

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.8. **University of Louisiana at Lafayette's** request for authorization only to begin negotiations for a Cooperative Endeavor Agreement and Land Lease with the City of Lafayette and/or Lafayette City-Parish Consolidated Government for a performing arts center, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting authorization only to begin negotiations for a Cooperative Endeavor Agreement (CEA) and Land Lease with the City of Lafayette and/or Lafayette City-Parish Consolidated Government (City) regarding the design, construction, and operation of a performing arts center, in order to enhance the University's mission and development opportunities, as authorized by La. R.S. 17:3361.

Lafayette Economic Development Authority recently obtained a market and financial feasibility analysis related to the development and operation of a new performing arts center in Lafayette. The University was selected as the top site location for the new performing arts center. The City desires to construct the new performing arts center on University property located at University Common as defined in the UL-Lafayette Master Plan, along with appropriate infrastructure. The CEA will provide the terms therefor, and the Land Lease will provide for the University to lease the site to the City pursuant to the CEA.

The CEA and Lease will benefit the University by contributing to and accelerating development of University Common, enhancing the University's performing arts programs, and contributing to the recreational environment at the University. The CEA will also benefit the University by furthering its continued partnership with the City to provide community-supported amenities and infrastructure and positive economic impact for local and state government.

Upon approval by the Board, the University will proceed with the assistance of System staff, legal counsel, and the other appropriate State agencies to move toward the negotiation of the Cooperative Endeavor Agreement and Land Lease with the City. The University will need to come back to the Board for approval of the Cooperative Endeavor Agreement and Land Lease once they are finalized.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request for authorization only to begin negotiations for a Cooperative Endeavor Agreement and Land Lease with the City of Lafayette and/or Lafayette City-Parish Consolidated Government for a performing arts center, as authorized by La. R.S. 17:3361.*

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



October 6, 2022

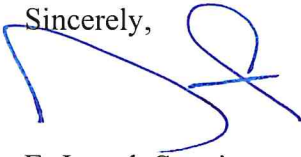
Dr. James B. Henderson
President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is a request for permission for the University of Louisiana at Lafayette to enter into Cooperative Endeavor Agreement and Land Lease with the City of Lafayette and/or Lafayette City-Parish Consolidated Government for a performing arts center. The performing arts center is proposed to be constructed in the University Common, in furtherance of the University's Master Plan.

The CEA and Lease will benefit the University by contributing to and accelerating development of University Common, enhancing the University's performing arts programs, and contributing to the recreational environment at the University. The CEA will also benefit the University by furthering its continued partnership with the City to provide community-supported amenities and infrastructure and positive economic impact for local and state government.

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

Sincerely,


E. Joseph Savoie
President

svc

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.9. **University of Louisiana at Lafayette’s** request for approval to enter into a six-month extension of the Second Intergovernmental Contract regarding control and operation of the Cajundome with the Lafayette City-Parish Consolidated Government.

EXECUTIVE SUMMARY

The University and the City of Lafayette, now the Lafayette City-Parish Consolidated Government (“City”), entered into an Intergovernmental Contract dated September 23, 1987, as amended March 5, 1992, concerning the control and operation of the Cajundome, in accordance with Act 230 of the 1979 Regular Session of the Louisiana Legislature. The Intergovernmental Contract set forth the University’s and the City’s responsibilities regarding control and operation of the Cajundome and established the Cajundome Commission in accordance with La. R.S. 33:1332 to administer the terms of the Intergovernmental Contract and the Cajundome.

The University and the City subsequently entered into a Second Intergovernmental Contract dated September 23, 2012 concerning the control and operation of the Cajundome, which replaced and superseded the original Intergovernmental Contract. The Second Intergovernmental Contract restated the University’s and the City’s commitment to continue to provide for better management and development of the Cajundome arena, convention center, and future facilities, consistent with certain objectives stated therein. The University and the City entered into a Renewal of Term of Intergovernmental Contract whereby the Second Intergovernmental Contract was renewed for an additional five-year term, expiring on October 31, 2022. The City approved the extension on their end at the October 18, 2022 Council meeting.

The University and the City now desire to consider and address potential modifications to the Second Intergovernmental Contract to further improve management and development of the Cajundome arena and convention center, which will take additional time beyond the current October 31, 2022 expiration date.

To provide the additional time necessary to complete the foregoing, the University is seeking approval to enter into a First Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for six months, until April 30, 2023.

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 enter into a six-month extension of the Second Intergovernmental Contract regarding control and operation of the Cajundome with the Lafayette City-Parish Consolidated Government.

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

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



October 6, 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 and execute a First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six (6) months, until April 30, 2023.

The University and the Lafayette City-Parish Consolidated Government as successor to the City of Lafayette ("City") are parties to a Second Intergovernmental Contract concerning the control and operations of the Cajundome arena and convention center. The Second Intergovernmental Contract will expire on October 31, 2022.

The University and the City now desire to consider and address potential modifications to the Second Intergovernmental Contract to further improve management and development of the Cajundome arena and convention center. This will take additional time beyond the current October 31, 2022 expiration date.

To provide the additional time necessary to complete the foregoing, the University is seeking approval to enter into a First Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for six months, until April 30, 2023.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachments

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**FIRST AMENDMENT TO
SECOND INTERGOVERNMENTAL CONTRACT**

BE IT KNOWN, that, on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such and in the presence of the undersigned competent witnesses, respectfully came and appeared:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE, herein represented by its President, Dr. E. Joseph Savoie, in accordance with the authority granted pursuant to Act 230 of the 1979 Regular Session of the Louisiana Legislature, which is incorporated herein by reference thereto ("UL Lafayette"),

THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, herein represented by its Mayor-President, Joshua S. Guillory, in accordance with Ordinance No. CO- _____-2022 of the Lafayette City Council, duly adopted on the ___ day of _____, 2022, which is incorporated herein by reference thereto ("City"),

who declared:

WHEREAS, UL Lafayette and the City entered into an Intergovernmental Contract dated September 23, 1987, as amended March 5, 1992, concerning the control and operations of the Cajundome, in accordance with Act 230 of the 1979 Regular Session of the Louisiana Legislature (the "First Intergovernmental Contract"); and

WHEREAS, UL Lafayette and the City entered into a subsequent Second Intergovernmental Contract dated September 23, 2012, concerning the control and operations of the Cajundome, which replaced and superseded the First Intergovernmental Contract (the "Second Intergovernmental Contract"); and

WHEREAS, UL Lafayette and the City entered into a Renewal of Term of Governmental Contract, whereby the Second Intergovernmental Contract was renewed for an additional five-year term, expiring on October 31, 2022; and

WHEREAS, the parties desire to enter into this First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six (6) months, until April 30, 2023; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, UL Lafayette and the City do hereby agree to amend the Second Intergovernmental Contract upon the following terms and conditions:

I.

The text of Section XXII is hereby deleted and substituted with the following:

The parties hereby agree that this Second Intergovernmental Contract shall be effective as of September 23, 2012 (the "Effective Date") and, unless otherwise provided herein, shall supersede all other agreements by and between the parties concerning the Cajundome. The term of the Second Intergovernmental Contract

shall continue from the Effective Date until April 30, 2023, unless otherwise terminated in accordance with this Second Governmental Contract.

II.

Except as specifically modified herein, all other terms, covenants, and conditions of the Second Intergovernmental Contract shall continue in full force and effect.

III.

During the term of this six (6) month extension, the financial obligations of the City shall be fifty (50%) percent of those stated in the Second Intergovernmental Contract.

IV.

The Cajundome Commission hereby intervenes and joins in, to the extent necessary, and hereby consents and agrees to this First Amendment to Second Intergovernmental Contract and to all the terms and conditions as set forth herein.

[Intentionally left blank – Signatures on following pages]

THUS DONE AND PASSED on the ___ day of _____, 2022, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**THE BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM, acting herein on behalf of THE
UNIVERSITY OF LOUISIANA at
LAFAYETTE**

(Witness - SIGN)

BY: _____
Dr. E. Joseph Savoie
President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the ___ day of _____, 2022, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

THE CITY OF LAFAYETTE

(Witness - SIGN)

BY: _____
Joshua S. Guillory
Lafayette Mayor-President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the ____ day of _____, 2022, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

THE CAJUNDOME COMMISSION

(Witness - SIGN)

BY: _____
Dr. DeWayne Bowie
Chairman

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

- Item F.10.** **University of Louisiana at Lafayette's** request for approval to enter into (a) a Cooperative Endeavor Agreement with Louisiana Department of Economic Development and Ragin' Cajun Facilities, Inc. (RCF) for construction of certain facilities; (b) a Cooperative Endeavor Agreement and a Lease with Iberia Economic Development Authority to obtain the site for the BioInnovation Accelerator facility; and (c) leases to RCF to provide each site for construction of the facilities by RCF.

EXECUTIVE SUMMARY

Act No. 117 of the 2022 Regular Session of the Louisiana Legislature appropriated to Louisiana Department of Economic Development (LED) (a) \$24,600,000 for construction of a Biosafety Level 3 laboratory and animal housing facility (BSL-3 Facility), and (b) \$22,400,000 for construction of a Good Manufacturing Practices Contract Drug Manufacturing Organization Facility and a BioInnovation Accelerator facility (CDMO Facility). Act 117 required these appropriations to be directed to the University and a cooperative endeavor agreement with LED therefor.

The University intends to construct the BSL-3 Facility through Ragin' Cajun Facilities, Inc. (RCF), a nonprofit corporation affiliated with the University formed to support the University in executing construction projects, on property owned by the University and leased to RCF for this purpose; to construct the CDMO Facility through RCF on property leased by the University for 50 years from the Iberia Economic Development Authority (IEDA) and subleased to RCF for this purpose, using the appropriated funds; for the RCF leases to terminate upon completion of construction of the respective Facilities; and for the University to own and operate the Facilities upon termination.

To carry out the foregoing, the University is seeking approval to enter into a Cooperative Endeavor Agreement with LED and RCF (LED CEA). The LED CEA is required by Act 117 for receipt and use of the appropriations and would provide for payment by LED from the appropriations for work contracted by RCF for the design and construction of the Facilities, upon approval of the invoices by the University. The Facility designer and Construction Manager at Risk shall be selected through an open competitive process that requires advertising and evaluation of multiple proposals.

The University further seeks approval to enter into a Cooperative Endeavor Agreement with IEDA (IEDA CEA) to provide for the lease of the site for the CDMO Facility for \$1 per year for a term of 50 years, or such longer term as authorized by future legislative act; for the University

to own and operate the CDMO Facility during the term of the lease; and for IEDA and the University to cooperate to develop additional funding for the CDMO Facility and its future expansion. The obligations of the University would be subject to the availability of appropriations therefor. The University also seeks approval to enter into the Lease with IEDA.

Finally, the University seeks approval to enter into Leases of the sites for the BSL-3 Facility and the CDMO Facility, each to RCF for \$1 per year and construction by RCF of the respective Facilities thereon, using the appropriations pursuant to the LED CEA. RCF would own the Facilities until completion thereof, whereupon the respective Lease would terminate and the University would acquire ownership of the Facilities.

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 into (a) a Cooperative Endeavor Agreement with Louisiana Department of Economic Development and Ragin' Cajun Facilities, Inc. (RCF) for receipt and use of funds appropriated by Act 117 of the 2022 Regular Session for construction of a Biosafety Level 3 laboratory and animal housing facility (BSL-3 Facility) and a Good Manufacturing Practices Contract Drug Manufacturing Organization Facility and BioInnovation Accelerator facility (CDMO Facility); (b) a Cooperative Endeavor Agreement and a Lease with Iberia Economic Development Authority to obtain the site for the CDMO Facility; and (c) Leases to RCF to provide each site for construction of the Facilities by RCF using the appropriated funds, each of which shall terminate upon completion of construction.

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 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 the University of Louisiana at Lafayette or his or her designee is hereby designated and authorized to execute any and all documents associated with said agreements 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.



October 6, 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) Cooperative Endeavor Agreement with Louisiana Department of Economic Development and Ragin' Cajun Facilities, Inc. (RCF) for receipt and use of funds appropriated by Act 117 of the 2022 Regular Session for construction of a Biosafety Level 3 laboratory and animal housing facility (BSL-3 Facility) and a Good Manufacturing Practices Contract Drug Manufacturing Organization Facility and bioinnovation accelerator facility (CDMO Facility);
- (b) Cooperative Endeavor Agreement and a Lease with Iberia Economic Development Authority (IEDA) to obtain the site for the CDMO Facility; and
- (c) Leases to RCF to provide the sites for construction of the Facilities by RCF using the appropriated funds.

Act No. 117 of the 2022 Regular Session of the Louisiana Legislature contains two appropriations to LED directed to the University:

- (a) "NIRC BSL-3 Lab and Animal Housing," payable from General Obligation Bonds, Priority 5, in the amount of \$10,600,000 and from the Capital Outlay Savings Fund in the amount of \$14,000,000, totaling \$24,600,000; and
- (b) "NIRC Iberia BioInnovation Accelerator GMP CDMO," payable from General Obligation Bonds, Priority 5, in the amount of \$20,400,000 and from the Capital Outlay Savings Fund in the amount of \$2,000,000, totaling \$22,400,000.

Both appropriations were made to LED for proper expenditure in accordance with Act 117, which provides that the appropriations shall be administered by LED under a cooperative endeavor agreement.

Dr. James B. Henderson

Page 2

October 6, 2022

As such, the University is seeking approval of the Board of Supervisors for the University of Louisiana System to enter into the referenced agreements with LED, RCF, and IEDA that would allow for receipt and use of the appropriated funds to construct the BSL-3 Facility through RCF on property owned by the University and leased to RCF for this purpose, using the appropriated funds; to construct the CDMO Facility through RCF on property leased by the University for 50 years from IEDA for \$1 per year and subleased to RCF for this purpose, using the appropriated funds; for the leases to terminate upon completion of construction of the respective Facilities; and for the University to own and operate the Facilities upon termination. The LED CEA and IEDA CEA and Lease are attached, as are draft Leases to RCF, which will be approved by System staff and legal counsel prior to execution.

It is envisioned that the BSL-3 Facility will enable research, educational, and other activities requiring such level of biological safety, which will greatly expand the University's New Iberia Research Center's (NIRC) research capabilities and benefit NIRC and its collaborators and partners in their respective future research endeavors. It is further envisioned that the CDMO Facility will enable manufacturing of drugs tested and developed at NIRC and elsewhere, thus enabling NIRC and its collaborators and partners to manufacture needed drugs more quickly and reduce reliance on foreign manufacturing; and that the CDMO Facility will include an office building for business incubation of bioinnovation firms to be recruited and developed by the University, leveraging the drug manufacturing facility, the BSL-3 Facility, and other assets and expertise of NIRC.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Joseph Savoie". The signature is stylized with a large loop and a trailing flourish.

E. Joseph Savoie
President

svc
Attachments

COOPERATIVE ENDEAVOR AGREEMENT

by and between

STATE OF LOUISIANA

and

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

**THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM on behalf of the UNIVERSITY OF
LOUISIANA AT LAFAYETTE**

and

RAGIN' CAJUN FACILITIES, INC.

regarding

CONSTRUCTION OF BSL-3 FACILITY AND CDMO FACILITY

COOPERATIVE ENDEAVOR AGREEMENT

This cooperative endeavor agreement (“Agreement”), effective September 1, 2022 (“Effective Date”), is made between:

STATE OF LOUISIANA (“State”), represented herein by the Commissioner of Administration (“Commissioner”);

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT (“LED”), an agency of the State, represented herein by the Secretary of LED (“Secretary”);

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“UL Lafayette”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by its President; and

RAGIN’ CAJUN FACILITIES, INC. (“RCF”), a nonprofit corporation organized under the Laws of the State of Louisiana to support UL Lafayette, and party to an Affiliation Agreement with UL Lafayette, represented herein by its President;

(The above four entities are referred to collectively as “parties” and singularly as a “party”).

WHEREAS, Act No. 117 of the Louisiana Legislature, Regular Session of 2022 (“Act 117”) is the comprehensive capital outlay budget and the capital outlay program for State government, State institutions, and other public entities, which is required by Article VII, Section 6 of the Louisiana Constitution and in pertinent part contains two appropriations to LED:

(1) “NIRC BSL-3 Lab and Animal Housing,” (“Appropriation 1”) payable from General Obligation Bonds, Priority 5, in the amount of Ten Million Six Hundred Thousand Dollars (\$10,600,000) and from the Capital Outlay Savings Fund in the amount of Fourteen Million Dollars (\$14,000,000), totaling Twenty-Four Million Six Hundred Thousand Dollars (\$24,600,000); and

(2) “NIRC Iberia BioInnovation Accelerator GMP CDMO,” (“Appropriation 2”) payable from General Obligation Bonds, Priority 5, in the amount of Twenty Million Four Hundred Thousand Dollars (\$20,400,000) and from the Capital Outlay Savings Fund in the amount of Two Million Dollars (\$2,000,000), totaling Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000); and

The Use of Appropriation 1 and Appropriation 2 for the purposes provided herein are the “Project.”

WHEREAS, the purpose of Appropriation 1 is to construct a Biosafety Level 3 laboratory and animal housing facility (“BSL-3 Facility”) at the UL Lafayette New Iberia Research Center (“NIRC”). NIRC is a comprehensive research institution with an in-house public-health-funded research program as well as collaborative relationships with private companies and academic partnerships. The BSL-3 Facility will enable research, educational, and other activities requiring

such level of biological safety, which will greatly expand NIRC's research capabilities and benefit NIRC and its collaborators and partners in their respective future research endeavors; and

WHEREAS, the purpose of Appropriation 2 is to construct the initial component of a bioinnovation accelerator complex, to be owned and operated by UL Lafayette and consisting of a Good Manufacturing Practices ("GMP") Contract Drug Manufacturing Organization Facility and a bioinnovation accelerator facility ("CDMO Facility"). The CDMO Facility includes a biopharmaceutical manufacturing facility for drugs tested and developed at NIRC and elsewhere, and it will enable NIRC and its collaborators and partners to manufacture needed drugs more quickly and reduce reliance on foreign manufacturing. The CDMO Facility also includes an office building for business incubation of bioinnovation firms to be recruited and developed by UL Lafayette, leveraging the drug manufacturing facility, the BSL=3 Facility, and other assets and expertise of NIRC. The CDMO Facility will be modular, such that future components for bioinnovation acceleration can be added to the complex as additional funding is procured; and

WHEREAS, out of Appropriations 1 and 2, the funds from the Capital Outlay Savings Fund as set forth above represent the funds available for expenditure in the planning, construction, and equipment of the BSL-3 Facility and the CDMO Facility for the fiscal year ending June 30, 2023; and the funds from General Obligations Bonds, Priority 5, represent additional funding available for planning, construction and equipment for the BSL-3 Facility and the CDMO Facility; and

WHEREAS, Appropriations 1 and 2 were made to LED for proper expenditure in accordance with Act 117 and the capital outlay request, and Section 8(G) of Act 117 provides that Appropriations 1 and 2 shall be administered by LED under a cooperative endeavor agreement; and

WHEREAS, Section 8(V) of Act 117 provides that Appropriations 1 and 2 shall also be directed to UL Lafayette for the purposes of design, planning, and improvements to NIRC, namely, the BSL-3 Facility and the CDMO Facility as described above (collectively, the "Facilities" and each a "Facility") and the terms "construct" or "construction" as used herein shall include these purposes; and

WHEREAS, the parties intend to construct the BSL-3 Facility through UL Lafayette and RCF on property owned by UL Lafayette and leased to RCF for this purpose; to construct the CDMO Facility through RCF on property leased by UL Lafayette for 99 years from the Iberia Economic Development Authority and subleased by UL Lafayette to RCF for this purpose; for RCF to terminate the lease and sublease upon completion of construction of the respective Facilities; and for UL Lafayette to own and to operate or provide for the operation of, the Facilities after this termination; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the parties enter into this Agreement to fulfill the requirements of Act 117 and to set forth the terms and conditions to implement Appropriations 1 and 2 in order to accomplish the Project; and

WHEREAS, the economic benefit to the State, LED, and UL Lafayette resulting from this Project is projected to exceed the value of their obligations undertaken herein, and this Agreement has a public purpose and is in the public interest of the State and its citizens, as set forth in Section 8(G) of Act 117; and

THEREFORE, IT IS AGREED:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

“BSL-3 Facility” means the Biosafety Level 3 laboratory and animal housing facility described above.

“Capital Expenditures” means any costs of a type that is properly chargeable to capital account (or would be so chargeable with a proper election and the application of the definition of “placed in service” under 26 CFR §1.150-2(c)) in accordance with the Internal Revenue Code and federal tax regulations, limited to costs related to acquisition, construction and improvement of tangible assets such as land, buildings and equipment.

“CDMO Facility” means the Contract Drug Manufacturing Organization Facility and bioinnovation accelerator facility described above.

“Commissioner” means the State Commissioner of Administration.

“Contract Monitor” is defined in Section 5.01(A), and the initial Contract Monitor is identified in the LED signature section below.

“Days” means calendar days unless otherwise specified.

“Effective Date” is stated in the first line of this Agreement.

“Facility” means either BSL-3 Facility or the CDMO Facility.

“Facility Costs” means Capital Expenditures for acquisition, construction and equipping of the Facilities, incurred by UL Lafayette and/or RCF after the Effective Date and in accordance with the Facility Agreement.

“Governor” means the Governor of the State of Louisiana.

“Land Lease Agreement” means an agreement between UL Lafayette and RCF for the lease or sublease (respectively) of the land upon which the BSL-3 Facility or the CDMO Facility is to be constructed.

“LED” means the Louisiana Department of Economic Development.

“**Objectives**” means construction of the BSL-3 Facility and the CDMO Facility.

“**Project Budget**” means the total Facility Costs, spending schedule and anticipated funding sources, and is attached hereto as Exhibit B.

“**RCF**” means Ragin’ Cajun Facilities, Inc.

“**Secretary**” means the Secretary of the Louisiana Department of Economic Development.

“**State**” means the State of Louisiana.

“**State Investment**” means the total amount of payments and expenditures to be made by the State through LED pursuant to Section 3.01.

“**UL Lafayette**” means the Board of Supervisors for the University of Louisiana System on behalf of the University of Louisiana at Lafayette.

“**UL Board**” means the Board of Supervisors for the University of Louisiana System.

Section 1.02 Use of Defined Terms

(A) Terms defined in this Agreement shall have their defined meanings when used herein, and in any document, certificate, report or agreement furnished in connection with this Agreement, unless the context clearly requires otherwise.

(B) Words indicating the singular number shall include the plural number and vice versa, and words of the masculine gender shall include correlative words of the feminine and neutral genders and vice versa, unless the context clearly requires otherwise.

(C) The words “hereof” and “herein” shall be construed to refer to the entirety of this Agreement and shall not be restricted to the particular portion of this Agreement in which they appear.

(D) Unless otherwise expressly stated Section numbers shall refer to sections of this Agreement.

ARTICLE II. AUTHORITY

Section 2.01 State and Local Entity Authority

(A) The State, LED, and UL Lafayette are granted authority, pursuant to Article VII, Section 14(C) of the Louisiana Constitution, to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements that may require the use of State funds, personnel, or other resources, provided legal guidelines are met and the economic benefit is demonstrated to be commensurate with or greater than the investment of funds by said parties. This Agreement is entered into pursuant to Article VII, Section 14(C) of the

Louisiana Constitution, and with the expectation and belief that the economic benefit will exceed the applicable obligations of the State, LED, and UL Lafayette.

(B) A duly executed resolution or other evidence of the authority of RCF to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement on its behalf, certified by its secretary or other authorized representative, is attached hereto as Exhibit A.

Section 2.02 Other Approvals

The parties hereto acknowledge that some of the ancillary agreements described herein may require approval of other State entities, such as the State's Office of State Procurement, the State's Office of Facility Planning and Control or the UL Board. To the extent such additional approvals are required, the State and UL Lafayette, as appropriate, will proceed with due diligence and use its best efforts to promptly acquire those approvals.

ARTICLE III. OBLIGATIONS

Section 3.01 LED Obligations

Facility Cost Grant. Upon execution of this Agreement, the State through LED shall administer the \$14,000,000 appropriated for construction of the BSL-3 Facility and the \$2,000,000 appropriated for construction of the CDMO Facility from the Capital Outlay Savings Fund for the use and benefit of UL Lafayette and RCF in the manner hereinafter provided in order to achieve the Goals and Objectives of the Project. Upon availability, the State through LED shall also administer the trailing \$10,600,000 appropriated for construction of the BSL-3 Facility and the trailing \$20,400,000 appropriated for construction of the CDMO Facility from General Obligations Bonds, Priority 5, and any other funds appropriated under authorities other than Act 117 for the use and benefit of UL Lafayette and RCF in the manner hereinafter provided in order to achieve the Goals and Objectives of the Project.

Section 3.02 UL Lafayette Obligations

(A) Land Leases. UL Lafayette shall lease the BSL-3 Facility site to RCF for the purpose of construction of the BSL-3 Facility, for a period coterminous with construction of the BSL-3 Facility, at the nominal lease rate of \$1 per year. UL Lafayette shall obtain a 99-year lease of CDMO Facility site from the Iberia Economic Development Authority and sublease it to RCF for the purpose of construction of the CDMO Facility, for a period coterminous with construction of the CDMO Facility, at the nominal lease rate of \$1 per year. The terms of these land leases and sublease shall be set forth in separate Land Lease Agreements and shall be in accordance with the provisions of this Agreement and Act 117.

(B) Facility Ownership. UL Lafayette agrees that RCF shall own the BSL-3 Facility and the CDMO Facility throughout the term of this Agreement. Ownership of the Facilities shall transfer to UL Lafayette upon termination of the Land Lease Agreements, respectively. However, UL Lafayette reserves the right to take ownership of either or both Facilities at any time, and RCF

shall convey ownership of either or both Facilities to UL Lafayette within 60 days of written request by UL Lafayette.

(C) UL Lafayette shall be responsible for and shall furnish to LED and the State such documentation as may be required to comply with the Sections 8(G) and (H) of Act 117.

Section 3.03 RCF Obligations

(A) Facility Construction. RCF shall proceed with due diligence to enter into the agreed-upon Land Lease Agreements with UL Lafayette, construct the Facilities in substantial compliance with specifications and requirements developed in collaboration with and approved by UL Lafayette and LED, and provide occupancy of the Facilities to UL Lafayette. Prior to the start of construction and the receipt of any State funds, RCF shall obtain the usual and customary payment and performance bond for the protection of the State and RCF, guaranteeing completion of the Facilities. RCF shall abide by and be subject to the terms and conditions of this Agreement with respect to the application for and the reimbursement of funding of the Project. RCF shall not issue notice of final acceptance until UL Lafayette and LED concur therewith in writing, and any such final acceptance issued prior to concurrence by UL Lafayette and LED shall be null and void.

(B) Land Lease. RCF shall lease or sublease the Facility sites from UL, as provided in Section 3.02(A).

(C) Facility Ownership. RCF shall own and operate the Facilities until termination of the Land Lease Agreements, respectively, as provided in Section 3.02(B) (subject to a transfer of Facility ownership pursuant to Section 3.02(B)).

ARTICLE IV. ASSIGNMENT AND TRANSFER

No Party hereto shall transfer or assign its rights or obligations in this Agreement or delegate any or all of its duties hereunder without the written consent of the other parties to this Agreement.

ARTICLE V. MONITORING; FUNDING; REPORTS; AUDIT

Section 5.01 Contract Monitoring and Project Funding

(A) The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for construction of the Facilities, to act as LED's representative and liaison between LED, UL Lafayette, and RCF, and to monitor the achievement of the Objectives of this Agreement.

(B) RCF agrees to LED's monitoring through the Contract Monitor of: (1) Capital Expenditures for the Facility; and (2) compliance with RCF's obligations under this Agreement; such monitoring may include review of documents and Facility inspections, and will be documented in writing.

(C) Any approval by the Contract Monitor required by this Agreement may be provided by the Secretary or his designee. The Secretary reserves the right to deny approval or countermand an approval by the Contract Monitor. Determinations by the Contract Monitor with respect to any interpretation of this Agreement are not binding on LED or the State.

(D) When payments or reimbursements are due for costs incurred in connection with the construction of the Project, RCF shall submit to the LED Contract Monitor its Invoices, approved by UL Lafayette, specifically describing the materials and/or services provided. Each Invoice shall include a statement showing the total dollar amount paid to date by LED for the Project. Each Invoice submitted shall include a description of work performed and its relation to the achievement of the performance objectives of the Project during the time for which the Invoice is applicable and shall be fully consistent with the provisions, Goals and Objectives of this Agreement and Act 117; and after their receipt and approval by LED's Contract Monitor, payment(s) may be made to UL Lafayette or RCF by LED with notice of each such payment being given to both UL Lafayette and RCF. The approval of the Invoice required of UL Lafayette shall accompany the submission of each such Invoice and shall include a certification signed by an officer or key employee of UL Lafayette that all services required in connection with this Agreement for the time period reflected in the Invoice have been fully performed and completed justifying the requested payment. UL Lafayette and RCF shall determine the frequency that such Invoices are to be submitted to LED for reimbursements, but such frequency shall not exceed one (1) Invoice per calendar month.

(E) Payment of the Invoices as described in (D) above shall be promptly made upon receipt of the Invoices and shall be funded within thirty (30) days or less of receipt in the absence of a request for further information by the Contract Monitor with respect to the Invoice and its sufficiency of documentation or established relationship to the Project.

Section 5.02 Reports

(A) Project Budget. The Project Budget is attached hereto as Exhibit B. If the estimated Facility Costs or the schedule of expenditure of such Facility Costs should materially change at any time, the party responsible for the changed expenditures shall immediately submit a revised Project Budget to the Contract Monitor showing such changes. The State Investment shall not be increased nor payment thereof accelerated by any such revision.

(B) UL Lafayette shall also submit to the LED Contract Monitor Semi-Annual Progress Reports, the first of which shall be due beginning on December 31, 2022, and semi-annually thereafter on June 30 and December 31 of each year during the term of this Agreement, signed by an officer or key employee of UL Lafayette, that may either directly or include a report from RCF describing construction progress, services, activities and extent of the achievement of the goals and Objectives of this Project during the previous semi-annual period, as appropriate, which Progress Reports will include a narrative regarding the status of the construction and Project costs incurred to date, including any construction delays or budget changes.

(C) Other Documentation. During the term of this Agreement, UL Lafayette and/or RCF shall provide to the Contract Monitor any other requested documentation that may be reasonably required to monitor and confirm compliance with its obligations hereunder, and achievement of the Objectives of this Agreement.

Section 5.03 Audit

UL Lafayette and RCF shall make all of its books and records relating to and documenting compliance with its obligations under this Agreement available to LED for audit upon request, and to the Louisiana Legislative Auditor as may be required by law. To the extent permitted by law, all information provided shall be treated as confidential and privileged information, and if permitted by law such information shall not be disclosed to third parties without RCF's consent.

Section 5.04 Fiscal Funding

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

**ARTICLE VI.
LIABILITY**

Section 6.01 No Personal Liability

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any party in his individual capacity, and neither the officers of any party nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 6.02 Indemnification

RCF hereby agrees to protect, defend, indemnify, save and hold harmless LED, the State and all other State departments, agencies, boards and commissions, their officers, agents, servants and employees, including volunteers ("Indemnified Parties"), from and against any and all claims (even if such claims are groundless, false or fraudulent), demands, expenses including, but not limited to liability arising out of the Louisiana Public Works Act, the Louisiana Private Works Act, injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of any act or omission relating to this Agreement of RCF or their officers, directors, members, employees, contractors or agents, and from any and all resulting costs, expenses and attorney fees incurred by RCF, except for those claims, demands, expenses and liability arising out of the wrongful acts of the Indemnified Parties. The provisions of this Section shall survive termination or expiration of this Agreement.

Section 6.03 Limitation of Liability

No party shall be liable to any other party for any third party claims (except as provided in Section 6.02) or for any lost profits, loss of business, or other consequential, special, incidental, indirect, exemplary or punitive damages arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages. The provisions of this Section shall survive termination or expiration of this Agreement.

Section 6.04 LED's Liability

LED's liability under this Agreement shall be limited to the dollar amount of the budgeted or allocated obligated amounts shown in this Agreement and due and owing pursuant to the terms and conditions of this Agreement, only; and LED shall not in any way be responsible for any additional monetary sums or for any actual, general special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other additional claims whatsoever which may be made by any party relating to this Agreement.

Section 6.05 Tax Liability

RCF agrees that the responsibility for the payment of any taxes due from the funds received under this Agreement (if any) shall be its obligation and identified under TPII's Federal Tax ID Number which has been provided to LED.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

**ARTICLE VII.
PRIOR AGREEMENTS**

Any offers or agreements between the parties hereto relating to the Facilities or Act 117 are superseded by this Agreement and shall cease to be in effect upon the Effective Date hereof.

**ARTICLE VIII.
TERM**

The Term of this Agreement shall be from the Effective Date through the completion and final acceptance of the BSL-3 Facility and the CDMO Facility by RCF and payment by LED of all sums due pursuant to this Agreement.

**ARTICLE IX.
MISCELLANEOUS**

Section 9.01 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.02 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement.

Section 9.03 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.04 Jurisdiction and Venue

The 19th Judicial District Court, in East Baton Rouge Parish, State of Louisiana, shall be deemed to be the exclusive Court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement. The Parties hereto hereby specifically waive any and all objections based on lack of personal jurisdiction, improper venue or inconvenient forum.

Section 9.05 Non-Discrimination Clause

Each Party hereto agrees to abide by the requirements of the following, as amended and as applicable: Title VI and VII of the Civil Rights Act of 1964; the Equal Opportunity Act of 1972; Federal Executive Order 11146; the Federal Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Fair Housing Act of 1968; the Americans with Disabilities Act of 1990. Each Party agrees not to discriminate in its employment practices, and will render services under this Agreement without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by either Party, or failure to comply with these obligations when applicable, shall be grounds for the termination of this Agreement.

Section 9.06 Prohibition of Discriminatory Boycotts Against Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Section 9.07 Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between the Parties related to such subject matter, whether written or verbal, express or implied, and this Agreement cannot be supplemented, augmented, amended or in any manner changed or altered, except by written instrument approved and signed by duly authorized representatives of the Parties, and approved by the State’s Office of State Procurement. This Agreement may be amended only upon the written consent and approval of all parties.

Section 9.08 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the parties hereto each agree that this transaction, as well as any amendments hereto, may be conducted by electronic means; and electronic signatures of the parties to this Agreement and any amendment hereto 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 9.09 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; or (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery. All such communications shall be delivered to officer (or their successor) at the address set forth below, or to such other address as may be designated by such party in written notice to the other party.

To the State:

Jay Dardenne, Commissioner of Administration
Division of Administration, State of Louisiana
P.O. Box 94095, Baton Rouge, LA 70804-9095 (USPS mail)
Claiborne Bldg., 7th Floor, 1201 North 3rd Street; Baton Rouge, LA 70802 (Delivery)
Telephone: (225) 342-7000
Fax: (225) 342-1057

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (U.S.P.S. mail)
Capitol Annex, Room 229; 1051 North 3rd Street; Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000
Fax: (225) 342-9095

To UL Lafayette:

Ramesh Kolluru
Vice President for Research, Innovation, and Economic Development
University of Louisiana at Lafayette
P.O. Box 42570
Lafayette, Louisiana 70504
Telephone: (337) 482-6541
Fax: (337) 482-5102

With copy to:

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

To RCF:

David K. Fontenot
Chairman
Ragin Cajun Facilities, Inc.
119 Ridgeway Drive, Suite B3
Lafayette, Louisiana 70503
Telephone: (337) 988-2396

Section 9.10 Construction and Severability

This Agreement is to be considered to be in compliance with Act 117 and to the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and consistent with Act 117, but in the event of any conflict not capable of resolution, then Article 117 shall control. Further, if any provisions of this Agreement shall be prohibited or invalid under law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless such invalidity shall be with respect to the principal cause of this Agreement, in which case the Agreement shall be null and void.

Section 9.11 Joint Drafting

This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

Section 9.12 No Third-Party Beneficiary

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at Lafayette, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

**THE BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM on
behalf of the UNIVERSITY OF LOUISIANA AT
LAFAYETTE**

By: _____
Dr. E. Joseph Savoie, President

Date: _____

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at Lafayette, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

Date: _____

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

**LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT**

By: _____
Don Pierson, Secretary

Date: _____

LED CONTRACT MONITOR:

Signature

Printed Name

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

WITNESSES:

STATE OF LOUISIANA

(1) _____
Signature

By: _____
Jay Dardenne,
Commissioner of Administration

Printed Name

Date: _____

(2) _____
Signature

Printed Name

EXHIBIT A

(RCF Authorizing Resolution)

EXHIBIT B

(Project Budget)

ESTIMATED PROJECT BUDGET

NIRC BSL-3 Lab and Animal Housing (“Appropriation 1”)

Removal of Hazardous Materials	\$0
Land and/or building Acquisition	\$0
Planning and Design	\$1,600,000
Construction	\$16,000,000
Miscellaneous costs / Contingency	\$1,600,000
<u>Equipment</u>	<u>\$3,200,000</u>
Estimated Total Budget	\$22,400,000

NIRC Iberia BioInnovation Accelerator GMP CDMO (“Appropriation 2”)

Removal of Hazardous Materials	\$0
Land and/or building Acquisition	\$0
Planning and Design	\$1,800,000
Construction	\$17,600,000
Miscellaneous costs / Contingency	\$1,800,000
<u>Equipment</u>	<u>\$3,400,000</u>
Estimated Total Budget	\$24,600,000

COOPERATIVE ENDEAVOR AGREEMENT

between

**THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE**

and

IBERIA ECONOMIC DEVELOPMENT AUTHORITY

regarding

DEVELOPMENT OF BIOINNOVATION ACCELERATOR COMPLEX

This Cooperative Endeavor Agreement (the “Agreement”), effective as of the date of last signature hereto by a party (the “Effective Date”), is made by and between:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“UL Lafayette”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by its President, contingent upon authorization by resolution of the Board of Supervisors; and

IBERIA ECONOMIC DEVELOPMENT AUTHORITY (“IEDA”), a political subdivision of the State of Louisiana, represented herein by the Chairman of its Board of Commissioners, duly authorized by Board resolution attached hereto as Exhibit “A.”

The above two entities are referred to collectively as “parties” and singularly as a “party.”

WHEREAS, UL Lafayette’s New Iberia Research Center (“NIRC”), located in Iberia Parish, is a premier biomedical research center with a robust public-health-funded research program, as well as collaborative relationships with private companies and academic partnerships; and

WHEREAS, IDEA was created for the purpose of promoting, encouraging, and participating in industrial development to stimulate the economy through commerce, industry, and research and for the utilization and development of natural, physical, and human resources of the area by providing job opportunities within Iberia Parish; and

WHEREAS, UL Lafayette and IEDA seek to develop a bioinnovation accelerator complex (the “CDMO Facility”) within the Progress Point Industrial Park owned by IEDA in Iberia Parish and dedicated by IEDA to this purpose (the “Land”), to leverage NIRC’s existing biotechnology research and development capabilities and resources and additional resources to be developed by the parties, in order to facilitate biotechnology innovation, expand NIRC’s capabilities, attract

biotechnology collaborators and partners, and facilitate initiation and growth of new biotechnology and other enterprises; and

WHEREAS, Act No. 117 of the Louisiana Legislature, Regular Session of 2022 (“Act 117”), appropriated \$22,400,000 (the “Appropriation”) to design, construct, and equip the CDMO Facility, to include a Good Manufacturing Practices (“GMP”)-compliant Contract Drug Manufacturing Organization facility to be owned and operated by UL Lafayette (the “Manufacturing Facility”) and a bioinnovation accelerator facility (the “BIA Facility”) to be owned and operated by UL Lafayette with support from IEDA. The Manufacturing Facility and the BIA Facility will be developed in a modular fashion, such that future components can be added to the complex as additional funding is procured; and

WHEREAS, Act 117 also appropriated funds to construct a Biosafety Level 3 laboratory and animal housing facility (the “BSL-3 Facility”) at NIRC. The BSL-3 Facility will enable research, educational, and other activities requiring such level of biological safety, which will greatly expand NIRC’s research capabilities and benefit NIRC and its collaborators and partners in their respective future research endeavors; and

WHEREAS, UL Lafayette intends to use the Appropriation to design, construct, and equip the CDMO Facility through Ragin’ Cajun Facilities, Inc. (“RCF”) on a portion of the Land to be leased by UL Lafayette from IEDA (the “CDMO Site”) and subleased by UL Lafayette to RCF for this purpose; for RCF to terminate the sublease upon completion of construction of the CDMO Facility; and for UL Lafayette to own and to operate or provide for the operation of the Manufacturing Facility and for UL Lafayette to own and operate the BIA Facility with support from IEDA after this termination throughout the term of the lease from IEDA; and

WHEREAS, the parties recognize that completion of the CDMO Facility will require additional funds, in addition to the Appropriation; and

WHEREAS, UL Lafayette and IEDA seek to work jointly to develop the CDMO Facility through development of additional federal, state, and possibly private funding, completion of the CDMO Facility, further expansion of its capacity and capabilities, development of the BIA Facility, and development of other additions to the complex to be identified and agreed by the parties; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the parties enter into this Agreement to set forth the terms for their cooperative endeavor to accomplish the foregoing; and

WHEREAS, the value of the respective benefits to UL Lafayette and IEDA resulting from this Agreement are expected to exceed the value of their respective obligations undertaken herein, and this Agreement has a public purpose and is in the public interest of the State and its citizens;

NOW, THEREFORE, in consideration of the parties' mutual undertakings herein and the constitution and general laws of the State of Louisiana, UL Lafayette and IEDA do hereby agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to set forth the terms for UL Lafayette and IEDA to cooperate in the development and operation of a bioinnovation accelerator complex on the Land, in order to facilitate biotechnology innovation, leverage and expand NIRC's capabilities, attract biotechnology collaborators and partners to the complex, and facilitate initiation and growth of new biotechnology enterprises.

ARTICLE II
TERMS AND AGREEMENT

A. UL Lafayette Obligations. Contingent upon authorization by resolution of the Board of Supervisors, UL Lafayette agrees to:

1. Design, construct, equip, and operate the Manufacturing Facility, provided that IEDA leases the CDMO Site to UL Lafayette as addressed below, and to the extent that UL Lafayette receives the Appropriation and additional funding sufficient to do so. UL Lafayette shall maintain the improvements and grounds of the Manufacturing Facility and shall be responsible for utility costs therefor. UL Lafayette shall be entitled to retain all revenue generated through its operation of the Manufacturing Facility.
2. Design, construct, equip, and operate the BIA Facility, provided that IEDA leases the CDMO Site to UL Lafayette as addressed below, with assistance and input from IEDA as provided below and to the extent that UL Lafayette receives the Appropriation and additional funding sufficient to do so. UL Lafayette shall maintain the improvements and grounds of the BIA Facility, and shall be responsible for utility costs therefor, until changed by any future agreements entered into by the parties. UL Lafayette shall be entitled to retain all revenue generated through its operation of the BIA Facility, until changed by any future agreements entered into by the parties.
3. Notify IEDA of the date(s) when UL Lafayette desires to begin construction-related work regarding the CDMO Facility at the CDMO Site.
4. Work with IEDA to develop additional federal, state, and possibly private funding for completion of the CDMO Facility, further expansion of its capacity and capabilities, further development of the BIA Facility, and development of other additions to the complex to be identified and agreed by the parties.

5. Work with IEDA to recruit biotechnology and other compatible collaborators and partners into the BIA Facility and other portions of Progress Point Industrial Park, including through provision of access to the Manufacturing Facility, the BSL-3 Facility, and NIRC's other research and development capabilities and resources.

B. IEDA Obligations. IEDA agrees to:

1. Lease the CDMO Site to UL Lafayette for 50 years, or to the full extent of any longer term later authorized by Louisiana law, for purposes of construction and operation of the CDMO Facility, by executing the Ground Lease Agreement attached hereto as Exhibit "B" and incorporated herein by reference, simultaneously with execution of this Agreement. The CDMO Site is defined in the Lease, comprising approximately 15 acres within the Progress Point Industrial Park.
2. Ensure the construction of all infrastructure for the CDMO Site of a nature and capacity appropriate to facilities such as the CDMO Facility, to the extent that IEDA receives appropriations and additional funding sufficient to do so, at a commercially reasonable time after issuance of written notification(s) by UL Lafayette identifying the necessary infrastructure, including but not limited to paved access to public roads and electricity, water, wastewater, and natural gas utility service. IEDA shall also be responsible for the continued maintenance of this infrastructure after its construction.
3. Ensure the absence of any impediment to construction at the CDMO Site, at a commercially reasonable time prior to construction of the CDMO Facility as notified by UL Lafayette, in relation to any matters arising under any federal, state, or local environmental law, regulation or ordinance, or conflicts with any existing uses or rights to use the CDMO Site; and the continued absence of any such impediment.
4. Work with UL Lafayette to develop additional federal, state, and possibly private funding for completion of the CDMO Facility, further expansion of its capacity and capabilities, further development of the BIA Facility, and development of other additions to the complex to be identified and agreed by the parties.
5. Work with UL Lafayette to develop, design, and construct the BIA Facility, as well as other additions to the CDMO Facility to be identified and agreed by the parties, to the extent that IEDA receives funding sufficient to do so.
6. Work with UL Lafayette to recruit biotechnology and other compatible collaborators and partners into the BIA Facility and other portions of Progress Point Industrial Park.

C. UL Lafayette shall have sole discretion regarding design, construction, and operation of the Manufacturing Facility and the BIA Facility, including any appurtenances thereto and any modification or expansion thereof, to the full extent permissible under law.

D. As provided herein, the parties will collaborate regarding the development and expansion of the CDMO Facility, including regarding funding and recruitment. As the BIA Facility and other additions to the CDMO Facility (except the Manufacturing Facility) are implemented, operations commence, and tenants and other revenue sources are generated, the parties will review and consider options for revenue and responsibility sharing between them as to all or portions of the CDMO Facility (except the Manufacturing Facility). Any such sharing would be implemented by separate agreement(s) agreeable to both parties.

ARTICLE II **AUDITOR'S CLAUSE**

A. The Legislative Auditor of the State of Louisiana, the Office of the Louisiana Inspector General, and each party hereto shall have the authority to audit all books, records, and accounts of UL Lafayette or IEDA pertaining to this Agreement.

B. UL Lafayette and IEDA shall maintain all books, records, and accounts pertaining to this Agreement for a period of five years.

ARTICLE III **HOLD HARMLESS AND INDEMNITY**

Each party (the "Indemnitor") hereby agrees to protect, defend, indemnify, save and hold harmless the other party and its officers, agents, servants, employees, and volunteers (collectively, the "Indemnitees"), from and against any and all liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees) to the extent caused by the actual or alleged error, omission, negligence, intentional act, or strict liability of the Indemnitor or its officials, officers, employees, agents, or volunteers in relation to this Agreement, or arising from or related to any undertaking by the Indemnitor authorized by this Agreement.

ARTICLE IV **TERM**

The Term of this Agreement shall be co-extensive with the term of the Lease as provided by Article II(B)(1) above. Termination of this Agreement shall have no effect upon the Lease of the CDMO Site.

ARTICLE V
MISCELLANEOUS

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original but all of which together shall constitute one and the same document.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

C. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

D. Governing Law and Venue. The interpretation, enforcement, and all other matters arising out of or relating to this Agreement shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought and maintained only in the Fifteenth Judicial District Court in the Parish of Lafayette, State of Louisiana.

E. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign, transfer or delegate any rights or obligations hereunder without the prior written consent of the other party. Such consent shall be at the sole discretion of the other party.

F. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party upon discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

G. Survival. The provisions of this Agreement that by their nature and content are intended to survive its expiration or early termination, including but not limited to its indemnification provisions, shall so survive the expiration or early termination of this Agreement.

H. Joint Drafting. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

I. Independent Capacity. In the exercise of their respective rights and obligations under this Agreement, UL Lafayette and DWF each acts in an independent capacity, and neither is to be considered the officer, agent, or employee of any other, unless otherwise provided by law.

J. No Third-Party Beneficiary. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

K. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; or (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery. All such communications shall be delivered to officer (or their successor) at the address set forth below, or to such other address as may be designated by such party in written notice to the other party.

To UL Lafayette:

Ramesh Kolluru
Vice President for Research, Innovation, and Economic Development
University of Louisiana at Lafayette
P.O. Box 42570
Lafayette, Louisiana 70504
Telephone: (337) 482-6541
Fax: (337) 482-5102

With copy to:

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

To IEDA:

Cecil Hymel
Chairman
Iberia Economic Development Authority
101 Burke Street
New Iberia, LA 70560
Telephone: (337) 367-0834
Fax: (337) 367-7421

[Signature pages follow.]

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below but effective as of the Effective Date.

WITNESSES:

THE BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM on
behalf of the UNIVERSITY OF LOUISIANA AT
LAFAYETTE

Signature

By: _____
Dr. E. Joseph Savoie, President

Printed Name

Date: _____

Signature

Printed Name

WITNESSES:

IBERIA ECONOMIC
DEVELOPMENT AUTHORITY

Signature

By: _____
Cecil Hymel, Chairman

Printed Name

Date: _____

Signature

Printed Name

EXHIBIT A

(IEDA Authorizing Resolution)

EXHIBIT B

(Lease)

**GROUND LEASE AGREEMENT
CDMO SITE**

This Ground Lease Agreement (the “Ground Lease”), effective as of the date of last signature hereto by a party (the “Effective Date”), is entered into by and between:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“UL Lafayette”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by its President, contingent upon authorization by resolution of the Board of Supervisors; and

IBERIA ECONOMIC DEVELOPMENT AUTHORITY (“IEDA”), a political subdivision of the State of Louisiana created for the purpose of promoting, encouraging, and participating in industrial development to stimulate the economy through commerce, industry, and research and for the utilization and development of natural, physical, and human resources of the area by providing job opportunities within Iberia Parish, represented herein by the Chairman of its Board of Commissioners, duly authorized by Board resolution attached hereto as Exhibit “A.”

The above two entities are referred to collectively as “parties” and singularly as a “party.”

WITNESSETH:

WHEREAS, UL Lafayette and IEDA have executed a Cooperative Endeavor Agreement (the “Agreement”) simultaneously herewith, incorporated herein by reference, setting forth the terms pursuant to which the parties will seek to develop a bioinnovation accelerator complex (the “CDMO Facility”) within the Progress Point Industrial Park owned by IEDA in Iberia Parish and dedicated by IEDA to this purpose (the “Land”), to leverage the existing biotechnology research and development capabilities and resources of UL Lafayette’s New Iberia Research Center (“NIRC”) and additional resources to be developed by the parties, in order to facilitate biotechnology innovation, expand NIRC’s capabilities, attract biotechnology collaborators and partners, and facilitate initiation and growth of new biotechnology and other enterprises; and

WHEREAS, among its undertakings pursuant to the Agreement, UL Lafayette agreed to design, construct, and equip the CDMO Facility, to include a Good Manufacturing Practices (“GMP”)-compliant Contract Drug Manufacturing Organization facility (the “Manufacturing Facility”) to be owned and operated by UL Lafayette and a bioinnovation accelerator facility (the “BIA Facility”) to be owned and operated by UL Lafayette with support from IEDA, all as part of the bioinnovation accelerator complex, provided that IEDA leases a certain portion of the Land to UL Lafayette (the “CDMO Site”) for this purpose, and to the extent that UL Lafayette receives funding sufficient to do so; and

WHEREAS, among its undertakings pursuant to the Agreement, IEDA agreed to lease the CDMO Site to UL Lafayette for 50 years, or to the full extent of any longer term later authorized by Louisiana law, for construction and operation of the CDMO Facility; and

WHEREAS, pursuant to the Agreement, the parties desire to effectuate the lease of the CDMO Site, on the terms set forth herein.

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

ARTICLE I
LEASE OF LAND - TERMS OF LEASE

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

Section 1.02. Habendum. IEDA hereby grants the right to have and to hold the CDMO Site, together with all and singular the rights, privileges, and appurtenances thereto attaching or anyway belonging, exclusively unto UL Lafayette, 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. This Ground Lease shall continue and remain in full force and effect for a term of fifty (50) years or to the full extent of any longer term later authorized by Louisiana law by amendment to La. R.S. 33:130.766(A)(2)(c) without necessity for amendment to this Ground Lease to state such longer term (the “Term”), commencing on the Effective Date.

ARTICLE II
RENT

Section 2.01. Rent. Commencing on the Effective Date and continuing throughout the Term, UL Lafayette shall pay to IEDA, at the address set forth in Section 10.01 or such other place as UL Lafayette 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 Effective Date and a like installment due on each anniversary thereafter during the Term. UL Lafayette may prepay all or any portion of the Rent for future years at any time.

ARTICLE III
USE OF LAND

Section 3.01. Purpose of Lease. UL Lafayette enters into this Ground Lease for the purpose of constructing and operating the CDMO Facility as provided in the Agreement.

ARTICLE IV
MAINTENANCE AND UTILITIES

Section 4.01. Maintenance and Utilities. UL Lafayette shall be responsible for maintenance of the improvements, grounds, and landscaping of and utility costs for the Manufacturing Facility, to such standards and in such manner as set forth in the UL Lafayette research park standards. UL Lafayette shall similarly be responsible for maintenance of the improvements, grounds, and landscaping of and utility costs for the BIA Facility, until changed by any future agreements entered into by the parties.

ARTICLE V
INDEMNIFICATION

Section 5.01. Environmental Indemnification by IEDA. To the extent permitted by law, IEDA shall indemnify UL Lafayette, and shall hold UL Lafayette harmless from and shall reimburse UL Lafayette 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 UL Lafayette (prior to trial, at trial, and on appeal) in any action against or involving UL Lafayette, resulting from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the CDMO Site, whether or not IEDA is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the CDMO Site, except to the extent caused by UL Lafayette, it being the intent of IEDA that UL Lafayette 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 CDMO Site and the CDMO Facility herein or hereafter created, or as the result of UL Lafayette executing any instrument.

Section 5.02. Definition of Hazardous Substance. For purposes of this Ground Lease, "Hazardous Substance" means and includes any substance that is required by any government agency or court to be investigated or remediated pursuant to any federal, state, or local law, regulation, or ordinance, including but not limited to any hazardous or solid waste or hazardous substance as defined thereunder, hydrocarbons, and any material that is mixed with any of the foregoing.

Section 5.03. Mutual Indemnity. Each party (the "Indemnitor") hereby agrees to protect, defend, indemnify, save and hold harmless the other party and its officers, agents, servants and employees, including volunteers (collectively, the "Indemnitees"), from and against any and all liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement and reasonable attorneys' fees) to the extent caused by the actual or alleged error, omission, negligence, intentional act, or strict liability of the Indemnitor or its officials, officers, employees, agents, and volunteers in relation to this Ground Lease, or arising from or related to any undertaking by the Indemnitor pursuant to or authorized by this Ground Lease.

ARTICLE VI
TERMINATION, DEFAULT, AND REMEDIES

Section 6.01. Events of Default. Any one of the following events shall be deemed to be an “Event of Default” by UL Lafayette under this Ground Lease.

- a. UL Lafayette shall fail to pay any sum required to be paid to IEDA under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after UL Lafayette’s receipt of written notice from IEDA of such failure.
- b. UL Lafayette shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by UL Lafayette 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 IEDA of such failure; provided that if during such ninety (90) day period, UL Lafayette 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.

Section 6.02. IEDA’s Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, IEDA 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 6.03. Termination. Notwithstanding any provision of law or of this Ground Lease to the contrary, IEDA shall not have the right to terminate this Ground Lease prior to expiration of the Term; except that IEDA may terminate this Ground Lease upon ninety (90) days’ written notice if UL Lafayette has failed to commence construction of the Manufacturing Facility within five years of the Effective Date and fails to do so within the ninety (90) day notice period, unless such failure results from any action or failure to act by IEDA as required by the Agreement.

ARTICLE VII
TITLE TO THE CDMO FACILITY

Section 7.01. Ownership of Improvements. Title to the CDMO Facility and all appurtenances thereto, expansions thereof, other improvements constructed by UL Lafayette on the CDMO Site, and furniture, fixtures, equipment, and furnishings permanently affixed to any of the foregoing shall be vested in UL Lafayette during the Term of this Ground Lease. To the extent that any of the foregoing are not removed by UL Lafayette, the foregoing shall become the property of IEDA 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. IEDA shall have no right to require UL Lafayette to demolish or remove any of the foregoing upon termination of this Ground Lease.

ARTICLE VIII
SUBLETTING

Section 8.01. Assignment of Leasehold Interest. UL Lafayette shall have the right to sublet to any Person, specifically including but not limited to Ragin' Cajun Facilities, Inc., the leasehold estate created by this Ground Lease, its fee interest in the CDMO Facility, or the other rights of UL Lafayette hereunder. If UL Lafayette sublets its leasehold interest, the sublessee shall be subject to all of the obligations of UL Lafayette hereunder, entitled to all of the rights and benefits of UL Lafayette hereunder, and subject to the terms and provisions of this Ground Lease to the same extent as UL Lafayette, as to the portion subleased.

ARTICLE IX
TAXES AND LICENSES

Section 9.01. Payment of Taxes. UL Lafayette shall pay, and, upon request by IEDA, 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 UL Lafayette or UL Lafayette's Interest. UL Lafayette 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 UL Lafayette to pay taxes and fees under this Section shall apply only to the extent that UL Lafayette is not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. UL Lafayette and IEDA agree to cooperate fully with each other to the end that tax exemptions available with respect to the CDMO Site and the CDMO Facility under applicable law are obtained by the party or parties entitled thereto.

Section 9.02. Contested Tax Payments. UL Lafayette shall not be required to pay, discharge, or remove any such taxes or assessments so long as UL Lafayette is contesting the amount or validity thereof by appropriate proceeding, which shall operate to prevent or stay the collection of the amount so contested. IEDA shall cooperate with UL Lafayette in completing such contest and IEDA shall have no right to pay the amount contested during the contest. IEDA, at UL Lafayette's expense, shall join in any such proceeding if any law shall so require.

ARTICLE X
MISCELLANEOUS

Section 10.01. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; or (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery. All such communications shall be delivered to officer (or their successor) at the address set forth below, or to such other address as may be designated by such party in written notice to the other party:

To UL Lafayette:

Ramesh Kolluru
Vice President for Research, Innovation, and Economic Development

University of Louisiana at Lafayette
P.O. Box 42570
Lafayette, Louisiana 70504
Telephone: (337) 482-6541
Fax: (337) 482-5102

With copy to:

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

To IEDA:

Cecil Hymel
Chairman
Iberia Economic Development Authority
101 Burke Street
New Iberia, LA 70560
Telephone: (337) 367-0834
Fax: (337) 367-7421

Section 10.02. 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 any relationship other than that of lessor and lessee, and only between IEDA and UL Lafayette.

Section 10.04. 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 10.05. 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.

Section 10.06. Warranty of Peaceful Possession. IEDA covenants that UL Lafayette, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by UL Lafayette, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the CDMO Site during the Term and may exercise all of its rights hereunder; and IEDA agrees to warrant and forever defend UL Lafayette's right to such occupancy, use, and enjoyment and the title to the CDMO Site against the claims of any and all persons whomsoever, or any part thereof, subject only to the provisions of this Ground Lease and the matters listed on Exhibit "C" attached hereto and incorporated herein.

Section 10.07. Curative Matters. Except for the express representations, warranties, and undertakings of IEDA set forth in this Ground Lease, any additional matters necessary or desirable to make the CDMO Site usable for UL Lafayette’s purpose shall be undertaken, in UL Lafayette’s sole discretion, at no expense to IEDA. Upon written request by IEDA, UL Lafayette shall notify IEDA in writing of all additional matters undertaken by UL Lafayette to make the CDMO Site usable for UL Lafayette’s purpose.

Section 10.08. Non-waiver. No waiver by UL Lafayette or IEDA 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 UL Lafayette or IEDA 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, or any other covenant or option. A receipt by IEDA or acceptance of payment by IEDA 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 UL Lafayette or IEDA 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 10.09. 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 10.10. 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 10.11. 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 10.12. Authorization. By execution of this Ground Lease, IEDA and UL Lafayette 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 10.13. Ancillary Agreements. In the event it becomes necessary or desirable for either party to approve in writing any ancillary agreements or documents concerning the CDMO Site or concerning the construction, operation, or maintenance of the CDMO Facility or to alter or amend any such ancillary agreements between UL Lafayette and IEDA or to give any approval or consent required under the terms of this Ground Lease, all agreements, documents, or approvals shall be forwarded to that party's representative identified in Section 10.01.

Section 10.14. 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 10.15. 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 UL Lafayette into another educational management board.

Section 10.16. Entire Agreement. This Ground Lease, together with the Agreement and the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the CDMO Site and contains all of the terms and conditions agreed upon with respect to the lease of the CDMO Site, 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.

[Signature pages follow.]

THUS DONE AND PASSED on the ____ day of _____, 2022, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**THE BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM, acting herein on behalf of THE
UNIVERSITY OF LOUISIANA at
LAFAYETTE**

(Witness - SIGN)

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

BY: _____
Dr. E. Joseph Savoie
President

Notary Public

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the _____ day of _____, 2022, at the Parish of _____, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**IBERIA ECONOMIC
DEVELOPMENT AUTHORITY**

(Witness - SIGN)

BY: _____

Cecil Hymel
Chairman

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

Notary Public

(Print)

Bar Roll/Notary ID No. _____

EXHIBIT A

(IEDA Authorizing Resolution)

EXHIBIT B

(Leased Property Description)

EXHIBIT C

(Permitted Encumbrances)

None.

**GROUND LEASE AGREEMENT
FOR THE BSL-3 FACILITY**

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 Board, the Corporation, and the Louisiana Department of Economic Development (“*LED*”) have executed a Cooperative Endeavor Agreement (the “*Agreement*”), simultaneously herewith, incorporated herein by reference, setting forth the terms pursuant to which a Biosafety Level 3 laboratory and animal housing facility (the “*Facility*”) will be constructed at the University’s New Iberia Research Center (“*NIRC*”), which will enable research, educational, and other activities requiring such level of biological safety, and which will greatly expand NIRC’s research capabilities and benefit NIRC and its collaborators and partners in their respective future research endeavors; and

WHEREAS, among its undertakings pursuant to the Agreement, the Board agreed to lease the Facility site to the Corporation for the purpose of construction of the Facility, for a period coterminous with construction of the Facility, at the nominal lease rate of \$1 per year; and

WHEREAS, among its undertakings pursuant to the Agreement, the Corporation agreed to construct the Facility; and

WHEREAS, in order to further these functions of the Board, by the construction of the Facility, 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 Facility; 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 Facility and acceptance thereof by the Board. Upon termination of this Ground Lease, as provided herein, full ownership of the Land and all buildings, improvements, and appurtenances thereon, shall revert to the Board.

ARTICLE TWO
DEFINITIONS

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

“*Advisory Committee*” means the advisory committee to advise the Corporation regarding the design and construction of the Facility, 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.

“*Agreement*” means the Cooperative Endeavor Agreement entered into by Board, the Corporation, and LED.

“*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 or other 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 Facility 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 Facility.

“*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.

“*Facility*” means the Biosafety Level 3 laboratory and animal housing facility to be constructed at NIRC, which will enable research, educational, and other activities requiring such level of biological safety, and which will greatly expand NIRC’s research capabilities and benefit NIRC and its collaborators and partners in their respective future research endeavors.

“*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.

“*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 Facility is 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.

“*LED*” means the Louisiana Department of Economic Development.

“*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 Facility 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 Facility, 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 Facility 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 Facility (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 Facility 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 FACILITY

Section 5.01. The Corporation's Obligations. The Corporation will develop, design, construct, and equip the Facility on the Land at its own cost and expense, using the funds received from LED pursuant to the Agreement. During the term of this Ground Lease, the Facility 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 Facility. 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 Facility, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facility 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 Facility 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 Facility 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 Facility.
- 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 Facility 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 Facility, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Facility 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 Facility. 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 Facility 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 Facility. 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 Facility, 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 Facility 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 Facility.
- g. Prior to the Commencement of Construction of the Facility, 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 Facility. 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 Facility. 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 Facility.

- k. The cost of construction of the Facility shall include all costs necessary for the Construction Team or applicable utility company to bring lines for all such utilities to the Facility so that such utilities will be available when required for construction and operation of the Facility.
- l. The obligations and liabilities of the Corporation undertaken in this Ground Lease do not give rise to any personal obligation or liability of the officers, directors, members, or other persons or entities affiliated with the Corporation.

ARTICLE SIX **ENCUMBRANCES**

Section 6.01. Mortgage of Leasehold or the Facility. 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 Facility 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 Facility 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 Facility 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 Facility, 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 Facility, 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 Facility, 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 Facility 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 Facility 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 Facility, 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 Facility (if construction has commenced), except that the Facility, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and the Facility (if applicable) and to re-let the Land and the Facility 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 Facility 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 Facility.

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 FACILITY**

Section 12.01. Title to Facility. Title to the newly acquired and constructed Facility as it is constructed and upon completion thereof shall be vested in the Corporation during the Term of this Ground Lease. The Facility and all furniture, fixtures, equipment, and furnishings permanently affixed to the Facility 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 Facility is no longer suitable for the Board's purposes, the Board in its sole discretion may require the Corporation to demolish the Facility and remove the Facility 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 Facility 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 Facility, 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 Facility 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 Facility.

Section 13.03. Payment of Awards. Upon the Taking of all or any portion of the Land and the Facility (a) the proceeds of the Award allocable to the value of the Facility 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 Facility, 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 Facility. The Award shall be applied to such restoration and replacement. In the event it is necessary to restore or replace the Facility 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 Facility 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 Facility, 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 Facility 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 Facility, 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 Facility 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 Iberia 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 Iberia 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 Facility 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

[Insert Legal Description]

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

EXHIBIT C

FORM OF
MEMORANDUM OF GROUND LEASE
FOR THE BSL-3 FACILITY AT NIRC

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

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 Facility (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 Iberia 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

[Insert Legal Description]

**GROUND LEASE AGREEMENT
FOR THE CDMO FACILITY**

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 Board, the Corporation, and the Louisiana Department of Economic Development (“*LED*”) have executed a Cooperative Endeavor Agreement (the “*Agreement*”), simultaneously herewith, incorporated herein by reference, setting forth the terms pursuant to which a bioinnovation accelerator complex, to include a Good Manufacturing Practices-compliant Contract Drug Manufacturing Organization facility and a bioinnovation accelerator facility (the “*Facilities*”), will be developed to leverage the existing biotechnology research and development capabilities and resources of the University’s New Iberia Research Center (“*NIRC*”) and additional resources to be developed by the parties, in order to facilitate biotechnology innovation, expand NIRC’s capabilities, attract biotechnology collaborators and partners, and facilitate initiation and growth of new biotechnology and other enterprises; and

WHEREAS, among its undertakings pursuant to the Agreement, the Board agreed to enter into a lease of the Land (defined herein) owned by Iberia Economic Development Authority (“*IEDA*”), and to sublease the Land to the Corporation for the purpose of construction of the Facilities, for a period coterminous with construction of the Facilities, at the nominal lease rate of \$1 per year; and

WHEREAS, the Board and IEDA have executed a Cooperative Endeavor Agreement setting forth the terms pursuant to which the Facilities will be developed and a lease of the Land,

both simultaneously herewith, incorporated herein by reference; and WHEREAS, among its undertakings pursuant to the Agreement, the Corporation agreed to construct the Facility; 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 sublet, demise, and rent to the Corporation, and the Corporation does hereby rent and sublease 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 its leasehold rights to 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, the possession and leasehold rights in and to the Land shall terminate and full ownership of all buildings, improvements, and appurtenances thereon constructed by the Corporation, shall revert to the Board.

ARTICLE TWO
DEFINITIONS

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

“*Advisory Committee*” shall mean the advisory committee to advise the Corporation regarding the design and construction of the Facilities, to be composed of 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.

“*Agreement*” means the Cooperative Endeavor Agreement entered into by Board, the Corporation, and LED.

“*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 possession of and leasehold 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 bioinnovation accelerator complex, to include a Good Manufacturing Practices-compliant Contract Drug Manufacturing Organization facility and a bioinnovation accelerator facility, developed to leverage the existing biotechnology research and development capabilities and resources of NIRC, and additional resources to be developed by the parties, in order to facilitate biotechnology innovation, expand NIRC’s capabilities, attract biotechnology collaborators and partners, and facilitate initiation and growth of new biotechnology and other enterprises.

“*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.

“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.

“IEDA” means the Iberia Economic Development Authority.

“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 subleased to the Corporation pursuant to Section 1.01 hereof.

“LED” means the Louisiana Department of Economic Development. *“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 IEDA and subleased 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 LED pursuant to the Agreement. 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 IEDA and subleased 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.
- l. The obligations and liabilities of the Corporation undertaken in this Ground Lease do not give rise to any personal obligation or liability of the officers, directors, members, or other persons or entities affiliated with the Corporation.

ARTICLE SIX
ENCUMBRANCES

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

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 Facility (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 Facility (if applicable) and to re-sublet the Land and the Facility 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-subletting, 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 sublessee 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 sublessee (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 mortgagee of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person, as approved by the Board.

ARTICLE 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 Iberia 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 Iberia 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

[Insert Legal Description]

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

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 Iberia 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

[Insert Legal Description]

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

- Item F.11.** University of Louisiana at Lafayette’s request for approval to name the facility housing the Solar Energy Program of Excellence “Antoun Hall” and Volleyball Court inside Earl K. Long Gymnasium “Antoun Court.”

EXECUTIVE SUMMARY

The Antouns are alumni and enthusiastic supporters of the University of Louisiana at Lafayette. Georges (’88) is a graduate of the College of Engineering and Martha (’83) is a graduate of the College of Education. They have invested their time, energy, expertise, and money to advance the University and are avid volunteers in several areas across campus. Georges and Martha are role models for the many ways in which alumni can engage with their alma mater.

Facility housing the Solar Energy Program of Excellence, to “Antoun Hall”

This gift reflects the Antouns’ desire to elevate the College of Engineering’s Solar Energy Program of Excellence with a lead gift to fund the construction of the facility to house the program. Georges is the chair of the College of Engineering’s Dean’s Advisory Council and advises the University on its renewable energy efforts across campus. The Antouns’ lead philanthropic gift of \$1,000,000 to name the Solar Energy Program of Excellence, provided through the UL Lafayette College of Engineering, is for the useful life of the facility.

Volleyball Court Inside Earl K. Long Gymnasium, to “Antoun Court”

This gift reflects the Antouns’ desire to elevate Ragin’ Cajuns Athletics to national prominence, specifically volleyball, with the renovation of the Earl K. Long Gymnasium. As ardent supporters of Ragin’ Cajuns Athletics, Georges and Martha hold season tickets to football, baseball, basketball, and softball. In addition, they support the RCAF Annual Fund and have separately committed support benefitting the recruiting efforts, equipment, travel, and coaching staff with the goal of Ragin’ Cajuns Soccer becoming a Top 25 program. Their gift of \$250,000 to name the Volleyball Court is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request to name the facility housing the Solar Energy Program of Excellence “Antoun Hall” and Volleyball Court inside Earl K. Long Gymnasium “Antoun Court.”



October 6, 2022

Université des Acadiens

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

Dear Dr. Henderson:

The following philanthropic naming opportunities at the University of Louisiana at Lafayette, both generously supported by Georges and Martha Antoun, are each submitted for the Board's approval.

The Antouns are alumni and enthusiastic supporters of the University of Louisiana at Lafayette. Georges '88 is a graduate of the College of Engineering and Martha '83 is a graduate of the College of Education. They have invested their time, energy, expertise, and money to advance the University and are avid volunteers in several areas across campus. Georges and Martha are role models for the many ways in which alumni can engage with their alma mater.

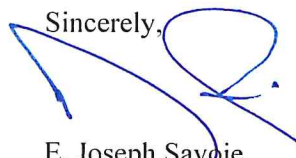
1. Antoun Hall

This gift reflects the Antouns' desire to elevate the College of Engineering's Solar Energy Program of Excellence with a lead gift to fund the construction of the facility to house the program. Georges is the chair of the College of Engineering's Dean's Advisory Council and advises the University on its renewable energy efforts across campus. The Antouns' lead gift of \$1,000,000 to name the Solar Energy Program of Excellence, provided through the UL Lafayette College of Engineering, is for the useful life of the facility.

2. Antoun Court

This gift reflects the Antouns' desire to elevate Ragin' Cajuns Athletics to national prominence, specifically volleyball, with the renovation of the Earl K. Long Gymnasium. As ardent supporters of Ragin' Cajuns Athletics, Georges and Martha hold season tickets to football, baseball, basketball, and softball. In addition, they support the RCAF Annual Fund and have separately committed support benefitting the recruiting efforts, equipment, travel, and coaching staff with the goal of Ragin' Cajuns Soccer becoming a Top 25 program. Their philanthropic gift of \$250,000 to name the Volleyball Court is for the useful life of the facility.

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

Sincerely,

E. Joseph Savoie
President

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.12. University of Louisiana at Monroe's request for approval to accept donation of the Softball Student Athlete Leadership Center from University of Louisiana Monroe Facilities, Inc.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe is requesting Board approval to accept the donation of the Softball Student Athlete Leadership Center from University of Louisiana Monroe Facilities, Inc. The building contains a 30-person locker room with required toilets and showers, a 35-person video/team meeting room, a team lounge, and a study room that holds 5-6 people. This building sits down the 1st baseline of the field and has equipment storage with field access and a covered bullpen area. The University will incur no debt based on this donation. The Softball Student Athlete Center is valued at approximately \$1,300,000.

A copy of the survey and location of the Softball Student Athlete Leadership Center is attached. Also, a copy of the State of Louisiana Act of Donation form between ULM and University of Louisiana Monroe Facilities, Inc. is attached.

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 donation of the Softball Student Athlete Leadership Center from University of Louisiana Monroe Facilities, Inc.*

***BE IT FURTHER RESOLVED,** that the 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.*

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

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



Office of the President

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

October 4, 2022

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

Dear Dr. Henderson:

I respectfully request approval to accept donation of the Softball Student Athlete Leadership Center constructed in 2021 and 2022 on ULM's campus from University of Louisiana Monroe Facilities, Inc.

If I may be of further assistance, please let me know.

Sincerely,

A handwritten signature in black ink that reads "R. Berry". The signature is written in a cursive style.

Ronald L. Berry, D.B.A.
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 Softball Student Athlete Leadership Center constructed in 2021 and 2022, on the University of Louisiana at Monroe campus located at 500 Warhawk Way, in Monroe, Ouachita Parish, Louisiana, described to wit:

See Exhibit “A” attached hereto

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 _____ day of _____, 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 _____ day of _____, 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 ___ day of _____, 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 September 22, 2022.

BE IT RESOLVED that Dan W. Robertson, President, is hereby authorized and empowered for and on behalf of this corporation to donate the Softball Student Athlete Leadership Center constructed by ULMFI on the ULM campus located in Ouachita Parish, Louisiana, and described in Exhibit "A" attached hereto, 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 ___ day of _____, 2022.

Secretary
Printed Name: Wynn Lawrence

SWORN TO AND SUBSCRIBED before me, Notary Public, on this ___ day of _____, 2022.

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