

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

Item F.13. McNeese State University's request for approval to demolish four campus buildings.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish University Bookstore, Farrar Hall, Memorial Gym, and Student Services. All of these buildings were damaged by Hurricane Laura and Hurricane Delta in 2020. The University has elected to not make repairs to these buildings and use the monies in a different manner on campus. Due to the damages these buildings received, they no longer serve a useful purpose.

Please refer to the attached summary and photos describing and depicting the buildings.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to demolish University Bookstore, Farrar Hall, Memorial Gym, and Student Services.

BE IT FURTHER RESOLVED, that the President of McNeese State University and his or her designee are hereby designated and authorized to execute any and all documents associated with said demolitions.

AND FURTHER, that the University will provide Board Staff with copies of approvals and recovery activities.

McNeese State University Building Demolition List

Name	Constructed
University Bookstore	1955
Farrar Hall	1969
Memorial Gym	1948
Student Services	1987



University Bookstore



University Bookstore



Farrar Hall



Farrar Hall



Memorial Gym



Memorial Gym



Student Services



Student Services

F.13.

November 15, 2022

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

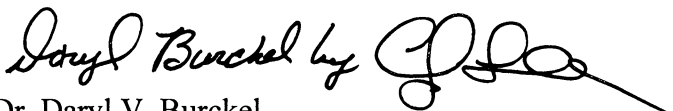
Dear Dr. Henderson:

McNeese State University requests approval to demolish four campus buildings.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 6, 2022 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Daryl Burckel by [initials]". The signature is fluid and cursive.

Dr. Daryl V. Burckel
President

Attachments

**McNeese State University
Building Demolition List**

Name	Constructed
University Bookstore	1955
Farrar Hall	1969
Memorial Gym	1948
Student Services	1987

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

Item F.14. **Nicholls State University's** request for approval amend its Five-Year Capital Outlay submission to include the project, Lafourche Crossing Farm, Farm to Table Pavilion.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission in August of 2022 by adding a project, the Lafourche Crossing Farm, Farm to Table Pavilion. The interest in farmers markets reflects the desire for people to enjoy fresh produce that is locally grown. The purpose of designing a pavilion for farm to table events encompasses the rich tradition of agriculture in the region.

Nicholls will develop gardens to grow food that will be prepared by chefs in the pavilion kitchen as well as the outdoor cooking facility. The Chef John Folse Culinary Institute, Department of Biological Sciences, and Department of Allied Health will be able to incorporate the facility into their courses to teach students how to grow and maintain a garden as well as prepare fresh food.

The pavilion will be a centerpiece of community engagement at the Nicholls Farm. Public events that celebrate music and culinary culture will provide an opportunity for Nicholls State University to engage with the public and demonstrate the benefits of producing their own food and the multiple ways that it can be prepared. In addition to vegetables, they expect to host boucheries to demonstrate the benefits of animal husbandry and how farming animals is tied to the local culture.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before November 1. The cost of this project is estimated at \$1,750,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to amend its Five-Year Capital Outlay submission to include the project, the Lafourche Crossing Farm, Farm to Table Pavilion.



Nicholls State University

Office of the President

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

November 15, 2022

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 6, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

Amend 2023-2024 Five-Year Capital Outlay.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
 President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
 Mr. Terry Braud, Vice President for Finance & Administration
 Mr. Jonathan Terrell, Athletic Director
 Dr. Michele Caruso, Vice President for Student Affairs
 Dr. Todd Keller, Vice Provost
 Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
 Ms. Paulette Mayon, Internal Auditor
 Ms. Claire Bourgeois, Faculty Senate President
 Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
 Ms. Monique Crochet, Executive Director of External & Alumni Affairs

**Nicholls State University
Five Year Capital Outlay Plan
FY 2023-24 thru 2027-28**

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	ADA Upgrades, Multi-Building	GOB		\$7,050,803	\$7,050,803				\$14,101,606
2	E	Fire Alarm Integration, Multi-Building	GOB		\$3,056,464	\$0				\$3,056,464
3	E	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$7,250,000	\$7,250,000				\$14,500,000
4	E	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960	\$0				\$4,375,960
5	E	Campus Street Lighting Replacement	GOB		\$7,116,049	\$0				\$7,116,049
6	C	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500	\$0				\$4,204,500
7	C	Coastal Center Facility	GOB, S/G		\$14,300,000	\$11,700,000				\$26,000,000
8	C	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000
9	N	New Nursing Building, Planning & Construction	GOB		\$1,541,667	\$18,458,333				\$20,000,000
10	N	Lafourche Crossing Farm, Farm to Table Pavilion	GOB		\$1,750,000					\$1,750,000
11	N	New College of Business Building	GOB,S/G		\$1,916,667	\$22,083,333				\$24,000,000
12	N	Fieldhouse, Planning & Construction	GOB/SG		\$790,405	\$2,794,455				\$3,584,860
13	N	Student Life Center, Planning & Construction	GOB		\$398,750	\$4,676,250				\$5,075,000
14	N	Welcome Center - Alumni House, Planning & Construction	GOB		\$290,000	\$3,335,000				\$3,625,000
15	N	Ellender Library Modernization, Phase I	GOB		\$688,266	\$6,627,097				\$7,315,363
16	N	Ellender Library Modernization, Phase II	GOB			\$571,903	\$6,627,097			\$7,199,000
17	N	Ellender Library Modernization, Phase III	GOB				\$738,868	\$8,458,482		\$9,197,350
18	N	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000
19	N	Softball Fieldhouse, Planning & Construction			\$196,250	\$2,303,750				\$2,500,000
20	N	Conference Center	GOB		\$1,727,917	\$20,022,083				\$21,750,000
21	N	New Residence Hall Building, Planning & Construction	GOB		\$2,122,800	\$24,365,800				\$26,488,600

22	N	Peltier Hall Air Handlers Replacement	GOB		\$5,236,980					\$5,236,980	
23	N	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$3,831,163	\$3,831,163				\$7,662,326	
24	N	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$615,356	\$6,768,919				\$7,384,275	
25	N	Information Technology Center Renovation, Planning & Construction	GOB		\$495,259	\$6,671,347				\$7,166,606	
26	N	College of Education (Polk Hall) Renovation, Planning & Construction	GOB		\$694,185	\$6,037,328				\$6,731,513	
27	N	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348	
28	N	Operations and Maintenance Building, Planning & Construction	GOB		\$1,700,369	\$4,299,631				\$6,000,000	
			Total		\$133,544	\$78,729,614	\$174,597,195	\$28,465,965	\$8,458,482	\$0	\$290,384,800

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

- Item F.15.** Northwestern State University's request for approval to enter into a Ground Lease with the Demons Unlimited Foundation for renovations to the NSU Brown-Stroud Field dugouts and outfield wall, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground Lease with the Demons Unlimited Foundation, a non-profit organization, for renovations to the NSU Brown-Stroud Field dugouts and outfield wall, as authorized by La. R.S. 17:3361. The lease consists of the Brown-Stroud complex including the dugouts and outfield wall, located on the campus of Northwestern State University. The project cost is approximately \$90,000. The renovation will include laying and attaching 840 square feet of brick to both dugouts and attaching approximately 4,960 square feet of padding to the outfield wall. The warranty of the renovations 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.

The University will grant a three-month period for completion of the project. Upon completion of the project, the Foundation will execute a donation of the completed project to the University. The lease will terminate on March 1, 2023, or upon completion of the renovation of both areas.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request to enter into a Ground Lease with the Demons Unlimited Foundation for renovations to the NSU Brown-Stroud Field dugouts and outfield wall, as authorized by La. R.S. 17:3361.

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

BE IT FURTHER RESOLVED, that the *President of Northwestern State University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease.*

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

Office of the President

November 15, 2022

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

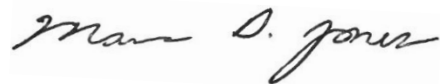
Re: Lease Agreement with Demons Unlimited Foundation for Renovations to the NSU
Brown-Stroud Field Dugouts and Outside Wall

Dear Dr. Henderson:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Renovations to the NSU Brown-Stroud Field Dugouts and Outside Wall* to be placed on the agenda for approval at the December 2022 Board Meeting.

Thank you for your consideration.

Sincerely,



Dr. Marcus Jones
President

Attachment

GROUND LEASE

STATE OF LOUISIANA
PARISH OF NATCHITOCHEs

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of Northwestern State University, represented herein by Dr. Marcus Jones duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,
DEMONS UNLIMITED FOUNDATION, a non-profit corporation, domiciled in Natchitoches Parish, Louisiana, with its address of Brown-Stroud Field, Northwestern State University, Natchitoches, Louisiana 71497, represented herein by its duly authorized representative Mike Newton, President of the Demons Unlimited Foundation.

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

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

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

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to Brown-Stroud Field, located on the campus of Northwestern State University, identified in Exhibit A, hereinafter the "Project, at an approximate cost of \$90,000. The renovation will include laying and installing brick on both dugouts and attaching padding to the entire outfield wall. The

warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

**ARTICLE 2
TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of December 10, 2022 and ending at midnight on the 1st day of March, 2023 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3
RENT**

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

**ARTICLE 4
WARRANTY**

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

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

**ARTICLE 5
UTILITIES**

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

**ARTICLE 6
MAINTENANCE AND REPAIRS**

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is

unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

8.2 Certificates of Insurance. Tenant, 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: Northwestern State University
 c/o Jennifer Kelly
 Executive Director University Affairs
 140 Central Avenue
 Natchitoches, LA 71497

Tenant: c/o Mike Newton, President
 Demons Unlimited Foundation
 468 Caspari Drive
 Natchitoches, LA 71497

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses

for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

**ARTICLE 14
SURRENDER OF POSSESSION**

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

**ARTICLE 15
SPECIFIC PERFORMANCE**

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

**ARTICLE 16
BINDING EFFECT**

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

**ARTICLE 17
GENDER**

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

**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 December 10, 2022.

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

WITNESSES:

DEMONS UNLIMITED
FOUNDATION

Mike Newton, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Dr. Marcus Jones, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

LEASE EXHIBIT A
NORTHWESTERN STATE UNIVERSITY
Brown Stroud Field
Dugouts/Outfield Wall











CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER/INSURED and CONTACT/INSURER(S). Includes fields for name, address, phone, fax, and insurer names.

COVERAGES CERTIFICATE NUMBER: CL2211806867 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Lists Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Includes address of Northwestern State University and cancellation notice.

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

- Item F.16.** **Southeastern Louisiana University's** request for approval to name the new outdoor pavilion at the Alumni Center, the "Angelo and Tricia Distefano Outdoor Pavilion."

EXECUTIVE SUMMARY

The University is requesting to name the new outdoor pavilion at the Alumni Center, the "*Angelo and Tricia Distefano Outdoor Pavilion.*"

Angelo and Patricia Distefano are class of 1972 Southeastern alumni who met on Southeastern's campus and continue to give back and participate in the Southeastern community to this day. They are contributing \$250,000 to design and build this new outdoor area that will allow the Alumni Association and campus community to host more events and opportunities for students, alumni, growing chapters, and the regional community.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to name the new outdoor pavilion at the Alumni Center, the "Angelo and Tricia Distefano Outdoor Pavilion."*



F.16.

November 15, 2022

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

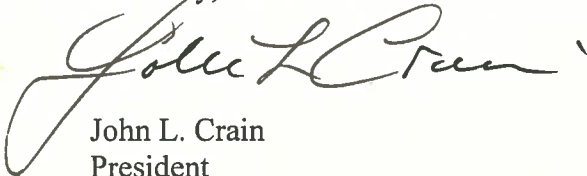
Dear Dr. Henderson:

Southeastern requests Board approval to name the new outdoor pavilion at the Alumni Center (state ID SLU01) the "*Angelo and Tricia Distefano Outdoor Pavilion.*"

Angelo and Patricia Distefano are class of 1972 Southeastern alumni who met on Southeastern's campus and continue to give back and participate in the Southeastern community to this day. They are contributing \$250,000 to design and build this new outdoor area that will allow the Alumni Association and campus community to host more events and opportunities for students, alumni, growing chapters and the regional community.

I respectfully request that you place this item on the agenda for the December 6, 2022, meeting of the Board of Supervisors.

Sincerely,



John L. Crain
President

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

- Item F.17.** **University of Louisiana at Lafayette's** request for approval to enter a Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) of a portion of Cajun Field Stadium for the renovation of the home (west) side of stadium, which shall terminate upon completion of construction, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University intends to renovate the home (west) side of Cajun Field Stadium encompassing approximately 130,000 gross square feet of new/renovated facilities including, but not limited to, concourse, concourse services, ticketing, event support, suite and club level seating, press and operations, Athletic Administration, Communications, Broadcast, Business Affairs, Game Management, Compliance, Marketing, and Athletic Foundation space, common areas, circulation, and associated spaces (the "Facilities").

The Ground Lease would commence on the date it is fully executed and terminate upon completion of construction of the Facilities. RCFI would own the Facilities until completion thereof and, upon termination of the Ground Lease, the University would acquire ownership of the Facilities. The construction of the Facilities is anticipated to cost \$45,000,000, and the total cost of the project is anticipated to be \$65,000,000. The Facilities are projected to be completed in 2025. The Facilities designer and Construction Manager at Risk have been selected through an open competitive process that involved advertising and evaluation of multiple proposals. The funding for the project will be provided by the University of Louisiana at Lafayette Foundation, Inc.

The University seeks approval to enter into the referenced Ground Lease with RCFI for \$1 per year and construction by RCFI of the Facilities thereon.

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 Lafayette's request for approval to enter a Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) of a portion of Cajun Field Stadium for the renovation of the home (west) side of stadium, which shall terminate upon completion of construction, as authorized by La. R.S. 17:3361.

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

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

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



November 15, 2022

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

Dear Dr. Henderson:

This is a request for permission for the University to enter into a Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) for a portion of Cajun Field Stadium for the renovation of the home (west) side of the stadium. The renovation will encompass approximately 130,000 gross square feet of new/renovated facilities including, but not limited to, concourse, concourse services, ticketing, event support, suite and club level seating, press and operations, Athletic Administration, Communications, Broadcast, Business Affairs, Game Management, Compliance, Marketing, and Athletic Foundation space, common areas, circulation, and associated spaces (the "Facilities"). RCFI would own the Facilities until completion thereof, whereupon the Ground Lease would terminate, and the University would acquire ownership of the Facilities. The Facilities designer and Construction Manager at Risk have been selected through an open competitive process that involved advertising and evaluation of multiple proposals. The funding for the project will be provided by the University of Louisiana at Lafayette Foundation, Inc.

The University is seeking approval of the Board of Supervisors for the University of Louisiana System to enter into the referenced Ground Lease with RCFI for \$1 per year and construction by RCFI of the Facilities thereon. The draft Ground Lease is attached, which will be approved by System staff and legal counsel prior to execution.

Please place this item on the agenda for the December 2022 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

SVC
Attachment

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("*Ground Lease*") is entered into on the Effective Date indicated below, by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE**, organized and existing under the laws of the State of Louisiana ("*Board*"), represented herein by its duly authorized representative the President of the University of Louisiana at Lafayette, Dr. E. Joseph Savoie, and **RAGIN' CAJUN FACILITIES, INC.**, a Louisiana nonprofit corporation represented herein by the Chairman of its Board of Directors, David K. Fontenot (the "*Corporation*").

WITNESSETH:

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and the University of Louisiana at Lafayette (the "*University*") is a university under its management pursuant to La. R.S. § 17:3217; and

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

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

WHEREAS, the University of Louisiana at Lafayette Foundation ("*Foundation*") is providing the funding for the home (west) side renovation of Cajun Field Stadium encompassing approximately 130,000 gross square feet of new/renovated facilities including, but not limited to, concourse, concourse services, ticketing, event support, suite and club level seating, press and operations, Athletic Administration, Communications, Broadcast, Business Affairs, Game Management, Compliance, Marketing, and Athletic Foundation space, common areas, circulation, and associated spaces (the "*Facilities*"); and

WHEREAS, in order to further these functions of the Board, by the construction of the Facilities, the Board and the Corporation desire to enter into this Ground Lease whereby the Board will lease the Leased Property (defined herein) to the Corporation for the purpose of developing, designing, and constructing the Facilities; and

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

ARTICLE ONE LEASE OF LAND - TERMS OF LEASE

Section 1.01. Lease of Land. The Board does hereby let, demise, and rent to the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the "*Land*") more particularly described on Exhibit "A" attached hereto and incorporated herein, and

the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the permitted encumbrances described on Exhibit "B" attached hereto and incorporated herein.

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

Section 1.03 Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a term commencing on the Effective Date hereof and ending upon final completion of the Facilities and acceptance thereof by the Board. Upon termination of this Ground Lease, as provided herein, full ownership of the Land and all buildings, improvements, and appurtenances thereon, shall revert to the Board. If construction of the Facilities does not commence within three (3) years from the Effective Date, the Board shall have the right to terminate this Ground Lease.

ARTICLE TWO DEFINITIONS

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

"Advisory Committee" means the advisory committee to advise the Corporation regarding the design and construction of the Facilities, to be composed of the Board Representative, a representative of the University, and a representative the Office of Facility Planning and Control, unless the Office of Facility Planning and Control waives its right to exercise design and construction oversight.

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

"Award" means any payment or other compensation received or receivable as a consequence of a Taking.

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

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

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

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

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

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

“Construction Team” means all construction professionals performing services under the Contract.

“Contract” means those certain contracts between the Corporation and the Design Team and the Corporation and the Construction Team for the design and construction of the Facilities.

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

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

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

“Environmental Requirements” means all State, federal, local municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements in effect on or prior to the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous or toxic substances or chemicals, or pollutants, and including without limitation the following environmental laws: the Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901); Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (42 U.S.C. §30); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C.33:III.2595), including any amendments or

extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

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

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

“*Facilities*” means the home (west) side renovation of Cajun Field Stadium encompassing approximately 130,000 gross square feet of new/renovated facilities including, but not limited to, concourse, concourse services, ticketing, event support, suite and club level seating, press and operations, Athletic Administration, Communications, Broadcast, Business Affairs, Game Management, Compliance, Marketing, and Athletic Foundation space, common areas, circulation, and associated spaces.

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

“*Foundation*” means University of Louisiana at Lafayette Foundation.

“*Hazardous Substance*” means (a) any “hazardous substance” as defined in §101(4) 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.

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

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

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

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

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

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

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

“*University*” means the University of Louisiana at Lafayette, Lafayette, Lafayette Parish, 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 or such other place as the Board may designate from time to time in writing, as annual rent for the Leased Property (“*Rent*”), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

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

ARTICLE FOUR **USE OF LAND**

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

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

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

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

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

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

- a. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial, and workmanlike manner all in accordance with this Ground Lease and the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.
- b. Subject to the provisions of this Section 5.01, the Plans and Specifications and all decisions regarding design and construction matters shall be made by the Corporation in consultation with the Design Team and the Construction Team. The Corporation shall select the Design Team and the Construction Team (all of whom shall comply with licensing requirements of Louisiana law). All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all Applicable Laws, codes, rules and regulations, and

amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority shall have previously reviewed and approved the Plans and Specifications and the form of the Contract for the Facilities.

- c. Changes in work and materials are subject to review and approval of the Advisory Committee; however minor changes in work or materials, not affecting the general character of the Facilities or increasing the cost of development and construction may be made in the Plans and Specifications at any time without the approval of the Advisory Committee, but a copy of the altered Plans and Specifications shall promptly be furnished to the Advisory Committee. The Corporation shall notify the Advisory Committee of any changes in work or materials that require the Advisory Committee's approval and the Advisory Committee shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Advisory Committee to make a determination and to approve or disapprove any changes in work or material.
- d. After completion of the Facilities, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Facilities during the Term, the Corporation shall submit plans for such remodeling to the Advisory Committee for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration or remodeling of the Facilities. The Advisory Committee shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All alterations, renovations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all Applicable Laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.
- e. Subject to Force Majeure, the Corporation covenants that the Corporation shall substantially complete construction of the Facilities. Notwithstanding anything to the contrary contained herein, a breach by the Corporation of the covenant set forth in this Section 5.01(e) shall not be an Event of Default hereunder. The Board shall be entitled to institute an action seeking specific performance of this covenant by the Corporation.
- f. Prior to the Commencement of Construction, the Corporation, the Design Team and the Construction Team shall meet with the Advisory Committee to coordinate the construction activity under the Contract. Upon Commencement of

Construction, the Corporation shall deliver to the Advisory Committee, (1) copies of the signed Contracts between the Corporation and the Design Team and the Corporation and the Construction Team for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the cost of construction set forth in the Contract for the construction of the Facilities issued by a company qualified, permitted or admitted to do business in the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. § 9:4802(C) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.

- g. Prior to the Commencement of Construction of the Facilities, any member of the Design Team whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- h. Any performance bond, labor and material payment bond, or completion bond provided by a member of the Design Team or the Construction Team hired by the Corporation shall be for one hundred percent (100%) of the amount of the contract with such contractor and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety of issuing the bond and rules of the Governmental Authorities regulating the surety.
- i. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Advisory Committee, 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 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 Advisory Committee.
- j. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings, and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the permitted encumbrances, if any, shown on Exhibit "B" attached thereto and incorporated herein, 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 Substances or other materials on or under the Land that would materially impact the construction of the Facilities.
- k. The cost of construction of the Facilities shall include all costs necessary for the Construction Team or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

1. The obligations and liabilities of the Corporation undertaken in this Ground Lease do not give rise to any personal obligation or liability of the officers, directors, members, or other persons or entities affiliated with the Corporation.

ARTICLE SIX
ENCUMBRANCES

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

ARTICLE SEVEN
MAINTENANCE

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

ARTICLE EIGHT
CERTAIN LIENS PROHIBITED

Section 8.01. No Mechanic's Liens. Except as permitted in Section 8.02 hereof, the Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

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

ARTICLE NINE
AUDITS

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

ARTICLE TEN **INDEMNIFICATION**

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

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

ARTICLE ELEVEN **TERMINATION, DEFAULT, AND REMEDIES**

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

- a. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.

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

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

Section 11.03 Termination of Lease or Right of Occupancy. Except as otherwise provided in this Ground Lease, the Board shall not have the right to terminate this Ground Lease prior to the Expiration Date hereof. In the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate this Ground Lease or the Corporation's right to occupancy of the Land and the Facilities (if construction has commenced), 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 (if applicable) and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of this Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to

convey all of its right, title, and interest in and to the Facilities and all of its rights under this Ground Lease to the new lessee of the Land under the same terms and conditions applicable to the Corporation, unless otherwise agreed to by the Board, or to the Board if the Board wishes to remain in possession on its own behalf, in consideration for the new lessee (or the Board as applicable) agreeing to assume all of the Corporation's obligations under this Ground Lease and under any debt incurred by the Corporation in connection with the construction of the Facilities.

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

ARTICLE TWELVE **TITLE TO THE FACILITIES**

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

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

ARTICLE THIRTEEN **CONDEMNATION**

Section 13.01. Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Board

apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

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

Section 13.03. Payment of Awards. Upon the Taking of all or any portion of the Land and the Facilities (a) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of Section 13.04, and (b) the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Board's Interest).

Section 13.04. Disbursement of Awards. Upon the Taking of all or any portion of the Facilities, the Corporation shall, upon receipt of notice from the Board instructing the Corporation to do so, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the restoration or replacement of the Facilities. The Award shall be applied to such restoration and replacement. In the event it is necessary to restore or replace the Facilities in a different location because of the Taking, the Corporation and the Board agree to amend or enter into a new lease in accordance with Sections 13.02 and 13.03. In the event the Board, pursuant to the Ground Lease, decides not to restore or replace the Facilities for any reason, the Award shall belong to the Board, and this Ground Lease shall terminate.

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

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

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

Section 14.03. Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any

permitted conveyance, transfer, or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Ground Lease.

ARTICLE FIFTEEN **COMPLIANCE CERTIFICATE**

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

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

ARTICLE SIXTEEN **TAXES AND LICENSES**

Section 16.01. Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state, and local taxes and fees, which are now or may hereafter be, levied upon the Corporation's interest in the Land or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board is not exempt from paying such taxes and fees and to

the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

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

ARTICLE SEVENTEEN
FORCE MAJEURE

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

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 (including pregnancy, gender identity, and transgender status), sexual orientation, age (forty (40) years old or older), genetic information, religion, national origin, citizenship, military or veteran status, or handicap, in employment practices or in the performance of the terms, conditions, covenants, and obligations of this Ground Lease, is prohibited.

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

If to the Board:

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

with copies to:

DeCuir, Clark & Adams, L.L.P.
Attn: Brandon J. DeCuir
732 North Boulevard
Baton Rouge, LA 70802

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

If to the Corporation:

David K. Fontenot, Chairman
Ragin' Cajun Facilities, Inc.
119 Ridgeway Drive, Ste. B3
Lafayette, Louisiana 70503

with a copy to:

Todd M. Swartzendruber
Oats & Marino, a Partnership of Professional Corporations
Suite 400
100 E. Vermilion Street
Lafayette, Louisiana 70501

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

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

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

and incorporated herein. Such memorandum shall be filed for record in Lafayette Parish, Louisiana.

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

Section 18.06. Louisiana Law to Apply. This Ground Lease and all claims arising out of or related to this Ground Lease shall exclusively be construed under and in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles, and all obligations of the parties created hereunder are performable in Lafayette Parish, Louisiana.

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

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

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

Section 18.10. Terminology. Unless the context of this Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the words "hereof," "herein," "hereunder," and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article, and

other headings in this Ground Lease are for reference purposes and shall not control or affect the renovation of this Ground Lease or the interpretation hereof in any respect. Article, section, and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in the City of Lafayette, Parish of Lafayette, Louisiana).

Section 18.11. Counterparts and Electronic Signatures. This Ground Lease may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Ground Lease. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

Section 18.12. Severability. If any term or condition of this Ground Lease or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Ground Lease are declared severable.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease Agreement on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2022.

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

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

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease Agreement on behalf of Ragin' Cajun Facilities, Inc. on the ____ day of _____, 2022.

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

EXHIBIT A

LEASED PROPERTY DESCRIPTION

That certain tract or parcel of land, and the improvements and facilities located thereon, being part of the University of Louisiana at Lafayette property, together with all servitudes appertaining thereto, City of Lafayette and Lafayette Parish, Louisiana, located in Section 68, Township 9 South, Range 4 East, bearing the municipal address of 2351 W. Congress St., Lafayette, LA 70506, and more particularly described as follows:

Commencing at GPS State Plane Coordinate (Zone 1702 - Louisiana South) X=624,735.087, Y=3,056,474.138 (U.S. survey feet) as the Point of Beginning, thence bearing N 53°15'36" E for a distance of 919.54 feet, and turning S 38°05'27" E for a distance of 870.64 feet, and turning S 51°59'53" W for a distance of 923.04 feet, and turning N 37°50'57" W for a distance of 890.89 feet to the Point of Beginning.

LESS AND EXCEPT:

That part of the above-described land, and the improvements and facilities located thereon, commencing at GPS State Plane Coordinate (Zone 1702 - Louisiana South) X=624458.6174, Y=3057566.7522 (U.S. survey feet) as the Point of Beginning, thence bearing S 39°55'03" W for a distance of 163.39 feet, and turning S 52°14'02" W for a distance of 167.76 feet, and turning N 36°10'10" W for a distance of 154.78 feet, and turning S 64°00'56" W for a distance of 101.73 feet, and turning N 74°00'15" W for a distance of 91.14 feet, and turning N 52°07'30" W for a distance of 44.67 feet, and turning N 31°33'30" E for a distance of 157.74 feet, and turning S 40°08'49" E for a distance of 38.54 feet, and turning S 87°49'06" E for a distance of 25.57 feet, and turning N 52°43'45" E for a distance of 159.95 feet, and turning N 40°28'54" E for a distance of 22.05 feet, and turning S 80°36'03" E for a distance of 152.58 feet, and turning S 22°28'28" W for a distance of 40.83 feet, and turning S 47°17'39" W for a distance of 93.25 feet, and turning S 38°36'27" E for a distance of 155.98 feet, and turning N 62°02'28" E for a distance of 194.93 feet to GPS coordinate 624139.1656 north and 3057157.1113 east.

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

EXHIBIT C

FORM OF
MEMORANDUM OF GROUND LEASE

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

This Memorandum of Ground Lease (this “*Memorandum*”) is entered into by and between the Board of Supervisors for the University of Louisiana System (“*Lessor*”) and Ragin’ Cajun Facilities, Inc. (“*Lessee*”).

RECITALS

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

B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties’ rights under the 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 _____, 2022 and shall continue until the Facilities (as that term is defined in the Lease) are accepted by the Lessor.

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

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

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

and

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

Lessee: Ragin' Cajun Facilities, Inc.
c/o University of Louisiana at Lafayette
104 University Circle
Lafayette, Louisiana 70503

and

Todd M. Swartzendruber
Oats & Marino
100 E. Vermillion Street, Suite 400
Lafayette, Louisiana 70501

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease Agreement on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2022.

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

(example - signature not required)

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

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease Agreement on behalf of Ragin’ Cajun Facilities, Inc. on the ____ day of _____, 2022.

RAGIN’ CAJUN FACILITIES, INC.

(example - signature not required)

By: _____
David K. Fontenot, Chairman

EXHIBIT A

LEASED PROPERTY DESCRIPTION

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Commencing at GPS State Plane Coordinate (Zone 1702 - Louisiana South) X=624,735.087, Y=3,056,474.138 (U.S. survey feet) as the Point of Beginning, thence bearing N 53°15'36" E for a distance of 919.54 feet, and turning S 38°05'27" E for a distance of 870.64 feet, and turning S 51°59'53" W for a distance of 923.04 feet, and turning N 37°50'57" W for a distance of 890.89 feet to the Point of Beginning.

LESS AND EXCEPT:

That part of the above-described land, and the improvements and facilities located thereon, commencing at GPS State Plane Coordinate (Zone 1702 - Louisiana South) X=624458.6174, Y=3057566.7522 (U.S. survey feet) as the Point of Beginning, thence bearing S 39°55'03" W for a distance of 163.39 feet, and turning S 52°14'02" W for a distance of 167.76 feet, and turning N 36°10'10" W for a distance of 154.78 feet, and turning S 64°00'56" W for a distance of 101.73 feet, and turning N 74°00'15" W for a distance of 91.14 feet, and turning N 52°07'30" W for a distance of 44.67 feet, and turning N 31°33'30" E for a distance of 157.74 feet, and turning S 40°08'49" E for a distance of 38.54 feet, and turning S 87°49'06" E for a distance of 25.57 feet, and turning N 52°43'45" E for a distance of 159.95 feet, and turning N 40°28'54" E for a distance of 22.05 feet, and turning S 80°36'03" E for a distance of 152.58 feet, and turning S 22°28'28" W for a distance of 40.83 feet, and turning S 47°17'39" W for a distance of 93.25 feet, and turning S 38°36'27" E for a distance of 155.98 feet, and turning N 62°02'28" E for a distance of 194.93 feet to GPS coordinate 624139.1656 north and 3057157.1113 east.

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

- Item F.18.** **University of Louisiana at Lafayette's** request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the NIH C06 Grant Construction Project of Building 29 Laboratories renovations to be located on the New Iberia Research Center campus of the University of Louisiana at Lafayette in New Iberia, Louisiana.

EXECUTIVE SUMMARY

University of Louisiana at Lafayette's New Iberia Research Center (NIRC) has received a \$2 Million C06 Grant from the National Institute of Health (NIH) to build a Research Laboratory at the NIRC Building 29. UL Lafayette will need to go through the state's Facility Planning and Control office to do so. This process is similar to the previously approved NIH grant funded project approved by the Board on February 17, 2022.

ULL/NIRC will contribute \$568,034 in self-generated matching funds toward the project for a total project budget of \$2,568,034. The Federal funding requires that the project be completed and all Federal funds expended and fully paid by May 31, 2027. There will be a 20-year time period (through 2047), after the Federal funds have been expended, by the Federal government for oversight of these buildings to confirm their continued use for approved biomedical research.

UL Lafayette/NIRC intends to follow the standard design, bid, build construction process. The building's design and construction will meet the NIH Research Offices design standards that are specific to their research facilities and all applicable Research Laboratory codes that apply to Research facilities through these Federal Departments:

ORIP - Office of Research Infrastructure Programs
ORF - Office of Research Facilities
OGM - Office of Grants Management

The Board with and on behalf of the University will be the owner of the buildings. UL Lafayette/NIRC will operate the buildings once they are completed and operational. NIRC will continue to use the property for scientific research conducted or sponsored by the NIH and other Federal agencies for health-related programs and educational and research activities.

Given the compressed timeline available for this project and the need to keep construction overhead to a minimum, the University has requested of Facility Planning and Control that the University be allowed to manage the project on its own in collaboration with an architect to be selected shortly. Facility Planning and Control supports this request and has advised the University that approvals from the ULS Board of Supervisors, the Louisiana Board of Regents, Facility Planning and Control on its own behalf, and the Louisiana Joint Legislative Committee of the Budget are required to complete the act of delegating authority on the project. The University will separately seek approval from these entities and provide copies to the ULS Board Staff when approvals have been granted.

Working in collaboration with Facility Planning and Control, the University intends to use the Architect Selection Board to assign an architect to the project. Once all approvals have been obtained, the University will take necessary actions to engage with architects and eventually contractors to construct the facility.

Timing of this approval is critical due to the limited availability of funding under the NIH C06 grant.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the NIH C06 Grant Construction Project of Building 29 Laboratories renovations to be located on the New Iberia Research Center campus of the University of Louisiana at Lafayette in New Iberia, Louisiana.

BE IT FURTHER RESOLVED, that prior to execution of final documents the University of Louisiana at Lafayette shall: (a) Provide evidence to UL System staff and legal counsel from agencies/parties with transaction process oversight that all transactional and administrative requirements have been satisfied; (b) Obtain final review and approval from UL System staff; and, (c) Obtain approval from legal counsel that all necessary actions and approvals have been obtained and that documents are in appropriate order for execution.

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.18.

P. O. Drawer 41008
Lafayette, LA 70504-1008
(337) 482-6203
Fax: (337) 482-5914
e-mail: president@louisiana.edu

Université des Acadiens

November 15, 2022

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

Dear Dr. Henderson:

This is a request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the NIH C06 Grant Construction Project of Building 29 Laboratories renovations to be located on the New Iberia Research Center campus in New Iberia, Louisiana similar to the previously approved NIH grant funded project.

Please place these items on the agenda for consideration at the December 2022 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a large, stylized blue scribble.

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

Item F.19. University of Louisiana at Monroe's request for approval to proceed with acceptance of an irrevocable assignment and act of donation for the Scottish Rite building from the University of Louisiana at Monroe Facilities, Inc. pending a Level 1 Environmental Assessment.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting approval to proceed with acceptance of an irrevocable assignment and act of donation for the Scottish Rite building from the University of Louisiana at Monroe Facilities, Inc. The Scottish Rite building is located at 205 University Avenue, Monroe, Louisiana 71209. The building is 12,000 square feet and will be a great asset to the University. The University plans on remodeling the facility to accommodate the on-campus child development center that recently burned. The insurance proceeds will cover the cost of the renovation and will be no additional expense to the University. The Scottish Rite building is valued at approximately \$620,000.

A copy of the State of Louisiana Act of Donation form from University of Louisiana at Monroe Facilities, Inc. to the University of Louisiana at Monroe has been included. The University has requested a Level 1 Environmental Assessment prior to finalizing the acceptance of this donation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request to accept the irrevocable assignment and act of donation for the Scottish Rite building from the University of Louisiana at Monroe Facilities, Inc. pending a Level 1 Environmental Assessment.*

***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.*

Executive Summary

December 6, 2022

Page 2

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe and his or her designee is hereby designated and authorized to sign any and all documents related to the donation.

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

December 6, 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 Acceptance of the Scottish Rite Building
December 6, 2022 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to proceed with acceptance of an irrevocable assignment and act of donation for the Scottish Rite building from the University of Louisiana Monroe Facilities, Inc. The building is located at 205 University Ave, Monroe, LA 71209. The building is a total of 12,000 square feet. This building is located in the heart of campus and will be a great asset to the University. The University plans on remodeling the building with insurance proceeds from the fire that took place at the current child development center. Please include ULM's request for approval on the December 6, 2022, Board meeting agenda.

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

Sincerely,

Ronald L. Berry, DBA
President

#TAKEFLIGHT

STATE OF LOUISIANA

PARISH OF OUACHITA

ACT OF DONATION

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned in and for their respective States and Parishes hereinafter named, and in the presence of the undersigned competent witnesses, personally came and appeared:

UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., a Louisiana non-profit corporation domiciled in Ouachita Parish, Louisiana, whose mailing address is 700 University Avenue, Library Suite 623, Monroe, LA 71209-2000, herein represented by Dan W. Robertson, duly authorized pursuant to resolution of its board attached hereto, hereinafter referred to as "Grantor",

who declared and acknowledged that in conjunction with its role as a support organization for University of Louisiana at Monroe, Grantor does hereby irrevocably give, grant, alienate, confirm and donate, inter vivos, in full ownership, unto:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, whose mailing address is 1201 North Third Street, Suite 7-300, Baton Rouge, Louisiana 70802, acting herein on behalf of the University of Louisiana at Monroe, which Board is represented herein by Dr. Ronald L. Berry, University of Louisiana at Monroe President, hereinafter referred to as "Grantee"

the immovable property and all improvements and appurtenances thereunto belonging located at 205 University Avenue, Monroe, Ouachita Parish, Louisiana, described to wit:

Lot Six (6) and Seven (7) of Block 29 of Cole Addition to the City of Monroe, Louisiana, as per plat on file in Plat Book 3, Page 4, Records of Ouachita Parish, Louisiana, with a municipal address of 205 University Avenue, Monroe, Louisiana 71203. Subject to all covenants, conditions and restrictions of record and subject to all easements, servitudes and rights-of-way of record.

TO HAVE AND TO HOLD the above-described property unto said Grantee, its successors and assigns, forever.

AND NOW, hereby personally appears Dr. Ronald L. Berry, in his capacity as President of University of Louisiana at Monroe, on behalf of the Board of Supervisors for the University of Louisiana System, who, in the presence of the undersigned witnesses and Notary accepts the said donation made unto the Board of Supervisors for the University of Louisiana System aforesaid and acknowledges due delivery and possession of the above-described property so donated to it.

THUS, DONE AND PASSED in the presence of the undersigned competent and attesting witnesses who sign their names together with the said parties, and me, Notary, on this 11th day of November 2022.

WITNESSES:

GRANTOR
UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Printed Name: _____

By: Dan W. Robertson, President

Printed Name: _____

Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death

STATE OF LOUISIANA

PARISH OF OUACHITA

THUS, DONE AND PASSED in the presence of the undersigned competent and attesting witnesses who sign their names together with the said parties, and me, Notary, on this 11th day of November 2022.

WITNESSES:

GRANTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Printed Name: _____

By: _____
Dr. Ronald L. Berry, President
University of Louisiana at Monroe

Printed Name: _____

Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death

**CERTIFICATE OF THE SECRETARY OF
UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.**

BE IT KNOWN, that on this 11th day of November 2022, before me, the undersigned Notary Public, duly commissioned and qualified to act as such personally came and appeared, University of Louisiana Monroe Facilities, Inc., a Louisiana non-profit corporation, who stated the following is a true and correct copy of a resolution unanimously adopted by a specially called and legally convened meeting of the Board of Directors of said corporation held on November __, 2022.

BE IT RESOLVED that Dan W. Robertson, President, is hereby authorized and empowered for and on behalf of this corporation to donate the immovable property and all improvements thereon and appurtenances thereto described as:

Lot Six (6) and Seven (7) of Block 29 of Cole Addition to the City of Monroe, Louisiana, as per plat on file in Plat Book 3, Page 4, Records of Ouachita Parish, Louisiana, with a municipal address of 205 University Avenue, Monroe, Louisiana 71203.

To the Board of Supervisors for the University of Louisiana System.

BE IT FURTHER RESOLVED that Dan W. Robertson, President, is hereby fully authorized and empowered to execute any and all documents, containing such terms and conditions as may be necessary to carry out the intent of this resolution.

As Secretary of this corporation, the undersigned does hereby certify that the above and foregoing is a true and correct copy of the resolution mentioned and passed in the preamble to this instrument and that said resolution has not been canceled or rescinded.

WITNESS my hand, as the Official Act of this Corporation on this 11th day of November 2022.

Secretary
Printed Name: Wynn Lawrence

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 11th day of November 2022.

Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

Item F.20. **University of Louisiana at Monroe’s** request for approval to name the College of Pharmacy’s Office of the Dean the “Bill and Marsha Bourn Office of the Dean.”

EXECUTIVE SUMMARY

The University is requesting approval to name the Office of the Dean housed in the College of Pharmacy the “*Bill and Marsha Bourn Office of the Dean.*” Bill Bourn served as Dean of the ULM College of Pharmacy for 18 years, between 1986 and 2003. In 1991, Bill founded the “Dufilho Society,” an endowed fund for the support and advancement of the ULM College of Pharmacy.

After his retirement, Bill remained an active presence in the College. Bill and Marsha were married for 53 years, until her unforeseen death in October 2017. Bill and Marsha have three daughters, all of whom graduated from ULM. One of their daughters is a pharmacist working in a retail pharmacy, as is her husband who also is a ULM Pharmacy alumnus. Their remaining daughters are twins, one of which has an earned degree in toxicology, while the other has an earned degree in nursing.

Because of their significant impact on our region, the profession of pharmacy and their support of the University of Louisiana at Monroe and the College of Pharmacy, the University wishes to honor them with this naming.

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 the University of Louisiana at Monroe’s request for approval to name the College of Pharmacy’s Office of the Dean the “*Bill and Marsha Bourn Office of the Dean.*”

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000
P 318.342.1010 | F 318.342.1019 | ulm.edu

November 15, 2022

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

Dear Dr. Henderson:

The University of Louisiana Monroe (ULM) respectfully requests that the University of Louisiana System Board of Supervisors approve our request to name the Office of the Dean housed in the College of Pharmacy after Bill and Marsha Bourn.

Bill Bourn served as Dean of the ULM College of Pharmacy for 18 years, between 1986 and 2003. In 1991, Bill founded the "Dufilho Society," an endowed fund for the support and advancement of the ULM College of Pharmacy. After his retirement, Bill remained an active presence in the College. Bill and Marsha were married for 53 years, until her unforeseen death in October 2017. Bill and Marsha have three daughters, all of whom graduated from ULM. One of their daughters is a pharmacist working in a retail pharmacy, as is her husband who is also a ULM Pharmacy alumnus. Their remaining daughters are twins, one of which has an earned degree in toxicology, while the other has an earned degree in nursing.

Because of their significant impact on our region, the profession of pharmacy and their support of the University of Louisiana Monroe and the College of Pharmacy, we wish to honor them by naming The College of Pharmacy's, Office of the Dean, the "Bill and Marsha Bourn Office of the Dean."

Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Ron Berry". The signature is written in a cursive style with a long, sweeping underline.

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

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

FACILITIES PLANNING COMMITTEE

December 6, 2022

Item F.21. University of New Orleans' request for approval to dedicate the College of Sciences building as the "Mary Grace Curry College of Sciences Building."

EXECUTIVE SUMMARY

The University of New Orleans requests that the College of Sciences building located on the University campus be dedicated as "*Mary Grace Curry College of Sciences Building*" in recognition of her significant charitable contributions to the University and the State of Louisiana religious organizations, and for her work as environmental scientist and historian of Jefferson Parish.

The posthumous contribution of Mary Grace Curry will be instrumental in the establishment of multiple Louisiana Board of Regents Support Fund endowments at the University of New Orleans supporting *Mary Grace Curry Endowed First Generation Scholarships in the College of Sciences*. These endowed scholarships will help transform the lives of multiple students over many years by helping them achieve their goal of being the first in the family to earn a college degree.

Mary Grace Curry earned a Bachelor of Science degree in biology in 1969 and a Master of Science in biology in 1971. She earned her PhD in botany from Louisiana State University in 1973. Professionally, Dr. Curry was a long-time employee of Jefferson Parish where she served as an environmental impact officer. As a volunteer, she spent countless hours meticulously gathering, researching, and recording the history of Jefferson Parish. She was a member of numerous historical and genealogical societies.

In 1993, Dr. Curry was named the College of Sciences Alumna of the Year and she served as the College's representative on the University of New Orleans Alumni Association Board of Directors and numerous committees.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval to dedicate the College of Sciences building as the "*Mary Grace Curry College of Sciences Building*."



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

F.21.

October 27, 2022

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

Re: Mary Grace Curry College of Sciences Building

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of a College of Sciences building on the University of New Orleans campus as the "Mary Grace Curry College of Sciences Building" be submitted to the University of Louisiana System Board Of Supervisors for its consideration and approval.

Please feel free to contact me if you have any additional questions regarding this matter. You may reach me via email at jnicklow@uno.edu.

Sincerely,

John W. Nicklow, PhD
President

To: University of Louisiana System President James B. Henderson and members of the University of Louisiana Board of Supervisors

Date: October 27, 2022

Re: Mary Grace Curry College of Sciences Building

1. Summary

The University of New Orleans ("University") requests that the College of Sciences building located on the University campus be dedicated as "Mary Grace Curry College of Sciences Building" in recognition of Mary Grace Curry's significant charitable contributions to the University of New Orleans and the State of Louisiana religious organizations, and for her work as environmental scientist and historian of Jefferson Parish.

The posthumous contribution of Mary Grace Curry will be instrumental in the establishment of multiple Louisiana Board of Regents Support Fund endowments at the University of New Orleans supporting *Mary Grace Curry Endowed First Generation Scholarships in the College of Sciences*. These endowed scholarships will help transform the lives of multiple students over many years by helping them achieve their goal of being the first in the family to earn a college degree.

Mary Grace Curry earned a Bachelor of Science degree in biology in 1969 and a Master of Science in biology in 1971. She earned her PhD in botany from Louisiana State University in 1973. Professionally, Ms. Curry was a long-time employee of Jefferson Parish where she served as an environmental impact officer. As a volunteer, Ms. Curry spend countless hours meticulously gathering, researching and recording the history of Jefferson parish. She was a member of numerous historical and genealogical societies.

In 1993, Ms. Curry was named the College of Sciences Alumna of the Year and she served as the College's representative on the University of New Orleans Alumni Association Board of Directors and numerous committees.

2. Budget Note

Not applicable. The cost of any plaques or other expense related to the naming will be paid for with non-state funds.

3. Related Documents

This proposal is in compliance with University of Louisiana Board of Supervisors: C-VI Facilities Planning.