414 wins including a 1982 Trans America Athletic Conference West Division Championship and 1983 Southland Conference Championship. The 1983 team was the first baseball team from NLU to participate in NCAA Regional Playoffs while Lou was named Louisiana Coach of the Year in addition to conference and regional honors. He also served as the "color analyst" for ULM football radio broadcasts for 25 years further solidifying his recognition among the ULM community.

Lou and his late wife Marilyn have been lifelong contributors to the University with their time, talent, and treasure. To date, the St. Amants have contributed more than \$245,000 to ULM supporting various causes on campus. Most recently, Lou made a "lead" gift in the amount excess of \$100,000 for the purpose of improving the baseball facility.

After more than 54 years of service to the University he continues to attend and support ULM functions, provide wise counsel to staff members, and serve as an ambassador to the community.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name the University baseball field "Lou St. Amant Field."

**Office of the President**

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

August 4, 2022

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve ULM Baseball Field Naming
August 25, 2022 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to name the University baseball field "Lou St. Amant Field". Lou St. Amant held the head baseball coach position for 18 years where he won 414 wins. He led the 1983 team to the school's first ever NCAA Regional Playoffs. That year he was named Louisiana Coach of the Year. Lou most recently made a "lead" gift for the purpose of improving the baseball facilities of \$100,000. Please include ULM's request for approval on the August 25, 2022 Board meeting agenda.

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

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

Sincerely,

Ronald L. Berry, DBA
President

cc: Dr. William Graves, Vice President for Business Affairs
Mr. Michael Davis, ULM Director of Facilities & EHS
Mr. Bruce Janet, UL System Director of Internal and External Audit
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT



Office of the President

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P 318.342.1010 | F 318.342.1019

August 4, 2022

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

Dear Dr. Henderson:

Lou St. Amant served two separate tenures with ULM beginning in 1968 when he served as a Graduate Assistant Baseball Coach through the 1970 season. His first term culminated with an appearance in the NAIA World Series. That team finished the season as runner-up in the 1970 NAIA World Series event. He later returned to ULM in 1976, as a member of Coach John David Crow's original football staff, serving as wide receiver coach. He was also tasked with head coach responsibilities for the baseball program, a position he held for 18 seasons while also teaching classes in the Kinesiology Department. In 1979, Lou left his football duties and became the first "fulltime" baseball coach at ULM.

Lou ended his baseball head coaching career with 414 wins including a 1982 Trans America Athletic Conference West Division Championship and 1983 Southland Conference Championship. The 1983 team was the first baseball team from ULM to participate in an NCAA Regional Playoffs while Lou was named Louisiana Coach of the Year in addition to conference and regional honors.

Lou, and his late wife Marilyn, have been lifelong contributors to the university with their time, talent and treasure. To date, the St. Amants have contributed more than \$245,000 to ULM supporting various causes on campus. Most recently, Lou made a "lead" gift for the purpose of improving the baseball facility in the amount excess of \$100,000.

After more than 54 years of service to the university he continues to attend and support ULM functions, provide wise counsel to staff members and serve as an ambassador to the community.

For these and many other reasons, I am recommending that we consider naming the current baseball playing field the, "Lou St. Amant Field."

Sincerely,

Ronald L. Berry, DBA
President

#TAKEFLIGHT

ULM is a member of the University of Louisiana System • AA/EOE

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

FACILITIES PLANNING COMMITTEE

August 25, 2022

Item G.10. **University of Louisiana at Monroe's** request for approval for the execution of a Grounds Lease Agreement between the Board, acting on behalf of the University, and the Biomedical Research and Innovation Park, a 501(c)3 non-profit organization, in connection with the construction of a biomedical research facility on University property, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe (the University) is requesting the approval of the Board of Supervisors for the University of Louisiana System (Board) for the execution of a Grounds Lease Agreement (Ground Lease) between the Board, acting on behalf of the University, and the Biomedical Research and Innovation Park (BRIP), 501(c)3 non-profit organization, in connection with the financing and construction of a biomedical research facility on University property.

The proposed project will require a lease of land on the University's campus to the Tenant pursuant to the Ground Lease. This land will be leased to Biomedical Research and Innovation Park for one dollar (\$1.00) per year. The facility will be approximately 60,000 square feet of research facility on the leased property. Biomedical Research and Innovation Park will be responsible for designing, building, and maintaining the facility. At the end of the lease term, facility ownership will be transferred to the State of Louisiana as defined in the terms of the agreement.

The building will be located next to ULM's Pharmacy program which will provide additional lab space for researchers, private partner research agreements, student internships, graduate fellowships, and economic development opportunities. Total cost of the project is approximately \$30 million. This year in House Bill 2, Act 117 of the 2022 Regular Session, the legislature approved funding for this project of \$19.5 million in Priority 5 funding (P5 is a non-cash line of credit that provides contracting authority), and other money will come from grants and other entities. Local support is also being provided by the City of Monroe, the Ouachita Parish Police Jury, and the Ouachita Economic Development Corporation. The partnership developing the project includes these entities along with ULM, Louisiana Delta Community College, the City of West Monroe, and the Louisiana Office of Economic Development.

The Grounds Lease Agreements will expire on the last day of August 2072, or at such time as donation of improvements is executed, whichever occurs first.

The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval for the execution of a Grounds Lease Agreement between the Board, acting on behalf of the University, and the Biomedical Research and Innovation Park, a 501(c)3 non-profit organization, in connection with the construction of a biomedical research facility on University property, pursuant to La. R.S. 17:3361.

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

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

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

**Office of the President**

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P 318.342.1010 | F 318.342.1019

August 4, 2022

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve Ground Lease Agreement
August 25, 2022 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with a ground lease agreement between the Board, acting on behalf of the University, and the Biomedical Research and Innovation Park, a 501(3)c non-profit organization, in connection with the construction of a 60,000 square foot research facility. Please find the full details in the executive summary.

In order to expedite the process and for further confirmation on the project, we have include the Board of Regents staff for their knowledge of the project.

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

Sincerely,

Ronald L. Berry, DBA
President

cc: Dr. William Graves, Vice President for Business Affairs
Mr. Michael Davis, ULM Facilities Planning Officer
Mr. Bruce Janet, UL System Director of Internal and External Audit
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT

GROUND LEASE

STATE OF LOUISIANA
PARISH OF OUACHITA

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
with and on behalf of University of Louisiana at Monroe, represented herein by Dr.
Ronald Berry duly authorized by resolution of said Board of Supervisors,

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

BIOMEDICAL RESEARCH AND INNOVATION PARK, a non-profit corporation,
domiciled in Ouachita Parish, Louisiana, with its address of 1801 Auburn Avenue, Suite
1, Monroe, LA 71201, represented herein by its duly authorized representative Joe
Holyfield.

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Ouachita 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 design, build, and maintain an approximately 60,000 sq. foot research facility on the leased property on campus of the University of Louisiana at Monroe, 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 fifty (50) years commencing on the date of execution and ending at midnight on the day of _____ 2072.

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

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

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease, Tenant, 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: University of Louisiana Monroe
Ronald Berry, President
Or Current President
University of Louisiana Monroe
700 University Avenue
Monroe LA 71209
(318) 342-1010

Tenant: Biomedical Research and Innovation Park
Joe Holyfield, Chairman of the Board
Or Current Board Chair
1811 Auburn Avenue Suite 1
Monroe LA 71201

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 _____, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Monroe, Parish of Ouachita, State of Louisiana on this _____ day of _____, 2022.

WITNESSES:

BIOMEDICAL RESEARCH AND
INNOVATION PARK, INC.

Joe Holyfield, Chairperson

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

UNIVERSITY OF LOUISIANA AT MONORE

Ronald Berry, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

LAND DISTRICT NORTH OF RED RIVER
SECTIONS 53 & 73, T-18-N, R-4-E
OUACHITA PARISH, LOUISIANA

UNIVERSITY OF LOUISIANA SYSTEM
(JUL 2006 PM 0017)

FILE 200A (02-0001)

SPR5600 W-1.1A.B5
(REFERENCE BEARING)

~~LARSEN COMPANY, INC.
(CA 1000, AC 17)~~

SUPPLEMENTARY NOTES

[illegible]

FLOOD ZONE DATA

[illegible]

CERTIFICATION

5-5-21

NOV 71	ADDED TO STATE INVENTORY	FOR
DATE	PREPARATION	BY
REVISIONS		

BOUNDARY SURVEY
A PORTION OF LOT 3, BLOCK 1
STATE OF MISSISSIPPI

LAZENBY
& ASSOCIATES, INC.
ENVIRONMENTAL ENGINEERING & LAND DEVELOPMENT
1001 N. GULF BLVD., SUITE 1000, HOUSTON, TEXAS 77028
(713) 865-1100 FAX (713) 865-1101

10.105 Acre± Tract
Sections 53 & 73, T18N, R4E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 21S019.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Lot 3, Block "A", of State Farm Plaza, as per plat filed in Plat Book 19, Page 174 of the records of Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 5/8" rebar with aluminum cap at the northeast corner of Lot 3, Block "A" of State Farm Plaza, as per plat recorded in Plat Book 19, Page 174 of the records of Ouachita Parish, Louisiana, and the **POINT OF BEGINNING**; proceed South 08°56'00" West along the east line of said Lot 3, a distance of 1,110.85 feet to a set 5/8" rebar at the southeast corner of said Lot 3; thence proceed North 81°04'00" West along the south line of said Lot 3, a distance of 394.91 feet to a set 5/8" rebar; thence proceed North 08°56'00" East, a distance of 365.00 feet to a set 5/8" rebar; thence proceed North 81°04'00" West, a distance of 18.00 feet to a set 5/8" rebar; thence proceed North 08°56'00" East, a distance of 708.30 feet to a set 5/8" rebar on the north line of said Lot 3 and also on the south right-of-way line of Broadmoor Boulevard (60' R.O.W.); thence proceed South 81°04'00" East along the north line of said Lot 3 and the south right-of-way line of Broadmoor Boulevard, a distance of 132.75 feet to a found 5/8" rebar with aluminum cap; thence proceed in a southeasterly direction along the north line of said Lot 3, the south right-of-way line of Broadmoor Boulevard and a curve to the left, an arc distance of 232.95 feet (Radius=1,030.00 feet, Chord= South 87°32'45" East - 232.45 feet) to a found 5/8" rebar with aluminum cap; thence proceed North 85°58'30" East along the north line of said Lot 3 and the south right-of-way line of Broadmoor Boulevard, a distance of 50.48 feet to the **POINT OF BEGINNING**, containing 10.105 acres, more or less, and being subject to all easements, servitudes, and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggan, II, Professional Land Surveyor, dated May 5, 2021.



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

August 25, 2022

Item G.11. **University of Louisiana at Monroe's** request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., to construct a new artificial turf softball field, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI), to construct a new artificial turf softball field. The University will lease the land, as defined in the attached plat, to ULMFI. The property is located at 500 Warhawk Way, Monroe, Louisiana 71209. This land and facilities will be leased to ULMFI for \$1.00 per year.

This project will include sub-surface drainage built to specifications and standards and will install artificial turf as the playing surface. This project will greatly increase the team's ability to compete with conference opponents. This addition will help with recruiting, but more importantly will increase practice and playing time as wet playing conditions will not be an issue. Currently, the outfield drains so poorly that any amount of rain can cancel practice and games. This will be a huge step forward for the program in their ability to prepare and play.

ULMFI anticipates total funding available for the project will be approximately \$800,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded by private donations.

The Grounds and Facilities Lease Agreements will expire when a substantial completion document is signed and all construction is completed.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., to construct a new artificial turf softball field, pursuant to La. R.S. 17:3361.

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

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

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

**Office of the President**

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

July, 27 2022

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve New Softball Field Turf
August 25, 2022 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new softball field that will be an all artificial turf field. The delivery method will be through the approved 3rd Party Process and will include a grounds lease with the ULM Facilities Corporation. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the August 25, 2022 Board meeting agenda.

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

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

Sincerely,

Ronald L. Berry, DBA
President

cc: Dr. William Graves, Vice President for Business Affairs
Mr. Michael Davis, ULM Facilities Planning Officer
Mr. Bruce Janet, UL System Director of Internal and External Audit
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT

GROUND and FACILITIES LEASE AGREEMENT

by and between

Board of Supervisors for the University of Louisiana System,
on behalf of the **University of Louisiana at Monroe**
(As Lessor)

and

University of Louisiana Monroe Facilities, Inc.
(As Lessee)

Dated as of August 25, 2022

in connection with:

SOFTBALL FIELD TURF on the campus of the
University of Louisiana at Monroe

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GROUND AND FACILITIES LEASE AGREEMENT

This GROUND AND FACILITIES LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “**Ground and Facilities Lease**”) dated as of August 25, 2022, is entered into by and between the Board of Supervisors for the University of Louisiana System (the “**Board**”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Monroe (the “**University**”), which Board is represented herein by Dr. Ronald L. Berry, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (the “**Corporation**”).

W I T N E S S E T H

WHEREAS the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to La. R.S. 17:3217.

WHEREAS the Corporation is a private nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201, *et seq.*), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University.

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University (the “**Campus**”) provided the Corporation is thereby obligated to construct improvements for furthering the educational, scientific, research or public service functions of the Board.

WHEREAS, in order to further these functions of the Board, by development of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of constructing drainage and installing artificial field turf on the softball field on the ULM campus for the ULM student athlete softball team.

WHEREAS, the Board and the Corporation have agreed to enter into this Ground and Facilities Lease whereby the Board will lease certain property owned by the Board and located on the Campus to the Corporation.

WHEREAS, the Board and the Corporation have agreed that the Corporation shall construct drainage and install artificial field turf on the ULM campus for the ULM softball team (the “**Facilities**”) on the land leased hereunder which will be owned by the Board as constructed and leased to the Corporation pursuant to this Ground and Facilities Lease. The total project cost is expected to be Eight Hundred Thousand and No/100 (\$800,000.00) Dollars. The Corporation will fund the project and the Ouachita Parish Visitors and Convention Bureau has pledged

payment of Three Hundred Thousand and no/100 (\$300,000.00) Dollars to help pay for this project.

The Corporation will contract directly with a contractor for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the entire construction project.

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

ARTICLE ONE LEASE OF PROPERTY - TERMS OF GROUND AND FACILITIES LEASE

Section 1.01 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the “Land”) more particularly identified on **Exhibit A** attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the “**Facilities**”) and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground and Facilities Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

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

Section 1.03 Term. Unless sooner terminated as herein provided, this Ground and Facilities Lease shall continue and remain in full force and effect for a one (1) year term beginning on August 25, 2022. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on the earlier of (i) August 24, 2023, or (ii) the date of substantial completion of the project (the “**Expiration Date**”). Upon the expiration date of the Ground and Facilities Lease, all of the Corporation’s right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto. In addition to such other defined terms as may be set forth in this Ground and Facilities Lease, the following terms shall have the following meanings:

“**Affiliate**” means, with respect to a designated Person under this Ground and Facilities Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common

control with such designated Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

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

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

“**Board**” means Board of Supervisors for the University of Louisiana System, formerly known as the Board of Trustees for State Colleges and Universities, or its legal successor as the management board of the University, acting on behalf of the University.

“**Board Representative**” means the Person or Persons designated by the Board in writing to serve as the Board’s representative(s) in exercising the Board’s rights and performing the Board’s obligations under this Ground and Facilities Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Assistant Vice President for Facilities Planning, or his or her designee, or the President of the University, or his or her designee, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

“**Board’s Interest**” means the Board’s ownership interest in and to the Land and the Facilities.

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

“**Campus**” means the campus of the University of Louisiana at Monroe.

“**Commencement of Construction**” means the date on which the demolition, excavation or foundation work is begun for the Facilities, which date shall occur after all appropriate approvals are obtained from the University of Louisiana System Board, the Louisiana Board of Regents, and the Louisiana Department of Administration.

“**Commencement Date**” means the effective date of the Ground and Facilities Lease, which is August 25, 2022.

“Construction Contract” means the contract or contracts between the Corporation and the Developer for the design and construction of the Facilities in accordance with the Plans and Specifications.

“Contractor” means a licensed general contractor that constructs all of the improvements as outlined in the Request for Proposal (“RFP”).

“Corporation” means University of Louisiana Monroe Facilities, Inc., a nonprofit corporation organized and existing under the laws of the State for the benefit of the University, and also includes every successor corporation and transferee of the Corporation.

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

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

“Facilities” means the improvements constructed or installed on the land including, but not limited to, the facilities, structures and other improvements, components, and fixtures shown on the Plans and Specifications, and all alterations, repairs, modifications, replacements, or additions thereto.

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

“Governmental Authority” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

“Hazardous Substance” means (a) any “hazardous substance” as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

“Independent Architect” means the architect, engineer, or consultant selected and retained by the Board to inspect the Facilities on behalf of the Board.

“Land” means the real property and improvements thereon more particularly identified on **Exhibit A** attached hereto upon which the Facilities are to be constructed and located, as amended from time to time as authorized hereby.

“OFPC” means the State of Louisiana Office of Facility Planning and Control.

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

“Plans and Specifications” means the plans and specifications for the construction of the Facilities, as implemented and detailed from time to time, as the same may be revised from time to time prior to the completion of the Facilities in accordance with this Ground and Facilities Lease.

“Rent” means the annual rent paid by the Corporation as set forth in Section 3.01 hereof.

“RFP” means the Request for Proposals relating to the selection of a contractor to construct the Facilities.

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

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

“University” means University of Louisiana at Monroe in Monroe, Louisiana.

ARTICLE THREE RENT

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

Section 3.02 Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article Five herein.

ARTICLE FOUR USE OF LAND

Section 4.01 Purpose of Lease. The Corporation enters into this Ground and Facilities Lease for the purpose of developing and constructing the Facilities in accordance with the Plans and Specifications, and except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.02 Benefit of the Board and the University. The Board shall own the Facilities subject to the Corporation's rights under this Ground and Facilities Lease. The Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of the Board and the University.

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

- A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground and Facilities Lease or specifically referenced in this Ground and Facilities Lease.
- B. the waiver by written consent of the Board's right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground and Facilities Lease: and
- C. the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground and Facilities Lease.

ARTICLE FIVE CONSTRUCTION OF THE FACILITIES

Section 5.01 The Corporation's Construction Obligations. The Corporation will develop and construct the Facilities on the Land at its own cost and expense. The Board shall not have any financial obligation or other obligation of any kind under this Ground and Facilities Lease except to review and approve the Corporation's activities and as specifically set forth herein.

- A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit

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

- B. Subject to the provisions of this Section 5.01, all decisions regarding construction matters shall be made by the Corporation, working with the Contractor. The Contractor has been selected as contractor to construct the Facilities in accordance with the RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the form of the Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during construction.
- C. Changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in the Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.
- D. After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either

approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All construction, alterations or additions to the Facilities undertaken by the Corporation shall be in conformance with all current applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital outlay projects. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

- E. Subject to time extensions under the Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of construction of the Facilities to occur on or before December 31, 2022.
- F. Prior to the commencement of construction of the Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the construction costs set forth in the Construction Contract for the Facilities issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(c) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.
- G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor hired by the Corporation shall be for 100% of the amount of the contract with such contractor and shall contain a dual obligee rider in favor of the Board.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of

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

- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground and Facilities Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief, there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.
- K. Except as provided in Section 4.03 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

ARTICLE SIX ENCUMBRANCES

Section 6.01 Mortgage of Leasehold or the Facilities. The Corporation shall not mortgage, lien or grant a security interest in the Corporation's interest in the Land or the Facilities or any other right of the Corporation hereunder without the prior written consent of the Board.

ARTICLE SEVEN MAINTENANCE AND REPAIR

Section 7.01 Maintenance and Repairs. Once this Ground and Facilities Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities.

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

Section 8.01 No Mechanics' Liens. Except as permitted in Section 8.02 hereof the Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Land or the Facilities nor against the Corporation's leasehold interest in the Land or the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's

liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground and Facilities Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

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

ARTICLE NINE OPERATION AND MANAGEMENT OF FACILITIES

Section 9.01 Management of Facilities. Once the Ground and Facilities Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

Section 9.02 Books and Records. The Corporation shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Corporation.

Section 9.03 Audits. During the term of the Ground and Facilities Lease and for sixty (60) months thereafter, the Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

ARTICLE TEN INDEMNIFICATION

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and

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

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

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

ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

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

- A. The Corporation shall fail to pay any sum required to be paid to the Board under

the terms and provisions of this Ground and facilities Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.

- B. The taking by execution of the Corporation's leasehold estate for the benefit of any Person.
- C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground and Facilities Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.
- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.
- E. The commencement by the Corporation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.
- F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) the construction for a period of forty-five (45) consecutive days.

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

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

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

ARTICLE TWELVE TITLE TO THE FACILITIES

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

Section 12.02 Insurance Proceeds. Notwithstanding the fact that title to the Facilities is vested in the Board, if all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "**Casualty**"), during the term of the Ground and Facilities Lease, the proceeds of any insurance received on account of any such Casualty shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

ARTICLE THIRTEEN CONDEMNATION

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

Section 13.02 Partial Condemnation if the Ground and Facilities Lease is in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election, may terminate this Ground and Facilities Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land, and the Corporation decides not to terminate this Ground and Facilities Lease, the Board and the Corporation shall either amend this Ground and Facilities Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03 Payment of Awards if Ground and Facilities Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Ground and Facilities Lease remains in full force and effect, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest and the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground and Facilities Lease that is the subject of the Taking.

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

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

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

Section 14.03 Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the

Corporation hereunder and shall be subject to the terms and provisions of this Ground and Facilities Lease.

ARTICLE FIFTEEN COMPLIANCE CERTIFICATES

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

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

ARTICLE SIXTEEN TAXES AND LICENSES

Section 16.01 Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon the Corporation's interest in the Land or in the Facilities or upon any of the Corporation's property used in connection therewith or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the

payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

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

ARTICLE SEVENTEEN FORCE MAJEURE

Section 17.01 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within thirty (30) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE EIGHTEEN MISCELLANEOUS

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

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

If to the Board:

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

with copies to:

University of Louisiana at Monroe
Library 6th Floor, Suite 623
700 University Avenue
Monroe, Louisiana 71209-2000
Attention: Vice President for Business Affairs

If to the Corporation:

University of Louisiana Monroe Facilities, Inc.
700 University Avenue
Monroe, Louisiana 71209
Attention: Executive Director

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

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

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

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

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

Section 18.07 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the

Term, subject to the Ground and Facilities Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease, and the matters listed on **Exhibit B** attached hereto.

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

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

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

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

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

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

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

Section 18.15 Amendment. No amendment, modification, or alteration of the terms of this Ground and Facilities Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto. No such amendment to this Ground and Facilities Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations as contemplated by the RFP.

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

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

[Remainder of page intentionally left blank. Signatures appear on following page.]

[Signature Page to the Ground and Facilities Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System on the ___ day of August 2022.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Ronald L. Berry, President of the
University of Louisiana at Monroe
and Authorized officer of the Board

Print Name: _____

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the ___ day of August 2022.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

By: _____
Dan W. Robertson, Chairperson

Print Name: _____

[Signature page to the Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of August 2022, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Ronald L. Berry

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the “**Board**”), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

Ronald L. Berry, President of the
University of Louisiana at Monroe and
Authorized officer of the Board

WITNESSES:

Print Name: _____

Print Name: _____

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

[Signature Page to Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of August 2022, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Dan W. Robertson

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe Facilities, Inc. (the “**Corporation**”), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

Dan W. Robertson, Chairperson

WITNESSES:

Print Name: _____

Print Name: _____

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

EXHIBIT B

PERMITTED ENCUMBRANCES

- 1. Any matters that would be disclosed upon receipt of an ALTA survey of the Land.**
- 2. All easements, servitudes and rights of way of record.**
3. General and special taxes or assessments for 2022 and subsequent years not yet due and payable.
4. Terms and conditions of that Ground Lease Agreement dated as of August 25, 2022, evidenced by a Notice of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc., recorded August __, 2022, in Conveyance Book ____, Page ____, File Number ____, official records of Ouachita Parish, Louisiana.

EXHIBIT C

NOTICE OF GROUND LEASE

STATE OF LOUISIANA

§

§

PARISH OF OUACHITA

§

KNOW ALL MEN BY THESE PRESENTS:

NOTICE OF LEASE

This Notice of Lease (this “Notice”) is entered into by and between the Board of Supervisors for the University of Louisiana System (“Lessor”) and University of Louisiana Monroe Facilities, Inc. (“Lessee”).

RECITALS

A. Lessor and Lessee have entered into a Ground and Facilities Lease Agreement dated as of August 25, 2022 and executed _____, 2022 (the “Lease”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly identified on **Exhibit A** attached hereto and incorporated herein (the “Land”).

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

LEASE TERMS

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

1. The term of the Lease commenced on August 25, 2022, and shall continue until midnight on August 24, 2023, unless sooner terminated or extended as provided in the Lease.
2. Any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Board of Supervisors for the University of Louisiana System
1201 North 3rd Street, Suite 7300
Baton Rouge, La 70802
Attention: Assistant Vice President for Facilities Planning

Lessee: University of Louisiana Monroe Facilities, Inc.
700 University Avenue
Monroe, Louisiana 71209-2000
Attention: Chairperson

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

THUS, DONE AND PASSED on the __ day of August 2022, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with **Dan W. Robertson**, Chairperson of University of Louisiana Monroe Facilities, Inc, and me, Notary.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

Print Name: _____

By: _____
Dan W. Robertson, Chairperson

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

[Signature Page to Notice of Lease]

THUS, DONE AND PASSED on the ___ day of August 2022, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as President of the University of Louisiana at Monroe and the Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

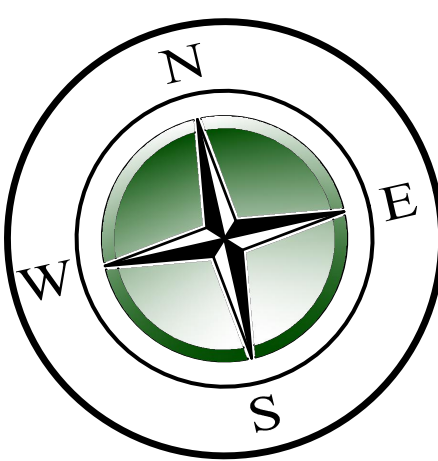
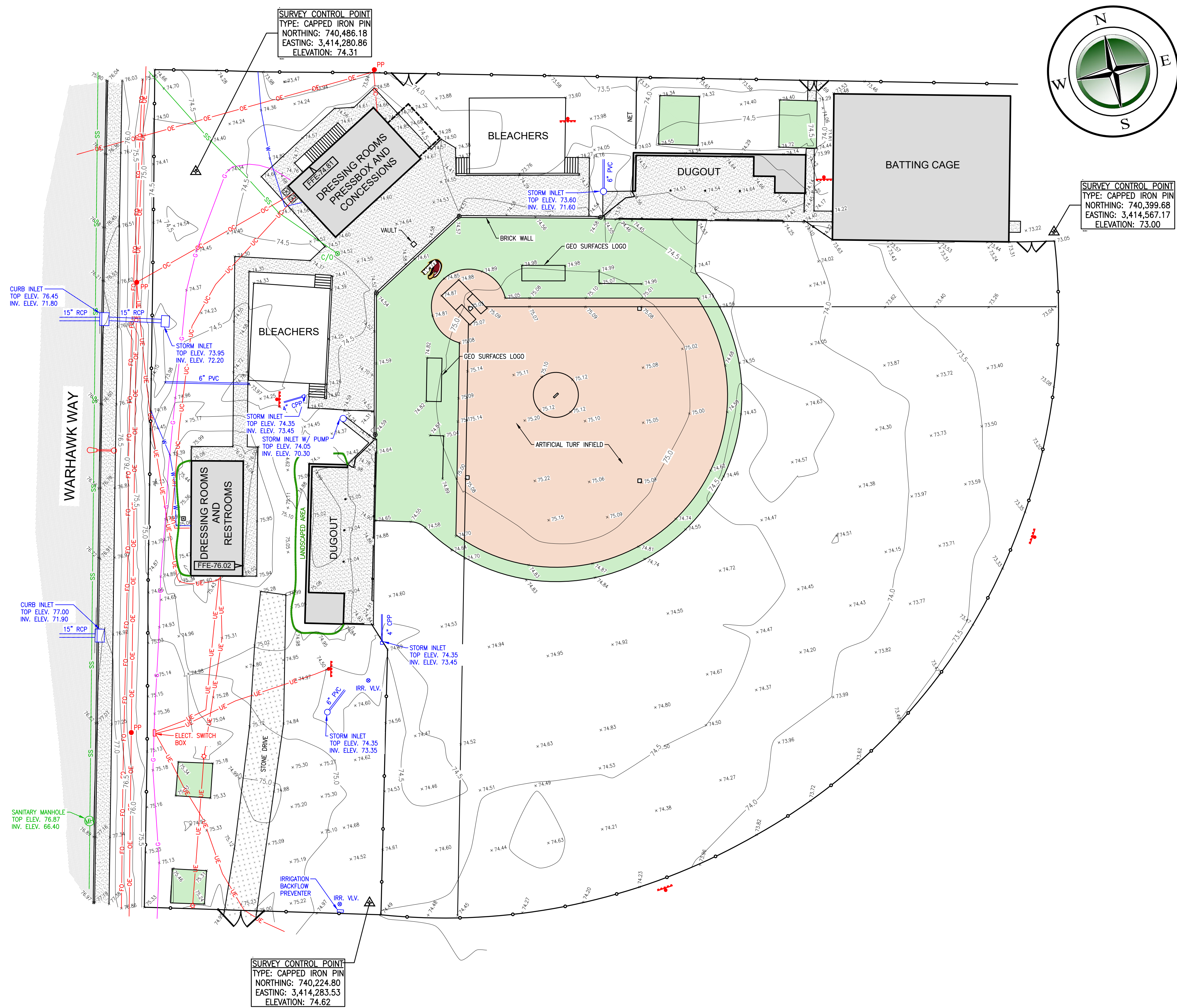
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Ronald L. Berry, President of the
University of Louisiana at Monroe
and Authorized Officer of the Board

Print Name: _____

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death



LEGEND

- SURVEY CONTROL POINT
- x 000.00 EXISTING FINISHED GRADE SPOT ELEVATION
- 000 EXISTING FINISHED GRADE TOPOGRAPHIC CONTOUR
- CONCRETE PAVED SURFACE
- ASPHALT PAVED SURFACE
- STONE SURFACE
- MANHOLE
- CLEAN-OUT
- WATER VALVE
- POWER POLE
- GUY WIRE
- LIGHT STANDARD
- COMMUNICATION PEDESTAL
- HVAC UNIT
- CHAIN-LINK FENCE
- W WATER LINE
- SS SANITARY SEWER LINE
- G GAS LINE
- OE OVERHEAD ELECTRIC
- UE UNDERGROUND ELECTRIC
- OC OVERHEAD COMMUNICATION
- UC UNDERGROUND COMMUNICATION

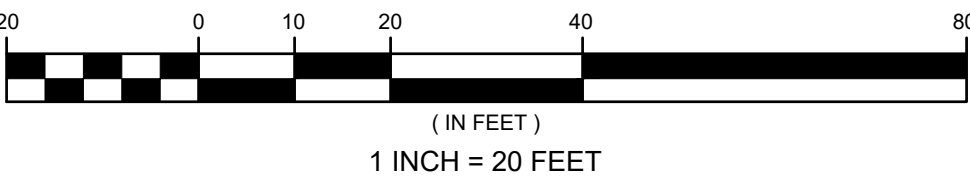
CAUTION

EXISTING UTILITY INFORMATION PROVIDED ON THE SURVEY IS TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF. EXISTING UTILITY LOCATIONS, SIZES, MATERIAL TYPES, DEPTHS, AND OTHER INFORMATION PROVIDED ON SURVEY MAY VARY FROM FROM WHAT IS DEPICTED. UTILITIES MAY EXIST ON THE SURVEYED PROPERTY WHICH WERE NOT IDENTIFIED AS PART OF THE SURVEY. ALL EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND UTILITIES SHALL BE VERIFIED AS NECESSARY PRIOR TO PERFORMING ANY EXCAVATIONS ON THE SURVEYED PROPERTY.



Know what's below.
Call before you dig.

GRAPHIC SCALE



DRAWING DISCLAIMER
THIS DRAWING HAS BEEN PREPARED FOR THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHALL NOT BE USED ON ANY PROJECT OTHER THAN THE ONE SPECIFICALLY LISTED ON THIS DRAWING AND IT SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN CONSENT FROM THE PREPARER. ANY VERSION OF THIS DRAWING WITHOUT AN ENGINEERING SEAL AFFIXED TO IT WITH A SIGNATURE AND DATE ACROSS THE SEAL SHALL BE CONSIDERED DRAFT AND SHALL NOT BE USED FOR PLANNING, CONSTRUCTION, OR FOR ANY OTHER OFFICIAL USE.

REVISIONS:		
NO.	DATE	DESCRIPTION

PREPARED FOR:
UNIVERSITY OF LOUISIANA MONROE

SURVEY TITLE:
**SOFTBALL COMPLEX
TOPOGRAPHIC SURVEY**

BEARINGS ORIENTED BY:
GPS OBSERVATION
LA SPCS NORTH ZONE
DRAWING SCALE: 1" = 20'
SURVEYED BY: J.S.F.
DRAWN BY: J.S.F.

PREPARED BY:
ARE
**ENGINEERING
CONSULTANTS**
SPORTS FACILITY PLANNING, DESIGN, & MANAGEMENT
800 Spring Street, Suite 214 | Shreveport, LA 71101
Phone: (318) 222-8222
www.areconsults.com
a division of FORD ENGINEERING SERVICES, PLLC

I CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Joel S. Ford
MS PLS No. 02743
Date

DRAFT
FOR REVIEW ONLY

Softball Complex Location:



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

FACILITIES PLANNING COMMITTEE

August 25, 2022

- Item G.12.** **University of New Orleans'** request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Research & Technology Foundation, to make space improvements via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining, and housing on the east campus of the University, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with the University of New Orleans Research & Technology Foundation, to construct new athletic facilities, hotel facilities, retail shopping, entertainment, dining, and housing. The University will lease the land, as defined in the attached plat, to University of New Orleans Research & Technology Foundation. Located in New Orleans, Louisiana, the property is bound by Franklin Avenue to the west, Press Drive to the east, Leon C. Simon Drive to the south, and Lakeshore Drive to the north. This land and facilities will be leased to University of New Orleans Research & Technology Foundation for \$1.00 per year.

This project will include development of the property for educational, commercial, and residential uses. The project will be anchored by existing athletic facilities as well as newly constructed athletic facilities that include dining and entertainment options. Housing will include hotels and apartments, including student-focused housing. This project will greatly increase the visibility of the University, provide for an improved student experience, and create dynamic new revenue streams for the University.

The University of New Orleans Research & Technology Foundation anticipates total funding available for the project via commercial developer(s). This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded entirely by private funds.

The Grounds and Facilities Lease Agreements will expire on the 31st day of December, 2072, or at such time as donation of improvements is executed, whichever occurs first.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Research & Technology Foundation, Inc., to lease campus space for improvement via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining, and housing, pursuant to La. R.S. 17:3361.

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

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

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



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

July 21, 2022

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

Re: Ground Lease

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval to enter into a ground lease with the University of New Orleans Research & Technology Foundation for space improvements, including construction of athletic and other facilities, subject to review by Counsel.

Thank you for your consideration.

Sincerely,


John W. Nicklow
President



THE UNIVERSITY of
NEW ORLEANS

Office of Business Affairs

TO: John W. Nicklow
President

FROM: Joanne N. Terranova 
Interim Vice President for Business Affairs

DATE: July 21, 2022

SUBJECT: Request for UL System Board Approval

Request for Board to approve a ground lease between University of New Orleans and University of New Orleans Research & Technology Foundation.

The primary purpose of this lease is for the University of New Orleans Research & Technology Foundation to make space improvements via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining and housing, which is located on the east campus of the University of New Orleans.

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF ORLEANS**

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

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

UNIVERSITY OF NEW ORLEANS RESEARCH & TECHNOLOGY FOUNDATION, a non-profit corporation, domiciled in Orleans Parish, Louisiana, with its address of 2021 Lakeshore Drive, Suite 420, New Orleans, LA 70122, represented herein by its duly authorized representative Rebecca Conwell, President/Chief Executive Officer of the University of New Orleans Research & Technology Foundation.

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Lessee hereby agrees shall be paid, kept and performed by Lessee, does hereby lease, let, demise and rent exclusively unto Lessee, and Lessee does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Orleans 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 Lessee, Lessee'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 Lessee is leasing the Leased Property, and for which Lessor is granting this Lease, is for Lessee space improvements via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining and housing, which is

located on the east campus of the University of New Orleans, identified in Exhibit A, hereinafter the "Project". A 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. Plans and specifications for improvements and/or new construction must be approved by the Lessor and comply with all other applicable legal requirements.

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, 2072** or at such time as donation of improvements is executed, whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Lessee 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 Lessee 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. Lessee shall be obligated to keep the Leased Property in reasonable state of cleanliness, considering the contractual activities contemplated by Lessee.

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. Lessee 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. Lessee agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Lessee shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the improvements to the Lessor. At the end of the lease period, Lessee 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 Lessee.

7.1.2 Liens. Lessee, 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 Lessee, its agents, contractors or subcontractors, and Lessee shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movable. Lessee 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 Lessee as described in 7.2 shall be vested and remain with Lessee 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 Lessee. During the term of this Lease, Lessee and the Lessee's contractors and sub-contractors shall, at Lessee's, contractors' and sub-contractors' sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. Lessee and the Lessee's contractors and sub-contractors, shall also keep and maintain any additional policies listed on the attached Exhibit B, and the terms and conditions of all required policies shall meet the standards, specifications, and conditions outlined below and in 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 Lessee 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, in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

8.2 Certificates of Insurance. Lessee, and the Lessee'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 Lessee and the Lessee's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Lessee 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 Lessee may place on the Leased Property.

ARTICLE 10 INDEMNITY

10.1 Indemnity. Lessee, and the Lessee'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 Lessee, with respect to all persons, including all agents, employees, servants or invitees of Lessee, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability. Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this Lease, Lessee, for itself and its successors, assigns, agents, contractors, sub-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 Lessee obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Lessee's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Lessee 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. Lessee 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 Lessee 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 Lessee of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Lessee, then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Lessee 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 percent (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than fifteen percent (15%) nor more than twenty-five percent (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: University of New Orleans
 c/o Dr. John Nicklow
 President
 2000 Lakeshore Drive

New Orleans, LA 70148

Lessee: University of New Orleans Research & Technology Foundation
c/o Rebecca Conwell
President / CEO
2021 Lakeshore Drive, Suite 420
New Orleans, LA 70122

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 set forth above 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, Lessee is obligated to immediately peaceably surrender possession to Lessor. Lessee 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 Lessee 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 Lessee 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 fees.

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 "Lessee" 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 Lessee, shall be August 1, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of New Orleans, Parish of Orleans, State of Louisiana on this _____ day of, _____ 2022.

UNIVERSITY OF NEW ORLEANS
RESEARCH & TECHNOLOGY
FOUNDATION

Rebecca Conwell, President/CEO

UNIVERSITY OF NEW ORLEANS

Dr. John Nicklow, President

EXHIBIT A

Campus Location of Leased Space

The proposed leased space is bound by Franklin Avenue to the west, Press Drive to the east, Leon C. Simon Drive to the south and Lakeshore Drive to the north.

Space to be improved via the construction of athletic facilities, hotel facilities, retail shopping, entertainment, dining and housing.



EXHIBIT B

ADDITIONAL INSURANCE REQUIREMENTS

Lessee, and for the purposes of this Exhibit B, all the Lessee's contractors and sub-contractors, shall procure and maintain for the duration of the Lease, insurance as described herein and Article 8 of the Lease.

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 Lease, and the Lessee, contractor, or sub-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

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees and volunteers, or 2) the Lessee 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 Lessor, 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 Lessee; products and completed operations of the Lessee, premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officers, officials, employees, Boards and Commissions, 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 Lessor, its officers, officials, employees, Boards and Commissions, or volunteers.
- c. The Lessee'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 Lessor, its officers, officials, employees, Boards and Commissions, and volunteers for losses arising from work performed by the Lessee for the Lessor.

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 Lessor.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Lessor 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 Lessor before work commences. The Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Lessee shall include all contractors and sub-contractors as insureds under its policies or shall furnish separate certificates for each contractor and sub-contractor. All coverages for contractors and sub-contractors shall be subject to all of the requirements stated herein.

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

FACILITIES PLANNING COMMITTEE

August 25, 2022

Item G.13. **University of New Orleans'** request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Foundation for eleven years to remove existing and install new scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena and Maestri Field and Baseball Stadium, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with the University of New Orleans Foundation, to remove existing and install new scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena ("Arena") and Maestri Field and Baseball Stadium ("Stadium").

Arena is located on the University of New Orleans campus at 6801 Franklin Avenue, New Orleans, LA 70122. Proposed location of Arena Leased Property for new scoreboards includes upper level to include portions of seating sections I, J, and K as well as up to nine vomitory displays spread throughout the arena, located above entry portal. Stadium is located on the University of New Orleans campus, directly to the east of Arena. Proposed location of Baseball Stadium Leased Property is the current location of existing scoreboard, located just beyond the outfield wall in left-center field. These spaces will be leased to University of New Orleans Foundation for \$10 per year.

This project will include removal of existing scoreboards and installation of new digital scoreboards. This project will greatly enhance the appeal to both fans and recruits at each venue. New scoreboards will be used at athletic events, graduations, concerts, and special events. This project will provide for an improved student experience at each venue as well as improve the quantity and quality of advertising options at each venue, creating additional revenue streams for the University.

The University of New Orleans Foundation anticipates total funding available for the project will be approximately \$2,000,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded entirely by private funds.

The Grounds and Facilities Lease Agreement will expire on the last day of August 2033, or at such time as donation of improvements is executed, whichever occurs first.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Grounds and Facilities Lease Agreement with University of New Orleans Foundation for eleven years to remove existing and install new scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena and Maestri Field and Baseball Stadium, pursuant to La. R.S. 17:3361.

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

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

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



THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

G.13.

August 1, 2022

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

Re: Lease Agreement with UNO Foundation

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval to enter into a lease with the University of New Orleans Foundation for removal of existing and installation of new scoreboards.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

KNOW ALL MEN BY THESE PRESENTS THAT:

This Lease Agreement (herein "Lease Agreement") is made and entered into as of the ____ day of _____, 2022 by and between:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM,
with and on behalf of the University of New Orleans, represented herein by Dr.
John Nicklow, duly authorized by resolution of said Board of Supervisors,
a copy of which is attached hereto as Exhibit A,

hereinafter referred to as "Lessor" and,

UNIVERSITY OF NEW ORLEANS FOUNDATION, a non-profit corporation,
domiciled in Orleans Parish, Louisiana, with its address of 2021 Lakeshore Drive,
Suite 420, New Orleans, LA 70122, represented herein by its duly authorized
representative Anthony Gregorio, President of the University of New Orleans
Foundation, a copy of which is authorizing resolution is attached hereto as Exhibit B,

hereinafter referred to as "Tenant".

WITNESSETH

WHEREAS, Lessor and Tenant entered into an Exclusive License of Multi-Media Sponsorship Rights Related to University of New Orleans Athletics (the "License of Multi-Media Rights Agreement") on June 26, 2020, which License of Multi-Media Rights Agreement was approved by the Board of Supervisors for the University of Louisiana System on February 28, 2020;

WHEREAS, pursuant to said License of Multi-Media Rights Agreement, Lessor, under the authority of La. R.S. 17:3361 and approval by the Board of Supervisors, granted to Tenant a lease and an exclusive license over certain immovable property, including the video board at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena (which Arena is reflected on Exhibit C hereto) and the video board at Maestri Field and Baseball Stadium (which Field and Stadium are reflected on

Exhibit D hereto), as well as any other media display centers within athletic facilities at those locations for the purpose of providing an avenue for sponsorship revenue generation, which license and grant included any future video boards, media display centers or other sponsorship revenue generating devices related to UNO Athletics which may be installed;

WHEREAS, Tenant pursuant to said License of Multi-Media Rights Agreement agreed to promote sponsorship rights at the above locations on behalf of UNO Athletic for the consideration set forth therein;

WHEREAS, pursuant to said License of Multi-Media Rights Agreement, Tenant was granted the right to retain revenues from the income generated by Tenant through Tenant's promotion of multi-media sponsorships on behalf of UNO Athletics sufficient to reimburse Tenant for its Allowable Expenses as defined in said License of Multi-Media Rights Agreement;

WHEREAS, included within the definition of "Allowable Expenses" were "any direct costs incurred by Tenant, including costs of Improvements to, or other construction costs incurred in connection with," the property leased pursuant to that License of Multi-Media Rights Agreement;

WHEREAS, said License of Multi-Media Rights Agreement provided that after Tenant receives and retains reimbursement for the Allowable Expenses, the net revenue is to be paid to Lessor as the Annual Royalty thereunder;

WHEREAS, Lessor has requested that Tenant, pursuant to the License of Multi-Media Rights Agreement and the instant Lease Agreement, renovate and/or construct scoreboards at The Senator Nat G. Kiefer University of New Orleans Lakefront Arena and at Maestri Field and the Baseball Stadium, (the "Scoreboard Areas"); WHEREAS, Tenant expects to receive donations from private third

parties for some of the expense of the construction of the proposed scoreboards which will reduce the cost of the Improvements expended by Tenant and will reduce the amount to be recouped by Tenant as an Allowable Expense; and

WHEREAS, Lessor and Tenant desire hereby to confirm the lease of certain Scoreboard Areas to Tenant granted in the License of Multi-Media Rights Agreement and to stipulate as between Lessor and Tenant any other rights and obligations related to said Lease of Multi-Media Rights Agreement.

NOW THEREFORE, Lessor and Tenant agree as follows:

ARTICLE 1

LEASE OF PROPERTY AND RENT

1.1 Lease of Property. Pursuant to the authority granted through R.S. 17:3361 et seq., and pursuant to the rights and obligations of Lessor and Tenant set forth in the License of Multi-Media Rights Agreement and in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, Lessor does hereby lease, let, demise and rent exclusively unto Tenant, for a rental of Ten and No/100 (\$10.00) per annum and other good and valuable consideration as set forth herein, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Orleans Parish, Louisiana, to-wit:

All of the property described on the attached Exhibit E, hereinafter referred to as 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 Agreement".

1.4 Purpose. The primary purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this lease is for Tenant to use the Leased Property described in 1.1 to install new scoreboards (the "Improvements") for the University of New Orleans at the Senator Nat G. Kiefer University of New Orleans Lakefront Arena and at Maestri Field and the baseball stadium. Removal of existing scoreboards and the installation of a new scoreboards are the sole responsibility of the Tenant. Scoreboard warranty will be in favor of Tenant at time of completion. Plans and specifications for Improvements must be approved by Lessor prior to installation.

ARTICLE 2

TERM

2.1 Term. The term of this Lease Agreement shall be for a period commencing upon Execution and ending at midnight on the ____ day of _____, 2033, or at such time as donations of the Improvements are executed, whichever occurs first. (the "Term").

2.2 Extension of License and Multi-Media Rights Agreement. In the event that the License of Multi-Media Rights Agreement terminates prior to the termination of the instant Lease Agreement, Lessor and Tenant agree that those provisions of the License of Multi-Media Rights Agreement applicable to the construction, license and operation of the scoreboards and all sponsorship rights related thereto shall be incorporated into the instant Lease Agreement and shall remain in full force and effect for the duration of the Term of the instant Lease Agreement.

ARTICLE 3

CONSIDERATION

3.1 Consideration. In consideration of said lease, Tenant agrees to construct, at its sole cost and expense, the Improvements described in Article 1.4 in substantial accordance with standards satisfactory to Lessor and to manage and operate the Improvements and all sponsorships and

other right related thereto in accordance with the License of Multi-Media Rights Agreement and this Lease Agreement.

ARTICLE 4

WARRANTY

4.1 Non-Warranty. This Lease Agreement 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 for its intended purpose.

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

ARTICLE 5

UTILITIES

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

ARTICLE 6

MAINTENANCE AND REPAIRS

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

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

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies. Lessor agrees that it will make all good faith efforts to assist Tenant in seeking and obtaining any such necessary permits and licenses.

ARTICLE 7

IMPROVEMENTS

7.1 Ownership. Tenant agrees that all Improvements made to the Leased Property shall be the property of Tenant during the Term of this Lease Agreement. At the end of the Term, Tenant shall donate or execute any other documents necessary to convey to Lessor such Improvements 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; or in the alternative if Tenant in good faith desires to contest the same, Tenant shall be privileged to do so and shall not be required to remove such lien or privilege during the period of such contest.

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 this Article 7 shall be vested in and remain with Tenant during the Term of this Lease Agreement.

ARTICLE 8

INSURANCE

8.1 Insurance by Tenant. During the Term of this Lease Agreement Tenant shall, at Tenant's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance; provided, however, that notwithstanding anything to the contrary set forth herein, insurance acquired by Tenant through the Louisiana Office of Risk

Management shall be deemed to satisfy all obligations of Tenant to provide insurance coverage for Tenant's activities and liability:

8.1.1 Fire and Extended Coverage. Except to the extent provided by any contractor of Tenant's for the construction of the Improvements, Tenant shall obtain 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.

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

8.1.3 Contractor's Coverage. Tenant's Contractor(s) for the work and the Improvements shall obtain and acquire insurance for said construction in accordance with Exhibit F hereto, including but not limited to Builder's Risk coverage and General Liability and Property Damage coverage.

8.1.4 Named Insured. All policies of insurance shall state Lessor as a named insured.

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

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

ARTICLE 9

TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the Term of this Lease Agreement, 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 by Tenant. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, to the extent 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 Agreement to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, whether emanating by way of intentional acts, negligence, non-performance or strict liability. 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 such claim or legal action.

10.2 Indemnity by Lessor. Lessor shall indemnify, defend and hold harmless Tenant of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, to the extent relating to, in connection with, or arising out of or resulting from any and all intentional acts, negligence, non-performance or strict liability, for the acts of Lessor and its agents, employees, servants or invitees. In addition, Lessor agrees to defend Tenant in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Tenant and to reimburse Tenant for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any such claim or legal action.

ARTICLE 11

ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease Agreement 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 AND FORCE MAJEURE

12.1 Tenant Default. If Tenant shall fail to perform any condition or covenant of this Lease Agreement and such failure shall not be cured within thirty (30) days after receipt of written notice from Lessor of such failure, Tenant shall be in default of this Lease Agreement; provided that if during such thirty (30) day period, Tenant takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period, and continues such work thereafter diligently, and without unnecessary delays, such failure to cure shall not constitute an event of default hereunder so long as Tenant continues to diligently take action to cure such failure.

12.2 Lessor Default. If Lessor shall fail to perform any condition or covenant of this Lease Agreement and such failure shall not be cured within thirty (30) days after receipt of written notice from Tenant of such failure, Lessor shall be in default of this Lease Agreement; provided that if during such thirty (30) day period, Lessor takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period, and continues such work thereafter diligently, and without unnecessary delays, such failure shall not constitute an event of default hereunder so long as Lessor continues to diligently take action to cure such failure.

12.3 Force Majeure. Neither party hereto shall be deemed to be in breach of this Lease Agreement, shall have no liability to the other, and shall not be deemed in default hereunder as a result of any failure or delay in performance caused by *force majeure*. For purposes of this Lease Agreement, the term "*force majeure*" shall include strike, lockout, earthquake, hurricane, flood, fire, or other Acts of

God or nature, war, rebellion, terror, civil disorders, pandemics, epidemics, laws, regulations, acts of civil and military authorities, unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected. The parties hereto shall use all reasonable efforts to minimize the consequences of *force majeure*.

ARTICLE 13

NOTICES

13.1 All notices hereunder shall be in writing and shall be given by: (a) established express delivery service, which maintains delivery records, (b) hand delivery, (c) first class mail and email, or (d) certified or registered mail, postage prepaid, return receipt requested. Notices may be given by email and may be given by facsimile transmission, provided that the notice is concurrently given by one of the above three (3) listed methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

To Lessor:

University of New Orleans
Attention: President
2000 Administration Annex
2000 Lakeshore Drive
New Orleans, LA 70149
Email: jnicklow@uno.edu

With a copy to:

University of New Orleans
Attention: Director of Athletics
2000 Administration Annex
2000 Lakeshore Drive
New Orleans, LA 70149
Email: tduncan@uno.edu

To Tenant:

University of New Orleans Foundation
Attention: President
2021 Lakeshore Drive, Suite 420
New Orleans, LA 70122
Email: tgregorio@unofoundation.org

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, unless such time period is waived in writing by the receiving party.

ARTICLE 14

SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease Agreement, 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 Agreement 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 Agreement, or the expiration of any renewal term of this Lease Agreement, such shall expressly not be construed as a reconduction of this Lease Agreement.

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 Agreement, 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 Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17

GENDER

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

ARTICLE 18

SEVERABILITY

18.1 Severability. If any provisions of this Lease Agreement 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 Agreement, irrespective of the date of execution by Lessor or Tenant, shall be _____.

[Remainder of Page Intentionally Left Blank]

[Signature Page for Lease Agreement]

THIS DONE AND PASSED in the presence of _____ and
_____, competent witnesses, in the Parish of Orleans, State of
Louisiana on this _____ day of _____, 2022.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Dr. John Nicklow, President
University of New Orleans

THIS DONE AND PASSED in the presence of _____ and
_____, competent witnesses, in Parish of Orleans, State of Louisiana
on this _____ day of _____, 2022.

WITNESSES:

UNIVERSITY OF NEW ORLEANS FOUNDATION

Anthony Gregorio, President

EXHIBIT A

Board of Supervisors for the University of Louisiana System Resolution

EXHIBIT B

University of New Orleans Foundation Resolution

EXHIBIT C

The Senator Nat G. Kiefer University of New Orleans Lakefront Arena

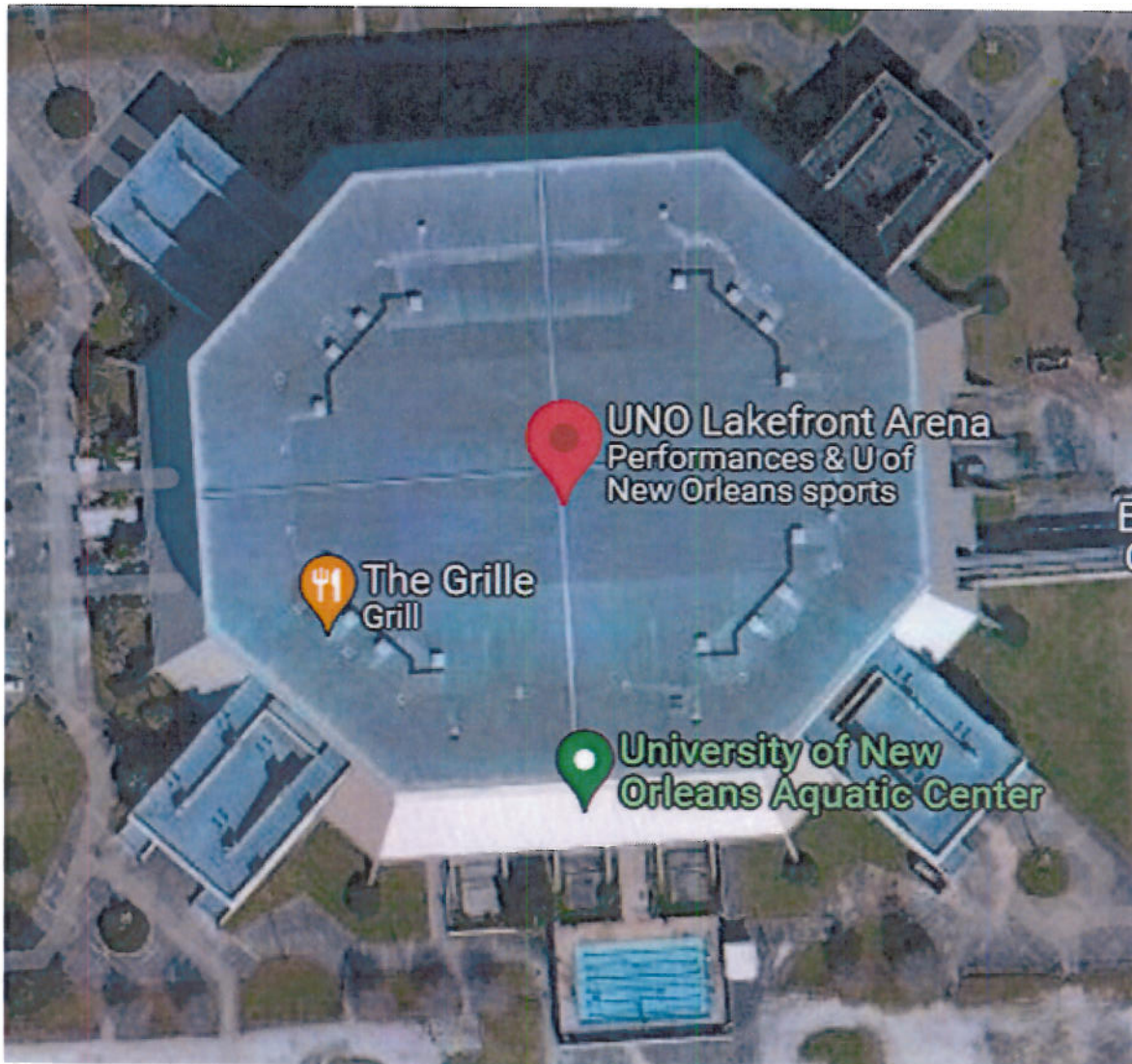


EXHIBIT D
Maestri Field and the Baseball Stadium



EXHIBIT E
Leased Property

1. Proposed location of Leased Property for new scoreboards in the Senator Nat G. Keifer University of New Orleans Lakefront Arena:

- Upper level to include portions of upper level section I, section J and portions of section K
- Up to 9 Vomitory Displays spread throughout the arena, located above entry portals

which specific new scoreboard locations are leased hereby (the "Arena Leased Property")

2. Proposed location of Leased Property for a new scoreboard at Maestri Field and Baseball Stadium.

- Same location as current: just beyond the outfield wall in left-center field

which specific new scoreboard location is leased hereby (the "Baseball Leased Property", and together with the Arena Leased Property the "Leased Property").

EXHIBIT F

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance as described below (1) 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 and (2) Builder's Risk. 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. "All Risk" builder's risk insurance policy acceptable to Lessor and Tenant.
4. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Lessor and Tenant. At the option of the Lessor and Tenant, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, Tenant, their 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. Lessor, Tenant and their officers, officials, employees, 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 Lessor, Tenant, their 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 Lessor, Tenant, their officers, officials, employees, 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 Lessor and Tenant.

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

Contractor shall furnish Lessor and Tenant 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 Lessor and Tenant before work commences. Lessor and Tenant reserve 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.