

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

FINANCE COMMITTEE

April 21, 2022

- Item I.1.** **Grambling State University's** request for approval to establish LEQSF (8g) Endowed Professorships and Endowed Scholarships.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as "8g," which provides for multiple \$20,000, 40,000, and \$400,000 grants to be awarded upon receipt of \$80,000, \$60,000 or \$600,000 in private donations for the establishment of endowed professorships and first-generation scholarships, graduate scholarships, or endowed chairs, respectively. The law further requires that the appropriate management board authorize the establishment of such endowed professorships and endowed chairs prior to submission to the Board of Regents for matching funds.

The Grambling State University Foundation has received the minimum private donations of \$80,000 to qualify for the \$20,000 Board of Regents matching funds for the following endowments.

- Doug Williams Payback Endowed Scholarship
- The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.
- The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M.
- The Shade Room First Generation Endowed Scholarship

The following endowments were established before 2016. The Grambling State University Foundation has received the minimum private donations of \$60,000 to qualify for the \$40,000 Board of Regents matching funds for the following endowments.

- Lonnie B. Smith Endowed Scholarship
- Dr. Neari F. Warner Endowed Student Scholarship
- Delta Sigma Theta-Delta Iota Endowed Scholarship
- Ben D. Johnson Endowed Scholarship
- Dr. Joseph B. Johnson - Kappa Alpha Psi/Gamma Psi Endowed Professorship
- Doris Moses Perseverance Scholarship
- Mr. Truitt Lowery and Mrs. Eleanor Wayne Lowery Endowed Student Scholarship
- Ruston Alumni Chapter Family of Coach James Wick's Duncan Sr. Scholarship
- SGA Centennial Campaign Endowed Scholarship

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 Grambling State University's request to establish LEQSF (8g) Endowed Professorships and Endowed Scholarships noted above.*



March 29, 2022

MEMORANDUM TO THE LOUISIANA BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR THE APPROVAL TO ESTABLISH ENDOWED SCHOLARSHIPS

Grambling State University is pleased to submit for the Board of Supervisors' review and approval the required documents to establish the following Endowed Scholarships:

- Doug Williams Payback Endowed Scholarship
- The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.
- The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M.
- The Shade Room First Generation Endowed Scholarship

The university has private funds in the amount of \$80,000 or more for each endowment and is hereby requesting \$20,000 in matching funds (\$100,000) from the Board of Regents to establish the original principle for the endowed programs.

The following scholarships were established before 2016 and have private funds of \$60,000. Grambling State University is requesting \$40,000 in matching funds at the prior 60:40 matching rate.

- Lonnie B. Smith Endowed Scholarship
- Dr. Neari F. Warner Endowed Student Scholarship
- Delta Sigma Theta-Delta Iota Endowment Scholarship
- Ben D. Johnson Endowed Scholarship Fund
- Dr. Joseph B. Johnson - Kappa Alpha Psi/Gamma Psi Endowed Professorship
- Doris Moses Perseverance Scholarship
- Mr. Truitt Lowery and Mrs. Eleanor Wayne Lowery Endowed Student Scholarship
- Ruston Alumni Chapter Family of Coach James Wick's Duncan Sr. Scholarship
- SGA Centennial Campaign Endowed Scholarship

The required properly executed affidavit, as well as, the proposal for use and management of these funds is attached.

If approved by the Board of Supervisors, please forward these documents to the Board of Regents for further action.

Your approval of this request is appreciated.

Sincerely,

Richard J. Gallot, Jr., JD
President

BoRSF ENDOWED SCHOLARSHIP REQUESTS SUBMITTED

FY 2021-2022

	Rank	Scholarship Name	Previous or New Request?	Non-State Contribution	BoRSF Match Requested
GSU	1	The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.	New	\$100,000.00	\$20,000.00
GSU	2	The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M	New	\$100,000.00	\$20,000.00
GSU	3	Doug Williams Peystack Endowed Scholarship	Previous	\$300,000.00	\$40,000.00
GSU	4	The Shade Room First Generation Endowed Scholarship	Previous	\$180,000.00	\$20,000.00
		Request for 60/40 Match Rate			
GSU	5	The Tiger Marching Band Endowed Scholarship	New	\$63,000.00	\$40,000.00
GSU	6	Doris Moses Perseverance Scholarship	New	\$60,000.00	\$40,000.00
GSU	7	Ben D. Johnson Endowed Scholarship Fund	New	\$140,041.00	\$80,000.00
GSU	8	Lonnie B. Smith Endowed Scholarship	Previous	\$98,522.00	\$20,000.00
GSU	9	Mr. Truitt Lowery & Mrs. Eleanor Wayne Lowery Endowed Student Scholarship	Previous	\$83,782.00	\$20,000.00
GSU	10	Dr. Neari F. Warner Endowed Student Scholarship	Previous	\$1,000,000.00	\$380,000.00
GSU	11	Ruston Alumni Chapter Family of Conch James Wicks Duncan, Sr. Endowed	Previous	\$80,960.00	\$20,000.00
GSU	12	Delta Sigma Theta-Delta Iota Endowment Scholarship	Previous	\$90,419.00	\$20,000.00
GSU	13	SGA Centennial Campaign Endowed Scholarship	Previous	\$135,162.00	\$60,000.00
GSU	14	Reverend E. Edward Jones, Sr. & Mrs. Leslie A. Jones Endowed Student Scholarship	Previous	\$121,950.00	\$60,000.00
GSU	15	Arlynne Lake Cheers Endowed Professorship in the College of Education	Previous	\$150,545.00	\$40,000.00
GSU	16	Dallas Alumni Chapter of GSU Endowed Professorship in the College of Business	Previous	\$152,594.00	\$40,000.00
GSU	17	Dr. Joseph B. Johnson - Kappa Alpha Psi/Gamma Psi Endowed Professorship	Previous	\$94,150.00	\$20,000.00
GSU	18	Clayton A. Wiley and Viola E. Wiley Endowed Professorship for the Department of Engineering Technology in the College of Arts and Sciences	Previous	\$120,000.00	\$40,000.00
		Request for 60/40 Match Rate-Anticipated but not Yet Eligible.			
GSU		Arcadia Women in Action, Inc. Endowed Student Scholarship			
GSU		Corrine T. Carpenter Endowed Memorial Scholarship			
GSU		The Dr. Joseph Carter's Trail Blazer Endowed Scholarship			
GSU		Robert & Pauline Clark Endowed Student Scholarship			
GSU		Dr. Willie F. Daniel Endowed Scholarship in Kinesiology, Sport and Leisure Studies			
GSU		Lucille M. Dillard Dean Endowed Scholarship			
GSU		Clarence & Earnestine Haskin Douglas Endowed Memorial Scholarship Fund			
GSU		Mary Helen Rice Duncan Endowed Scholarship			
GSU		Mr. Louis Flournoy & Mrs. Mary Osborne Flournoy Endowed Student Scholarship in the Department of Family and Consumer Sciences			
GSU		Dr. Mildred G. Gallot Endowed Scholarship			
GSU		Leon and Mattie Garr Endowed Scholarship			
GSU		The Audrey and Wardell Gilbreath Endowed Scholarship Fund			
GSU		Matthew Guidry Endowed Student Scholarship			
GSU		Jan M. Hamlin Endowed Student Scholarship			
GSU		Georgia Harris Endowed Memorial Student Scholarship			
GSU		The Dr. Joseph B. Johnson and Mrs. Lula Johnson Endowed Scholarship			
GSU		The Perry D. and Monica Kennedy Jones Endowed Student Scholarship			
GSU		Drs. Horace and Gail Judson Endowed Scholarship for the String Music Program			
GSU		Dr. P. Ray and Mrs. Sushila Kedia Endowed Student Scholarship			
GSU		Liberty Mutual Endowed Scholarship			
GSU		Yvonne D. Sutton Meyers Endowed Scholarship			
GSU		Mr. Thomas A. & Mrs. Joyce A. Moorehead Endowed Student Scholarship in the College of Business			
GSU		Lueburda Jamison Myers Endowed Scholarship			
GSU		Julia W. Newman Endowed Memorial Scholarship			
GSU		Dr. Connell Osborne Endowed Memorial Scholarship			
GSU		Drs. Gerald C. and Verjanis Peoples Endowed Scholarship Fund			
GSU		Wilbur T. Purvis, III Endowed Scholarship			
GSU		Drs. Richard & Edith Rayford Endowed Student Scholarship			
GSU		Helen Richards-Smith Endowed Scholarship			
GSU		Wellington D. Swindall Endowed Book Scholarship Fund			
GSU		Lessie Wilson Taylor Endowed Memorial Scholarship			
GSU		Mitchelle O. Willis Endowed Student Athletic Scholarship			
GSU		The Edward & Versa Lee Wilson Endowed Scholarship			

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,000 as a match for the establishment of The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.
3. The source of these funds is from The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



Division of Advancement, Research and Economic Development

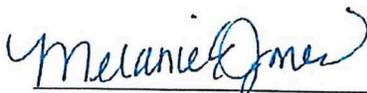
March 28, 2022

**Endowed Professorship Program
Donor Statement of Understanding**

**The University of Louisiana System Foundation and Diageo North America, Inc.
Professorship for Women in S.T.E.M.**

1. We have been fully informed and accept that the Board of Regents will match a maximum of (2) endowed professorships per year for Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.


Custodian (Danielle Robinson - Diageo)


Campus Representative



Advancing GSU
for Excellence.

P.O. Box 587, Grambling, LA 71245
Telephone: 318.274.2217 Fax: 318.274.3330
www.gufoundation.org

Division of Advancement, Research and Economic Development

ENDOWED PROFESSORSHIP

The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.

March 29, 2021

I. NAME OF FUND

The name of the fund shall be The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.

II. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

- A. This Gift Agreement has been reviewed, signed, dated and returned to Grambling State University by Jonathan Pageler, custodian for appropriate University official signatures.

III. PURPOSE AND USE OF FUND

A. General Purpose

The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M. has been established for a distinguished female faculty member in Science, Technology, Engineering and/or Mathematics (S.T.E.M.), or one who has exemplified demonstrated commitment to the provision of services to improve the quality of life for all humankind. Accomplishments must exceed standard expectations in teaching, research, service to the community and evidence of having made a contribution to the fields of S.T.E.M. Moreover, it is the

Gift Agreement – Establishing The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.

Page 4

provisions, additional salary, and any amounts that can be expended for non-salary items, will be detailed in a letter of offer from the President to the awardee.

H. Annual Review

The Dean of the College of Arts and Sciences will conduct an annual evaluation of the endowed professor's work. A review of the attainment of the annual goals and objectives as specified in the awardees' plan will be conducted. The results of the review will be shared with the endowed professor prior to July 1. Plans for the coming year may be adjusted with the approval of the Dean.

**Diageo North America, Inc.
Endowed Scholarship Fund
Gift Agreement**

This Endowed Scholarship Fund Gift Agreement (the "Agreement") is made this 29th day of March by and between Diageo North America, Inc. (the "Donor"), and Grambling University (the "University").

The Donor and the University agree as follows:

1. **Purpose.** The Donor hereby pledges to the University the sum of Two hundred and Fifty thousand Dollars (\$250,000) for the purpose of creating with the University an endowment fund to be known as the Diageo Endowed Scholarship Fund (the "Fund").
2. **Fund Structure.** The Fund shall be structured as follows:
 - a. A quasi-endowment of \$ 25,000 will be established to address the immediate scholarship needs for the 2021-2022 academic year;
 - b. The remainder of the funds (\$225,000) will be placed in the Fund (the "Endowment").
 - \$105, 000 will be used to establish Diageo Endowed Scholarship Fund.
 - \$120,000 will be used to establish two (2) Endowed Professorships for \$60,000 each.
3. **Endowment.** The assets of the Fund may be merged or pooled for investment and investment management purposes with the general endowment or other assets of the University and managed and invested in accordance with University policy and procedure, but shall be entered on the books and records of the University as the "Diageo Endowed Scholarship Fund." Distributions shall be in support of the above gift purpose.
4. **Scholarship Awards.** The Fund shall be used to provide scholarships to at least 10 students each year in perpetuity that meet the following criteria:

Enrolled as a full-time student of African heritage, in an academic program of the University;
Currently pursuing a degree in any major, but preference will be given to Engineering,
Chemistry, Marketing, and Communications majors;

 - c. Maintaining a grade point average of at least 2.75 and meeting the University's general scholarship requirements (e.g. academic standard, code of conduct).
5. **Recognition by the University.** The University may publish the Donor's name in news announcements, both internal and external, after consultation with, and obtaining written consent of, the Donor.
6. **Reporting and Stewardship.** The University shall provide the Donor an annual report on the investment performance of the Fund and use of Fund proceeds to support the students, and the names of the scholarship recipients.

7. Additional Gifts. The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.

8. Future Changed Circumstances. If, in the opinion of the University, all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, the University shall have the discretion to direct the use of the Fund for a purpose as close as possible to the Donor's original intent.

9. Amendment. By mutual consent of the University and the Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

10. Alcoholic Beverage Matters.

- a. The parties acknowledge and agree that this Agreement is in no way conditioned on any requirement or understanding that University or any third party will require any concessionaire or other alcohol beverage retail licensee to purchase any alcohol beverage produced, sold or offered for sale by Donor. Donor acknowledges that Donor does not desire, agree, expect or intend to induce University or any third party to purchase and/or sell or offer for sale any beverage alcohol product produced, sold, or offered for sale by Donor.
- b. No assets of the Fund shall be used by University for any concessionaire or alcohol beverage retail licensee, whether as an inducement to any such retail licensee to purchase any alcohol beverage produced, sold or offered for sale by Donor or otherwise, nor will any assets of the Fund be used to defray any costs that any concessionaire or other alcohol beverage retail licensee would incur in the conduct of its business.
- c. University does not hold any licenses permitting the sale of alcohol beverages at retail.

10. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of [REDACTED]. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

DIAGEO NORTH AMERICA, INC.

By

Name: Jonathan Pageler

Title: EVP, Corporate Relations

[UNIVERSITY]

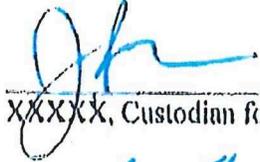
By

Name:

Title:

VII. ACCEPTANCES

THIS AGREEMENT entered into on this the 29 of March, 2021.

By: 
XXXXX, Custodian for Dineco North America, Inc.

By: 
Marc A. Newman, Vice President for Advancement,
Research & Economic Development

April 12, 2021
Date

By: 
Gavin Hamms, Director for Student Financial Aid
and Scholarships

4-16-21
Date

By: 
Connie Walton, Provost/Vice President for
Academic Affairs

4/16/21
Date

By: 
Richard J. Gallot, President
Grambling State University

4-19-21
Date

AFFIDAVIT

The State of Louisiana

)

Parish of Lincoln

) S.S.

)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,000 as a match for the establishment of The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M.
3. The source of these funds is from The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

(Signature)

Bruce Rushing

(Official Title)

(Official Organization)



Advancing GSU
for Excellence.

P.O. Box 587, Grambling, LA 71245
Telephone: 318.274.2217 Fax: 318.274.3330
www.gufoundation.org

Division of Advancement, Research and Economic Development

ENDOWED PROFESSORSHIP

The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation

March 29, 2021

I. NAME OF FUND

The name of the fund shall be The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation.

II. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

- A. This Gift Agreement has been reviewed, signed, dated and returned to Grambling State University by Jonathan Pageler, custodian for appropriate University official signatures.

III. PURPOSE AND USE OF FUND

A. General Purpose

The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation has been established for a distinguished male faculty member in Science, Technology, Engineering and/or Mathematics (S.T.E.M.), or one who has demonstrated commitment to the provision of services to improve the quality of life for all humankind. Accomplishments must exceed standard expectations in teaching, research, service to the community and evidence of having made a contribution to the fields of S.T.E.M. Moreover, it is the

Gift Agreement – Establishing The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation

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expectation that the recipient of the Endowed Professorship in S.T.E.M enhance the process of teaching and learning; model best practices and maintain a close affiliation with pertinent Specialized Professional Associations in the fields of Science, Technology, Engineering and/or Mathematics.

A donation in the amount of \$60,000 will be received as a gift to Grambling University Foundation. Matching funds in the amount of \$40,000 from the University of Louisiana System Foundation will be used to complete the establishment of the endowed professorship for a total of \$100,000.

B. Duties

The awardee will be expected to:

- Maintain an outstanding record of research
- Maintain a strong teaching orientation
- Maintain close ties with professional associations in the fields of Science, Technology, Engineering and/or Mathematics
- Serve as a mentor to students and junior faculty aspiring to become teachers and educational leaders

C. Eligibility

The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation will be awarded to a male full-time faculty member in Science, Technology, Engineering and/or Mathematics with faculty rank of assistant professor or higher who has a record of outstanding scholarly and creative contributions.

D. Durations of Award

The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation award will be for a period of four years. Continuation will be contingent upon annual reviews of the recipient's performance.

E. Utilization of Funds

Funds available (from the proceeds) through The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Women in S.T.E.M.

Gift Agreement – Establishing The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation

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Innovation may be used for salary, research projects, equipment, travel, reference material, software, memberships, subscriptions, or any combination thereof, but are not necessarily limited to these categories.

F. Application Procedure

Applicants for The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation should submit the following items to the Dean of the College of Arts and Sciences on or before the published deadline date:

1. Letter of application
2. Vita
3. Three letters of recommendation
4. A plan for each year of the award showing goals and objectives for research, teaching and/or service

The successful applicant will be required to develop a budget for each year of the award based on allocations and objectives.

G. Selection Process

The Dean of the College of Arts and Sciences will recommend a search committee composed of the following persons:

1. Three senior professors from the College of Arts and Sciences
2. One associate professor from the College of Arts and Sciences
3. One person external to the University whose record of scholarship is outstanding
4. Two junior or senior students who are computer science majors

The Dean of the College of Arts and Sciences will approve the composition of the committee and assist with initiating the search. The nominee who emerges from the selection process will be recommended by the Dean to the Provost and Vice President for Academic Affairs for approval.

After approval, the Provost will recommend the nominee to the President. After final approval, the conditions of the appointment, including term of award, renewal

Gift Agreement – Establishing The University of Louisiana System Foundation and Diageo North America, Inc. Professorship for Men in S.T.E.M. Innovation

Page 4

provisions, additional salary, and any amounts that can be expended for non-salary items, will be detailed in a letter of offer from the President to the awardee.

H. Annual Review

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 - b. The remainder of the funds (\$225,000) will be placed in the Fund (the "Endowment").
 - \$105,000 will be used to establish Diageo Endowed Scholarship Fund.
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4. **Scholarship Awards.** The Fund shall be used to provide scholarships to at least 10 students each year in perpetuity that meet the following criteria:

Enrolled as a full-time student of African heritage, in an academic program of the University; Currently pursuing a degree in any major, but preference will be given to Engineering, Chemistry, Marketing, and Communications majors;

 - c. Maintaining a grade point average of at least 2.75 and meeting the University's general scholarship requirements (e.g. academic standard, code of conduct).
5. **Recognition by the University.** The University may publish the Donor's name in news announcements, both internal and external, after consultation with, and obtaining written consent of, the Donor.
6. **Reporting and Stewardship.** The University shall provide the Donor an annual report on the investment performance of the Fund and use of Fund proceeds to support the students, and the names of the scholarship recipients.

7. Additional Gifts. The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.

8. Future Changed Circumstances. If, in the opinion of the University, all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, the University shall have the discretion to direct the use of the Fund for a purpose as close as possible to the Donor's original intent.

9. Amendment. By mutual consent of the University and the Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

10. Alcoholic Beverage Matters.

- a. The parties acknowledge and agree that this Agreement is in no way conditioned on any requirement or understanding that University or any third party will require any concessionaire or other alcohol beverage retail licensee to purchase any alcohol beverage produced, sold or offered for sale by Donor. Donor acknowledges that Donor does not desire, agree, expect or intend to induce University or any third party to purchase and/or sell or offer for sale any beverage alcohol product produced, sold, or offered for sale by Donor.
- b. No assets of the Fund shall be used by University for any concessionaire or alcohol beverage retail licensee, whether as an inducement to any such retail licensee to purchase any alcohol beverage produced, sold or offered for sale by Donor or otherwise, nor will any assets of the Fund be used to defray any costs that any concessionaire or other alcohol beverage retail licensee would incur in the conduct of its business.
- c. University does not hold any licenses permitting the sale of alcohol beverages at retail.

10. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of [REDACTED]. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

DIAGEO NORTH AMERICA, INC.

By

Name: Jonathan Pageler

Title: EVP, Corporate Relations

[UNIVERSITY]

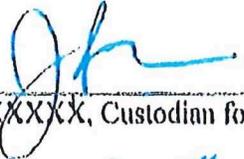
By

Name:

Title:

VII. ACCEPTANCES

THIS AGREEMENT entered into on this the 29 of March, 2021.

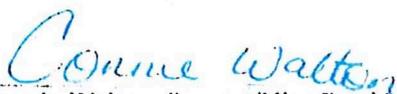
By: 
XXXXX, Custodian for Diageo North America, Inc.

By: 
Marc A. Newman, Vice President for Advancement,
Research & Economic Development

April 12, 2021
Date

By: 
Gavin Hamms, Director for Student Financial Aid
and Scholarships

4-16-21
Date

By: 
Connie Walton, Provost/Vice President for
Academic Affairs

4/16/21
Date

By: 
Richard J. Gallot, President
Grambling State University

4-19-21
Date



Division of Advancement, Research and Economic Development

March 28, 2022

**Endowed Professorship Program
Donor Statement of Understanding**

**The University of Louisiana System Foundation and Diageo North America, Inc.
Professorship for Men in S.T.E.M.**

1. We have been fully informed and accept that the Board of Regents will match a maximum of (2) endowed professorships per year for Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.


Custodian (Danielle Robinson-Diageo)


Campus Representative

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$320,000 as a match for the establishment of the Doug Williams Peyback Endowed Student Scholarship.
3. The source of these funds is from Doug Williams Peyback Endowed Student Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing



(Official Title)



(Official Organization)

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$200,000 as a match for the establishment of The Shade Room First Generation Endowed Scholarship.
3. The source of these funds is from The Shade Room First Generation Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature [Signature]
(Seal)

NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

[Signature]

(Signature)

Bruce Rushing

[Signature]

(Official Title)

Origin Bank

(Official Organization)

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$63,000 as a match for the establishment of The Tiger Marching Band Endowed Scholarship.
3. The source of these funds is from The Tiger Marching Band Endowed Scholarship.

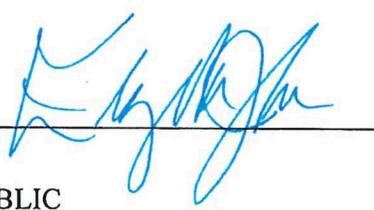
STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



***GRAMBLING STATE UNIVERSITY
ENDOWED GIFT AGREEMENT***

The Tiger Marching Band Alumni Endowed Scholarship

April 9, 2013

To Establish the “The Tiger Marching Band Alumni Endowed Scholarship”

I. INTRODUCTION

Dr. Edwin Thomas and Grambling State University have agreed to establish the *Tiger Marching Band Alumni Endowed Scholarship* for **undergraduate students** in the amount of \$10,000 in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be the **“Tiger Marching Band Alumni Endowed Scholarship.”**

III. ESTABLISHMENT OF FUND

This fund shall be deemed established when:

This Gift Agreement has been reviewed, signed, and dated by appropriate University officials.

Gift Agreement – Establishing the Tiger Marching Band Alumni Endowed Scholarship

Page Two

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to provide scholarships to academically deserving undergraduate students.

B. Criteria and Selection Process

A Scholarship Awards Committee will determine the process for evaluating candidates and selecting recipients of the scholarship. The award is open only to undergraduate students. Candidates for the scholarship must meet the following conditions: (a) enrolled full-time at Grambling State University and in good standing; (b) incoming or second semester freshman; (c) candidates must have at least a 2.5 high school grade point average on a 4.0 scale; (d) must maintain a 2.5 during the semester; (e) resident of State of Louisiana; and (f) involved in activities in which leadership skills are used and /or voluntary services provided.

Award may be given to one or more students in any given year.

V. ADMINISTRATION OF FUND

A. Funding

On December 7, 2012, Mr. Lonnie Smith presented the University with a check in the amount of \$2,500 to fund this endowment.

B. Disbursement of Funds

Grambling State University will disburse the Funds.

The Scholarship Fund's expendable distribution will be determined from time-to-time under the terms of the Endowment Expenditure Policy as established by Grambling State University. Total return earned by the Fund in excess of the amount approved for distribution shall be retained in the Fund principal to protect the Fund from the effects of inflation and to allow for growth. Any unexpended distribution from the previous year may be combined with that of the current year for spending purposes or added to the Fund principal.

Gift Agreement – Establishing The Tiger Marching Band Alumni Endowed Scholarship

Page Three

C. Administration of the Endowment

The establishment and administration of the Endowment will comply with current endowment policies of Grambling State University. Although the Endowment is intended to exist in perpetuity, unforeseen circumstances may alter or remove a designated subject area from the campus academic plan. In such an event, the President of the University is authorized to re-designate the purpose of this Endowment, to provide student support in an area closely related to Donor's interests and intentions. The funds for this endowment shall be disclosed as required by applicable law and accounting principles.

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with the State of Louisiana Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

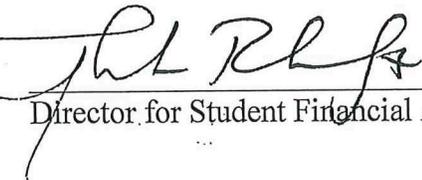
Gift Agreement – Establishing The Tiger Marching Band Alumni Endowed Scholarship

Page Four

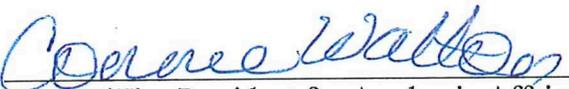
VI. ACCEPTANCES

THIS AGREEMENT entered into on this the 31st of OCTOBER, 2013.

By: 
Dr. Edwin Thomas, Custodian

By: 
Director for Student Financial Aid and Scholarships

By: 
Vice President for Institutional Advancement

By: 
Provost/Vice President for Academic Affairs

By: 
President



Division of Advancement, Research and Economic Development

March 18, 2021

**Endowed Scholarship Program
Donor Statement of Understanding**

The Tiger Marching Band Endowed Scholarship

1. We have been fully informed and accept that the Board of Regents will match endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.

Edwin Thomas

Custodian

Campus Representative



Endowment Contributions

370444 - The Tiger Marching Band Endowed Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
EXXONMOBIL FOUNDATION, INC.	04/12/2013	12/07/2012		\$7,500.00
EXXONMOBIL FOUNDATION, INC.	11/07/2015	12/07/2012		\$7,500.00
EXXONMOBIL FOUNDATION, INC.	04/21/2016	12/07/2012		\$7,500.00
EXXONMOBIL FOUNDATION, INC.	05/07/2019	12/07/2012		\$3,750.00
EXXONMOBIL FOUNDATION, INC.	04/15/2014	12/07/2012		\$3,750.00
EXXONMOBIL FOUNDATION, INC.	05/28/2020	12/07/2012		\$1,500.00
EXXONMOBIL FOUNDATION, INC.	06/10/2021	12/07/2012		\$500.00
GSU MATCHING GRANT PROGRAM	06/30/2020	12/07/2012		\$20,000.00
ANONYMOUS DONOR	12/31/2018	12/07/2012		\$1,250.00
ANONYMOUS DONOR	09/27/2019	12/07/2012		\$500.00
ANONYMOUS, ANONYMOUS	12/31/2015	12/07/2012		\$2,500.00
SMITH, LONNIE B	12/07/2012	12/07/2012		\$2,500.00
SMITH, LONNIE B	12/31/2014	12/07/2012		\$2,500.00
SMITH, LONNIE B	12/30/2013	12/07/2012		\$1,250.00
SMITH, LONNIE B	01/14/2021	12/07/2012		\$500.00
Total Contributions				\$63,000.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$60,000 as a match for the establishment of The Doris Moses Perseverance Scholarship.
3. The source of these funds is from The Doris Moses Perseverance Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



Advancing GSU
for Excellence.

P.O. Box 587, Grambling, LA 71245
Telephone: 318.274.2217 Fax: 318.274.3330
www.gufoundation.org

GRAMBLING UNIVERSITY FOUNDATION, INC. /GRAMBLING STATE UNIVERSITY GIFT AGREEMENT

The Doris Moses-Perseverance Endowed Scholarship

March 6, 2021

To Establish "The Doris Moses-Perseverance Endowed Scholarship."

I. INTRODUCTION

Mr. Eric Moses has agreed to establish an endowed scholarship in the amount of \$15,000.00 with Grambling State University in accordance with the provisions outlined below.

II. NAME OF FUND

The name of the fund shall be The Doris Moses-Perseverance Endowed Scholarship.

III. ESTABLISHMENT OF FUND

This Fund shall be deemed established when:

This gift agreement has been reviewed, signed, dated and returned to Grambling State University by Mr. Eric Moses, donor and custodian of the scholarship, for appropriate University official signatures.

IV. PURPOSE AND USE OF FUND

A. General Purpose

This fund shall be used to provide scholarships to academically deserving full-time undergraduate students to assist them in their pursuit of obtaining a college education.

Gift Agreement – Establishing The Doris Moses-Perseverance Endowed Scholarship

Page Two

B. Criteria and Selection Process

A Scholarship Awards Committee will determine the process for evaluating and selecting candidates for the scholarship within the following conditions: (a) priority will be given to candidates who are from a single parent household or first generation college students; (b) a resident of New Orleans Metropolitan area; (c) the candidates must have at least a high school GPA of 2.5 grade point average on a 4.0 grading scale; (d) must be a first semester freshman; (e) the candidates must maintain a cumulative 3.0 during the semester; (f) the candidates must be enrolled at Grambling State University and in good standing.

V. ADMINISTRATION OF FUND

A. Funding

Donations in the amount of \$2,000.00 were made to Grambling State University via the *Grambling University Foundation, Inc.* to begin the funding for this endowment.

Payments were made to honor this pledge as received by family, alumni and friends according to the following payment schedule:

- a. Payment 1 \$8,000.00 on or before December 31, 2016
- b. Payment 2 \$5,000.00 on or before December 31, 2017

The donor has a maximum of five years to reach the minimal amount required for an Endowed Scholarship (\$15,000). At the end of this period, if the donor has not met the minimal amount required, the University President (in consultation with the Grambling University Foundation Board), shall determine a use for the funds and any income accumulated thereon, that most closely resembles the purpose(s) set out in the gift agreement.

All additional funds received after the \$15,000 has been met, will be used to grow the endowment.

Gift Agreement – Establishing The Doris Moses-Perseverance Endowed Scholarship

Page Three

B. Disbursement of Funds

Grambling State University will disburse the funds. No funds will be disbursed until the entire endowment has been met, unless the custodian provides written consent to disburse funds prior establishing the full \$15,000 endowment.

Once a year a \$1,500 scholarship will be awarded distributed evenly in the amount of \$750 at the start of the fall and spring semesters will be awarded to an incoming freshman meeting the requirements outlined within Section IV-B each year until the funds are exhausted. This distribution schedule implies this endowment fund would last at least 10 years excluding the effects of interest earned or additional contributions beyond the initial \$15,000 endowment.

Total interest earned by the fund and remaining principal in excess of the amount approved for distribution shall be retained in the fund principal to allow for growth and fund future distributions. Any unexpended distribution from the previous year will be added to the fund principal and be combined with that of the current year for future scholarship distributions.

C. Administration of Endowment

The establishment and administration of the endowment will comply with current endowment policies of *Grambling University Foundation, Inc.*

The funds for this endowment shall be disclosed as required by applicable law and accounting principles. This gift may be publicized by *Grambling University Foundation, Inc.*

D. Fiduciary Responsibility

This fund shall be invested and income shall be treated and expended in accordance with *Grambling University Foundation, Inc.* Investment Policy. Responsibility for governance and investment of these endowment funds is vested in Grambling State University and the appropriate university officials.

VI. DEFINITIONS

Donor – A person who donates money to fund or establish the endowment.

Custodian – The guardian or steward that has the responsibility of looking after the endowment.

VII. ACCEPTANCES

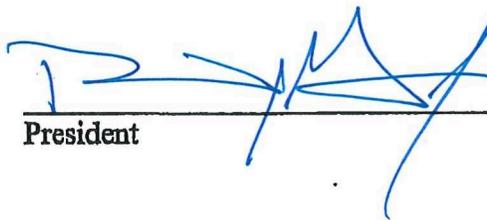
THIS AGREEMENT entered into on this the 6th of March, 2021.

By: 
Mr. Eric Moses, Custodian

By: 
Director for Financial Aid and Scholarships

By: 
Vice President for Research, Advancement
& Economic Development

By: 
Provost and Vice President for Academic Affairs

By: 
President



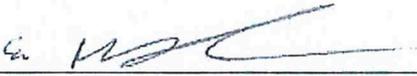
Division of Advancement, Research and Economic Development

March 18, 2021

**Endowed Scholarship Program
Donor Statement of Understanding**

The Doris Moses-Perseverance Scholarship

1. We have been fully informed and accept that the Board of Regents will match endowed scholarship at Grambling State University.
2. We have reviewed, understand, and accept the Program Policy and Investment Policy provisions relative to retention of corpus, principal and expendable funds, expenditure of income and other administrative conditions related to provisions of Board of Regents Support matching funds.
3. We have reviewed, understand and accept Grambling State University's internal standards and process for selecting the student recipients of Regents Support Fund-Matched endowed scholarships.



Custodian



Campus Representative



Endowment Contributions

BG0243 - GUF-The Doris Moses-Perseverance Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
GSU MATCHING GRANT PROGRAM	06/30/2020	09/28/2015		\$15,000.00
SHELL OIL COMPANY FOUNDATION	04/25/2016	09/28/2015		\$1,111.36
SHELL OIL COMPANY FOUNDATION	12/31/2015	09/28/2015		\$4,000.00
SHELL OIL COMPANY FOUNDATION	08/10/2016	09/28/2015		\$555.68
SHELL OIL COMPANY FOUNDATION	05/25/2016	09/28/2015		\$555.68
SHELL OIL COMPANY FOUNDATION	09/13/2016	09/28/2015		\$1,111.36
SHELL OIL COMPANY FOUNDATION	09/06/2016	09/28/2015		\$555.68
SHELL OIL COMPANY FOUNDATION	11/29/2016	09/28/2015		\$1,111.36
SHELL OIL COMPANY FOUNDATION	01/13/2017	09/28/2015		\$555.68
SHELL OIL COMPANY FOUNDATION	02/15/2017	09/28/2015		\$1,111.36
SHELL OIL COMPANY FOUNDATION	04/24/2017	09/28/2015		\$1,667.52
SHELL OIL COMPANY FOUNDATION	07/21/2017	09/28/2015		\$555.84
SHELL OIL COMPANY FOUNDATION	08/07/2017	09/28/2015		\$555.84
SHELL OIL COMPANY FOUNDATION	09/28/2017	09/28/2015		\$1,111.68
SHELL OIL COMPANY FOUNDATION	04/30/2018	09/28/2015		\$833.52
SHELL OIL COMPANY FOUNDATION	12/11/2017	09/28/2015		\$1,111.68
SHELL OIL COMPANY FOUNDATION	03/02/2018	09/28/2015		\$1,667.44
SHELL OIL COMPANY FOUNDATION	09/10/2018	09/28/2015		\$555.68
SHELL OIL COMPANY FOUNDATION	04/30/2019	09/28/2015		\$833.44
SHELL OIL COMPANY FOUNDATION	06/24/2019	09/28/2015		\$1,667.04
SHELL OIL COMPANY FOUNDATION	12/04/2019	09/28/2015		\$3,334.08
SHELL OIL COMPANY FOUNDATION	05/14/2020	09/28/2015		\$1,666.86
SHELL OIL COMPANY FOUNDATION	08/05/2021	09/28/2015		\$2,222.56
SHELL OIL COMPANY FOUNDATION	08/19/2021	09/28/2015		\$1,111.28
SHELL OIL COMPANY FOUNDATION	04/30/2021	09/28/2015		\$1,999.88
MOSES, ERIC J	04/10/2017	09/28/2015		\$555.84
MOSES, ERIC J	07/21/2017	09/28/2015		\$277.92
MOSES, ERIC J	08/15/2017	09/28/2015		\$277.92
MOSES, ERIC J	08/21/2017	09/28/2015		\$277.92
MOSES, ERIC J	03/02/2018	09/28/2015		\$277.84
MOSES, ERIC J	04/03/2018	09/28/2015		\$277.84
MOSES, ERIC J	04/12/2018	09/28/2015		\$277.84
MOSES, ERIC J	05/07/2018	09/28/2015		\$277.84



Endowment Contributions

BG0243 - GUF-The Doris Moses-Perseverance Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
MOSES, ERIC J	11/08/2017	09/28/2015		\$555.84
MOSES, ERIC J	12/30/2017	09/28/2015		\$277.92
MOSES, ERIC J	12/14/2017	09/28/2015		\$277.92
MOSES, ERIC J	01/22/2018	09/28/2015		\$277.92
MOSES, ERIC J	06/14/2018	09/28/2015		\$277.84
MOSES, ERIC J	07/23/2018	09/28/2015		\$277.84
MOSES, ERIC J	08/27/2018	09/28/2015		\$277.84
MOSES, ERIC J	09/25/2018	09/28/2015		\$277.84
MOSES, ERIC J	10/17/2018	09/28/2015		\$277.84
MOSES, ERIC J	11/20/2018	09/28/2015		\$277.84
MOSES, ERIC J	12/13/2018	09/28/2015		\$833.52
MOSES, ERIC J	12/31/2018	09/28/2015		\$277.84
MOSES, ERIC J	01/31/2019	09/28/2015		\$277.84
MOSES, ERIC J	02/26/2019	09/28/2015		\$277.84
MOSES, ERIC J	04/25/2019	09/28/2015		\$555.68
MOSES, ERIC J	06/07/2019	09/28/2015		\$277.84
MOSES, ERIC J	07/17/2019	09/28/2015		\$277.84
MOSES, ERIC J	08/07/2019	09/28/2015		\$277.84
MOSES, ERIC J	09/24/2019	09/28/2015		\$555.68
MOSES, ERIC J	10/22/2019	09/28/2015		\$277.84
MOSES, ERIC J	12/17/2019	09/28/2015		\$277.84
MOSES, ERIC J	12/31/2019	09/28/2015		\$277.84
MOSES, ERIC J	01/23/2020	09/28/2015		\$277.84
MOSES, ERIC J	03/31/2021	09/28/2015		\$555.64
MOSES, ERIC J	05/20/2021	09/28/2015		\$277.82
MOSES, ERIC J	12/31/2020	09/28/2015		\$333.34
MOSES, ERIC J	11/29/2021	09/28/2015		\$277.82
MOSES, ERIC J	07/22/2021	09/28/2015		\$277.82
MOSES, ERIC J	08/05/2021	09/28/2015		\$277.82
MOSES, ERIC J	09/10/2021	09/28/2015		\$277.82
MOSES, ERIC J	11/17/2021	09/28/2015		\$555.64
MOSES, ERIC J	03/11/2021	09/28/2015		\$333.34
MOSES, ERIC J	06/10/2021	09/28/2015		\$277.82

Total Contributions

\$60,288.26

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$140,041 as a match for the establishment of Ben D. Johnson Endowed Scholarship Fund.
3. The source of these funds is from Ben D. Johnson Endowed Scholarship Fund.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)

NOTARY PUBLIC

My Commission expires _____
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Elizabeth K. Johnson

Elizabeth K. Johnson
#058040

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)

BEN D. JOHNSON, SR.
AND
GRAMBLING STATE UNIVERSITY
GRAMBLING, LOUISIANA

Copy
To Be
Read

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made as of this 21ST day of May 1999 between Ben D. Johnson, Sr., hereinafter referred to as the "Donor"; and Grambling State University, Grambling, Louisiana, Tax I.D. Number 72-6000751, hereinafter referred to as the "Trustee".

WITNESSETH:

WHEREAS, the Donor desires to give to the Trustee a sum of at least \$200,000, to establish an Endowed Professorship at Grambling State University in the amount of \$60,000 and The Ben D. Johnson Endowed Scholarship Fund, in the amount of at least \$140,000, for the purposes and upon the conditions set forth below; and,

WHEREAS, the Donor has delivered or will cause to be delivered to the Trustee the property described in Schedule A, attached hereto and incorporated by reference on or before May 21, 1999; and,

WHEREAS, the Trustee agrees to hold, administer and distribute all of the aforesaid property, together with all additions thereto, hereinafter referred to as the "Endowments" in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Upon receipt of the \$200,000 "Endowments", the Trustee shall establish an Endowed Professorship in the College of Business at Grambling University at Grambling, Louisiana in the amount of \$100,000, which includes the \$60,000 donation, and a state match of \$40,000 for which the University will apply to receive at the appropriate time. This endowed professorship shall be named The Ben D. Johnson, Sr. Endowed Professorship.

2. The remaining **\$140,000** or more shall establish **The Ben D. Johnson, Sr. Endowed Scholarship**, the principal of which will be permanently invested. **Twenty-five percent** of the annual interest earned shall be added to the corpus to assure the long-term growth of the **Endowed Scholarship**. **Seventy-five percent** of the annual interest earned will be used solely for scholarship purposes. Scholarships shall be awarded in such amounts and proportions as are determined by Grambling University, in its sole discretion, and as deemed appropriate to assist deserving students unless otherwise stipulated by the Donor.

The state policy on endowments for the Grambling State University Endowment Fund shall govern the investment of the Endowments as set forth in the Board of Regents mandates.

3. The investment of the funds shall be under the administration of the Senior Business Manager at Grambling State University. Recipients shall be selected by the Grambling State University Scholarship Committee, based on specific criteria set forth by the Donor through the **Ben D. Johnson, Sr. Educational Foundation** and submitted to the Office of Development at Grambling State University within a thirty-day period from the date of donation. Scholarship recipients shall be prohibited from exceeding the cost of education. Awards may be reduced or canceled to avoid over-awards.
4. This **Agreement** and the **Endowments** hereby created shall be irrevocable and this Agreement shall not be altered, revoked, or terminated, in whole or in part by the Donor. No part of the principal or interest herein shall ever revert or be used for the benefit of the Donor. The Donor hereby divests for himself and his organization any interest, either vested or contingent, including any reversionary right or the possibility of reverter, in the principal and interest of the Endowments, and any power to determine or control, by alteration, amendment, revocation, termination or otherwise, the beneficial enjoyment of the principal or income of the Endowments.
5. If any term of provision or any portion thereof of this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

WITNESS the following signatures and seal:

Edward Ward, Jr.
Witness

Alvin Bennett, Jr.
Witness

By: Ben D. Johnson, Sr.
Ben D. Johnson, Sr. Donor
P.O. Box 816
Natchitoches, Louisiana 71458

Sworn to and subscribed before me, Notary on this 21st day of May 1999

[Signature]
NOTARY

For Trustee:

[Signature]
Witness

Catherine B. Nicholson
Witness

By: [Signature]
Steve A. Favors, President
Grambling State University
Tax I.D. 72-6000751
RWE Jones Drive
Grambling, Louisiana 71245

Sworn to and subscribed before me, Notary, on this _____ day of May 1999.

[Signature]
NOTARY

SCHEDULE A

GRAMBLING STATE UNIVERSITY

Contributions totaling \$200,000.00 dollars or more will be made in its entirety on or before May 21, 1999 and will be applied toward **THE BEN D. JOHNSON, SR. ENDOWED PROFESSORSHIP** in the College of Business at **GRAMBLING STATE UNIVERSITY** and **THE BEN D. JOHNSON, SR. ENDOWED SCHOLARSHIP** fund. Contributions will be as follows:

1,000 shares General Electric Company

1,600 shares Allied Signal Inc.

Undetermined amount of cash, if necessary, to fulfill gift.

Arrangements will be completed through the Office of Development at Grambling State University.



Endowment Contributions

370415 - Endowed Scholarship (Ben D. Johnson)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
JOHNSON, BEN D	03/24/2000	05/20/2004		\$140,041.81
Total Contributions				\$140,041.81

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$118,522 as a match for the establishment of Lonnie B. Smith Endowed Scholarship.
3. The source of these funds is from Lonnie B. Smith Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

LONNISMITH - Endowed Scholarships (Lonnie B. Smith)

Donor Name	Gift Date	Start Date	End Date	Contributions
BOARD OF REGENTS	06/24/2020	03/30/2006		\$20,000.00
EXXONMOBIL FOUNDATION, INC.	04/20/2006	03/30/2006		\$7,500.00
EXXONMOBIL FOUNDATION, INC.	11/07/2015	03/30/2006		\$7,500.00
EXXONMOBIL FOUNDATION, INC.	05/07/2019	03/30/2006		\$3,750.00
EXXONMOBIL FOUNDATION, INC.	04/15/2014	03/30/2006		\$3,750.00
EXXONMOBIL FOUNDATION, INC.	04/21/2016	03/30/2006		\$7,500.00
EXXONMOBIL FOUNDATION, INC.	05/28/2020	03/30/2006		\$9,750.00
EXXONMOBIL FOUNDATION, INC.	06/10/2021	03/30/2006		\$926.00
GRAMBLING BLACK AND GOLD FOUNDATION, GSU MATCHING GRANT PROGRAM	01/05/2006	03/30/2006		\$8,000.00
GSU MATCHING GRANT PROGRAM	09/30/2009	03/30/2006		\$21,335.00
GSU MATCHING GRANT PROGRAM	06/30/2020	03/30/2006		\$10,000.00
GUNAA -- BAYOU CLASSIC SPECIAL ACCOUNT	07/07/2005	03/30/2006		\$2,500.00
IMDIVERSITY, INC.	03/15/2005	03/30/2006		\$200.00
TIM TIPPIT, BOLEY, RICHARDSON	03/02/2005	03/30/2006		\$200.00
ANONYMOUS DONOR	12/31/2018	03/30/2006		\$1,250.00
ANONYMOUS DONOR	09/27/2019	03/30/2006		\$3,250.00
ANONYMOUS, ANONYMOUS	12/31/2015	03/30/2006		\$2,500.00
COLLIER, EWING L	03/15/2005	03/30/2006		\$100.00
GHOLSTON, HERBERT	03/07/2005	03/30/2006		\$50.00
HOWELL, MARY B	04/27/2005	03/30/2006		\$20.00
MAYO-THEUS, SUZANNE M	04/27/2005	03/30/2006		\$25.00
SANFORD, SANDRA L	03/21/2005	03/30/2006		\$40.00
SMITH, ESTELLA	03/15/2005	03/30/2006		\$100.00
SMITH, ESTELLA	01/21/2021	03/30/2006		\$1,000.00
SMITH, LONNIE B	09/27/2005	03/30/2006		\$2,500.00
SMITH, LONNIE B	12/31/2014	03/30/2006		\$2,500.00
SMITH, LONNIE B	12/30/2013	03/30/2006		\$1,250.00
SMITH, LONNIE B	01/14/2021	03/30/2006		\$926.00
WILLIAMS, ALICIA	03/02/2005	03/30/2006		\$50.00
WINGARD, F. R	03/18/2005	03/30/2006		\$50.00
Total Contributions				\$118,522.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$103,782 as a match for the establishment of Mr. Truitt Lowery & Mrs. Eleanor Wayne Lowery Endowed Student Scholarship.
3. The source of these funds is from Mr. Truitt Lowery & Mrs. Eleanor Wayne Lowery Endowed Student Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	06/22/2021	03/30/2006		\$20,000.00
CHRISTIAN METHODIST EPISCOPAL CHURCH	07/13/2006	03/30/2006		\$100.00
CHRISTIAN METHODIST MEN ORGANIZATION	04/10/2008	03/30/2006		\$250.00
GSU MATCHING GRANT PROGRAM	09/30/2009	03/30/2006		\$8,886.00
GSU MATCHING GRANT PROGRAM	10/16/2007	03/30/2006		\$27,000.00
LOS ANGELES DISTRICT CMMF (CHRISTIAN	07/11/2006	03/30/2006		\$250.00
LOS ANGELES DISTRICT CMMF (CHRISTIAN	07/21/2009	03/30/2006		\$250.00
LOWERY'S INCOME TAX SERVICE	04/20/2007	03/30/2006		\$200.00
LOWERY'S INCOME TAX SERVICE	12/29/2007	03/30/2006		\$100.00
LOWERY'S INCOME TAX SERVICE	03/10/2008	03/30/2006		\$100.00
LOWERY'S INCOME TAX SERVICE	03/27/2008	03/30/2006		\$200.00
LOWERY'S INCOME TAX SERVICE	04/28/2008	03/30/2006		\$300.00
LOWERY'S INCOME TAX SERVICE	08/15/2008	03/30/2006		\$100.00
LOWERY'S INCOME TAX SERVICE	09/05/2008	03/30/2006		\$50.00
THE LOS ANGELES SAN DIEGO CMMF	07/11/2006	03/30/2006		\$250.00
THE LOS ANGELES SAN DIEGO CMMF	08/19/2008	03/30/2006		\$50.00
ALLEN, BETTY J	09/04/2008	03/30/2006		\$25.00
ALLEN, DAVID	04/10/2008	03/30/2006		\$20.00
ANDERSON, MARY P	05/20/2008	03/30/2006		\$100.00
ANONYMOUS, ANONYMOUS	04/10/2008	03/30/2006		\$5.00
ANONYMOUS, ANONYMOUS	05/20/2008	03/30/2006		\$137.00
ARMAH, BETTY	09/04/2008	03/30/2006		\$5.00
AUSBERRY, VERGE	05/20/2008	03/30/2006		\$100.00
BAHAM, BIRDIA O	09/04/2008	03/30/2006		\$50.00
BAILEY, GLORIA F	05/20/2008	03/30/2006		\$100.00
BAILEY, HAROLD	04/10/2008	03/30/2006		\$11.00
BAILEY, HAROLD	09/04/2008	03/30/2006		\$100.00
BAKER, LOIS P	07/14/2006	03/30/2006		\$25.00
BANKS, FREDDIE	05/20/2008	03/30/2006		\$300.00
BARNES, OREE C	05/09/2008	03/30/2006		\$50.00
BARNES, SHUNDA	04/10/2008	03/30/2006		\$2.00
BATISTE, MARY L	09/04/2008	03/30/2006		\$200.00
BILLUPS, RUBY W	09/22/2006	03/30/2006		\$100.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BLUAIN, EDNA D	09/05/2008	03/30/2006		\$50.00
BOLENDER, RORY D	09/04/2008	03/30/2006		\$10.00
BOOKER, BRENDA	09/04/2008	03/30/2006		\$5.00
BOOKER, IMOGENE M	09/05/2008	03/30/2006		\$25.00
BOWENS, THEODOSIA	04/12/2007	03/30/2006		\$30.00
BRATTON, DAN T	04/12/2007	03/30/2006		\$25.00
BRATTON, DAN T	08/15/2008	03/30/2006		\$25.00
BRIDLEMAN, JUDY M	09/04/2008	03/30/2006		\$10.50
BROWN, AMANDA	09/04/2008	03/30/2006		\$10.00
BUCHANAN, CHRISTINE S	07/31/2006	03/30/2006		\$100.00
BUTLER, RUTH	09/17/2008	03/30/2006		\$50.00
CALVIN, CALLIE L	08/05/2008	03/30/2006		\$50.00
CLARK, KERRI	09/04/2008	03/30/2006		\$20.00
CLEAVES, WAYNE	09/05/2008	03/30/2006		\$20.00
CLEMMONS, MARY H	08/19/2008	03/30/2006		\$100.00
CLINTON, LAURELIA P	08/19/2008	03/30/2006		\$40.00
COTTINGHAM, SHERMAN	05/20/2008	03/30/2006		\$100.00
CREAMER, ELLEN	09/04/2008	03/30/2006		\$10.00
DAVIDSON, BRUCE N	09/04/2008	03/30/2006		\$25.00
DEMARS, MARK A	09/04/2008	03/30/2006		\$50.00
DOTSON, ARTHUR L	08/15/2008	03/30/2006		\$25.00
DOWELL, MICHAEL A	09/04/2008	03/30/2006		\$50.00
DUDLEY, HAZEL C	05/20/2008	03/30/2006		\$100.00
DYER, STERLING	05/20/2008	03/30/2006		\$100.00
EDWARDS, ARLILLIAN	08/08/2006	03/30/2006		\$20.00
ENGLE, ODEAL	09/04/2008	03/30/2006		\$25.00
EVERETT, KERRI L	08/19/2008	03/30/2006		\$300.00
EVERFIELD, JOHNNIE V	05/20/2008	03/30/2006		\$100.00
EVERLINE, BARRY C	04/12/2007	03/30/2006		\$25.00
EVERLINE, BARRY C	04/10/2008	03/30/2006		\$6.00
EVERLINE, BARRY C	08/15/2008	03/30/2006		\$25.00
EVERLINE, BARRY C	09/05/2008	03/30/2006		\$100.00
EVERLINE, SHELIA D	07/11/2006	03/30/2006		\$50.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
EVERLINE, SHELIA D	04/12/2007	03/30/2006		\$50.00
EVERLINE, SHELIA D	04/10/2008	03/30/2006		\$20.00
EVERLINE, SHELIA D	08/15/2008	03/30/2006		\$50.00
EVERLINE, SHELIA D	09/05/2008	03/30/2006		\$102.00
FAN, ALEXANDER H	09/04/2008	03/30/2006		\$100.00
FORD, BRIAN	09/04/2008	03/30/2006		\$50.00
FORD, DOROTHEA	09/04/2008	03/30/2006		\$41.65
FORD, MILBRY J	08/08/2006	03/30/2006		\$100.00
FORD, MILBRY J	03/27/2008	03/30/2006		\$100.00
FORD, MILBRY J	08/19/2008	03/30/2006		\$100.00
FORD, RONALD L	09/04/2008	03/30/2006		\$41.67
GARNER, WILLIAM L	08/19/2008	03/30/2006		\$100.00
GATES, FREDDIE B	01/04/2007	03/30/2006		\$100.00
GIBSON, LENORA B	07/31/2006	03/30/2006		\$25.00
GILES, CLAUDE L	12/18/2006	03/30/2006		\$50.00
GILES, CLAUDE L	09/05/2008	03/30/2006		\$50.00
GIPSON, ELLA M	08/16/2006	03/30/2006		\$20.00
GONZALES, DINO	09/04/2008	03/30/2006		\$5.00
GORING-GAINES, ELIZABETH L	09/04/2008	03/30/2006		\$50.00
GRANT, MILLICENT B	09/05/2008	03/30/2006		\$100.00
GRAY, LEANDER	05/20/2008	03/30/2006		\$100.00
GREATHOUSE, DON W	03/26/2008	03/30/2006		\$100.00
GREEN, ELIAS	08/15/2008	03/30/2006		\$25.00
GREEN, LILLIAN C	08/15/2008	03/30/2006		\$25.00
GRIFFIN, BEATRICE	05/20/2008	03/30/2006		\$100.00
GROSS, LAWRENCE S	09/04/2008	03/30/2006		\$50.00
GUYTON, BERNICE	08/19/2008	03/30/2006		\$40.00
HALL, JAMES P	09/04/2008	03/30/2006		\$25.00
HALL, JESSIE	08/08/2006	03/30/2006		\$20.00
HANDY, WENDELL T	08/15/2008	03/30/2006		\$25.00
HARRIS, JAMES L	11/03/2006	03/30/2006		\$50.00
HARRIS, JAMES L	08/15/2008	03/30/2006		\$100.00
HART, COREY W	09/05/2008	03/30/2006		\$50.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
HAYS, LATORIA	08/16/2006	03/30/2006		\$20.00
HEMPEN, SHERVONDA M	08/15/2008	03/30/2006		\$50.00
HEMPEN, SHERVONDA M	08/19/2008	03/30/2006		\$100.00
HEMPER, SHEUVONDA	04/12/2007	03/30/2006		\$50.00
HEMPER, SHEUVONDA	07/11/2006	03/30/2006		\$50.00
HERRON, PATSY	09/19/2007	03/30/2006		\$50.00
HIBBITT, MARTHA J	09/04/2008	03/30/2006		\$20.00
HICKS, JACQUELINE A	04/10/2008	03/30/2006		\$100.00
HINES, VIVIAN	07/11/2006	03/30/2006		\$25.00
HUDSON, J. L	07/16/2008	03/30/2006		\$25.00
HUDSON, NEVADA J	01/18/2007	03/30/2006		\$25.00
HULKOWER, JONATHAN	09/04/2008	03/30/2006		\$50.00
ISHAK, WAGUIH	09/04/2008	03/30/2006		\$50.00
ISLAND, HENRY E	05/20/2008	03/30/2006		\$100.00
JACKSON, ARNAIL	09/04/2008	03/30/2006		\$20.00
JACKSON, BILLIE	08/19/2008	03/30/2006		\$20.00
JANUARY-WILLIAMS, ANNIE D	05/20/2008	03/30/2006		\$100.00
JOHNSON, BETTY	09/04/2008	03/30/2006		\$20.00
JOHNSON, CLARENCE L	09/04/2008	03/30/2006		\$20.00
JONES, DONALD J	07/14/2006	03/30/2006		\$100.00
JONES, DONALD J	05/20/2008	03/30/2006		\$100.00
JONES, EMILY M	07/13/2006	03/30/2006		\$25.00
JONES, EMILY M	04/10/2008	03/30/2006		\$50.00
JONES, EMILY M	09/04/2008	03/30/2006		\$50.00
JONES, JOHN	07/31/2006	03/30/2006		\$25.00
KEHEYAN, LILY	09/04/2008	03/30/2006		\$5.00
KERENS, LORRAINE	09/04/2008	03/30/2006		\$10.00
KIDD, FELCIE L	09/04/2008	03/30/2006		\$25.00
KING, BERNITAM	08/19/2008	03/30/2006		\$50.00
KRAMER, BARRY A	09/04/2008	03/30/2006		\$50.00
LA RUE, TYREE C	04/10/2008	03/30/2006		\$25.00
LACOUR, CONCHITA	11/03/2006	03/30/2006		\$200.00
LACOUR, CONCHITA	09/05/2008	03/30/2006		\$100.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
LANDON, VERAM	09/04/2008	03/30/2006		\$20.00
LAWSON, KAREN	09/04/2008	03/30/2006		\$25.00
LEE, DORIS M	09/05/2008	03/30/2006		\$50.00
LEVI, LANAL	09/04/2008	03/30/2006		\$18.00
LEWIS, CHESTER	09/04/2008	03/30/2006		\$5.00
LEWIS, SR., FRANK	07/11/2006	03/30/2006		\$100.00
LINSEY, NATHANIEL	04/12/2007	03/30/2006		\$100.00
LOPEZ, ENRIQUE	09/04/2008	03/30/2006		\$20.00
LOVE, PRENTISS M	05/20/2008	03/30/2006		\$100.00
LOWE, JOSHUA K	04/06/2007	03/30/2006		\$25.00
LOWE, JOSHUA K	08/15/2008	03/30/2006		\$25.00
LOWERY, CLAUDE D	09/05/2008	03/30/2006		\$50.00
LOWERY, ELEANOR L	06/01/2006	03/30/2006		\$15,000.00
LOWERY, ELEANOR L	06/30/2006	03/30/2006		\$150.00
LOWERY, ELEANOR L	07/13/2006	03/30/2006		\$10,000.00
LOWERY, ELEANOR L	02/28/2007	03/30/2006		\$1,000.00
LOWERY, ELEANOR L	04/12/2007	03/30/2006		\$200.00
LOWERY, ELEANOR L	04/20/2007	03/30/2006		\$300.00
LOWERY, ELEANOR L	11/14/2007	03/30/2006		\$300.00
LOWERY, ELEANOR L	12/29/2007	03/30/2006		\$200.00
LOWERY, ELEANOR L	03/10/2008	03/30/2006		\$300.00
LOWERY, ELEANOR L	03/27/2008	03/30/2006		\$300.00
LOWERY, ELEANOR L	04/28/2008	03/30/2006		\$700.00
LOWERY, ELEANOR L	05/20/2008	03/30/2006		\$200.00
LOWERY, ELEANOR L	07/16/2008	03/30/2006		\$100.00
LOWERY, ELEANOR L	08/15/2008	03/30/2006		\$5,000.00
LOWERY, ELEANOR L	09/05/2008	03/30/2006		\$234.50
LUDLEY, SADIE A	05/20/2008	03/30/2006		\$100.00
MACK, ALERO O	08/08/2006	03/30/2006		\$25.00
MACK, ALERO O	08/19/2008	03/30/2006		\$25.00
MANDELBAUM, STEPHEN	09/04/2008	03/30/2006		\$100.00
MARSHALL, MELVIRTA	06/29/2007	03/30/2006		\$125.00
MASON, EDWARD J	05/20/2008	03/30/2006		\$100.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
MASSEY, RICH	09/04/2008	03/30/2006		\$20.00
MATTESON, CAROLYN	09/04/2008	03/30/2006		\$50.00
MCBATH, LELIAS	10/24/2006	03/30/2006		\$25.00
MCCOY, HAROLD J	04/28/2008	03/30/2006		\$200.00
MCCOY, OPAL C	04/28/2008	03/30/2006		\$300.00
MCDODY, STEPHEN	08/19/2008	03/30/2006		\$10.00
MCELROY, RONALD	09/04/2008	03/30/2006		\$15.00
MINTZER, KENNETH L	09/04/2008	03/30/2006		\$40.00
MONTGOMERY, EULA M	08/16/2006	03/30/2006		\$25.00
MOORE, E. E	07/11/2006	03/30/2006		\$50.00
MORRIS, GITTA	09/05/2008	03/30/2006		\$25.00
MOSELEY, GOLDIA D	07/31/2006	03/30/2006		\$20.00
NAILES, HAROLD	09/05/2008	03/30/2006		\$10.00
ODEM, LAURA J	06/30/2006	03/30/2006		\$50.00
PARKER, LLOYD	05/20/2008	03/30/2006		\$200.00
PARKS, GEORGE	06/30/2006	03/30/2006		\$50.00
PECHNICK, ROBERT N	09/04/2008	03/30/2006		\$100.00
PINKNEY, DOVE S	11/18/2006	03/30/2006		\$25.00
PITMAN, DAISY I	07/14/2006	03/30/2006		\$50.00
POTT, GARRICKA	04/12/2007	03/30/2006		\$25.00
POTT, GARRICKA	08/15/2008	03/30/2006		\$25.00
RANDALL, TINA	09/04/2008	03/30/2006		\$10.00
RAYMOND, JAMES C	04/10/2008	03/30/2006		\$50.00
REED, STANNON	08/15/2008	03/30/2006		\$10.00
RILEY, ESSIE M	09/04/2008	03/30/2006		\$20.00
ROBERTSON, LEOLA	05/20/2008	03/30/2006		\$100.00
ROBINSON, JAMES L	08/15/2008	03/30/2006		\$25.00
ROLAND, WILLIAM	08/15/2008	03/30/2006		\$25.00
ROSE, HOLLI M	09/04/2008	03/30/2006		\$30.00
ROY, MARION	05/20/2008	03/30/2006		\$100.00
SAMIE, MAHMOUD	09/04/2008	03/30/2006		\$50.00
SANDERS, JOYCE F	04/10/2008	03/30/2006		\$10.00
SATTERFIELD, BARBARA K	08/19/2008	03/30/2006		\$25.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
SIBLEY, WILLIAM F	12/10/2006	03/30/2006		\$100.00
SIEGEL, ROBERT J	09/05/2008	03/30/2006		\$20.00
SMITH, BARBARA	08/15/2008	03/30/2006		\$20.00
SMITH, ROBERT R	05/20/2008	03/30/2006		\$100.00
SMITH, WALTAM	08/19/2008	03/30/2006		\$20.00
STEWART, PAUL A	06/30/2006	03/30/2006		\$100.00
SUTHERLAND-STOLTING, AMINA	09/05/2008	03/30/2006		\$20.00
TABB, MICHELLE	08/19/2008	03/30/2006		\$25.00
TABB, WILLIE M	09/04/2008	03/30/2006		\$50.00
TACIROGH, AYSE	09/05/2008	03/30/2006		\$10.00
TATUM, TONY	09/04/2008	03/30/2006		\$20.00
TAYLOR, C. L	09/05/2008	03/30/2006		\$20.00
THOMAS, LOUIS C	05/20/2008	03/30/2006		\$100.00
THOMPSON, DOROTHY G	09/04/2008	03/30/2006		\$25.00
THORNHILL, DOROTHY M	07/11/2006	03/30/2006		\$50.00
TILLMAN, DESIREE	09/04/2008	03/30/2006		\$50.00
TURNER, DEMETRI	09/04/2008	03/30/2006		\$5.00
TYSON, RENITA	02/28/2007	03/30/2006		\$50.00
VAUGHN, ALMA L	08/19/2008	03/30/2006		\$50.00
WALLENS, DONALD E	09/05/2008	03/30/2006		\$50.00
WALLER, MARGO	09/04/2008	03/30/2006		\$20.00
WASHINGTON, HELEN P	09/05/2008	03/30/2006		\$50.00
WASHINGTON, WILBUR	06/30/2006	03/30/2006		\$150.00
WASHINGTON, WILBUR	08/15/2008	03/30/2006		\$75.00
WASHINGTON, WILBUR	09/05/2008	03/30/2006		\$35.00
WAYNE, CHARLES	09/04/2008	03/30/2006		\$25.00
WHITE, BETTYE S	08/19/2008	03/30/2006		\$100.00
WHITE, CALVIN M	07/10/2008	03/30/2006		\$500.00
WHITE, DEBORAH S	08/19/2008	03/30/2006		\$25.00
WHITMORE, ANDRETTE F	09/04/2008	03/30/2006		\$41.68
WILKINS, BERNIE	07/14/2006	03/30/2006		\$50.00
WILKINS, JEFFERY	09/04/2008	03/30/2006		\$100.00
WILLIAMS, LUTHER W	12/05/2006	03/30/2006		\$100.00



Endowment Contributions

370427 - Endowed Scholarship (Mr. Truitt Lowery and Mrs. Eleanor Wayn)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
WILSON, CHRISTOPHER K	08/19/2008	03/30/2006		\$25.00
WILSON, IRAL	07/13/2006	03/30/2006		\$20.00
WILSON, IRAL	08/19/2008	03/30/2006		\$20.00
ZANKICH, JERRY	09/04/2008	03/30/2006		\$20.00
Total Contributions				\$103,782.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$1,020,000 as a match for the establishment of Dr. Neari F. Warner Endowed Student Scholarship.
3. The source of these funds is from Dr. Neari F. Warner Endowed Student Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature 
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

BG0084 - Dr. Neari F. Warner Endowed Student Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	06/22/2021	04/10/2008		\$20,000.00
GSU MATCHING GRANT PROGRAM	05/19/2008	04/10/2008		\$500,000.00
GSU STUDENT GOVERNMENT ASSOCIATION	04/10/2008	04/10/2008		\$500,000.00
Total Contributions				\$1,020,000.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,960 as a match for the establishment of Ruston Alumni Chapter Family of Coach James Wick's Duncan Sr. Endowed Scholarship.
3. The source of these funds is from Ruston Alumni Chapter Family of Coach James Wick's Duncan Sr. Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires.

Elizabeth K. Johnson
#058040

Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

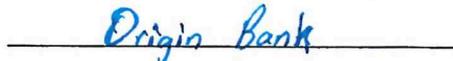


(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

BG0213 - GUF-The Ruston Alumni Chapter's Coach James Wicks Duncan, Sr. End Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	06/24/2020	06/26/2014		\$20,000.00
GSU MATCHING GRANT PROGRAM	06/30/2020	06/26/2014		\$10,000.00
GUNAA-RUSTON CHAPTER	06/26/2014	06/26/2014		\$30,000.00
GUNAA-RUSTON CHAPTER	06/30/2015	06/26/2014		\$20,000.00
GUNAA-RUSTON CHAPTER	06/22/2016	06/26/2014		\$20,000.00
WHITE, LIZZIE B	10/27/2017	06/26/2014		\$960.25
Total Contributions				\$100,960.25

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$100,000 as a match for the establishment of Delta Sigma Theta-Delta Iota Endowed Scholarship.
3. The source of these funds is from Delta Sigma Theta-Delta Iota Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

BG0196 - GUF-Delta Sigma Theta Sorority/Delta Iota End Student Schol

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	06/24/2020	08/16/2013		\$20,000.00
DELTA SIGMA THETA	12/12/2019	08/16/2013		\$16,540.00
DELTA SIGMA THETA	11/20/2018	08/16/2013		\$8,910.41
DELTA SIGMA THETA SORORITY- DELTA IOTA	01/28/2014	08/16/2013		\$8,000.00
GSU MATCHING GRANT PROGRAM	06/30/2020	08/16/2013		\$40,000.00
ANONYMOUS DONOR	11/30/2020	08/16/2013		\$4,870.87
BODEN, KATRINA	11/30/2020	08/16/2013		\$300.00
BOYLES, ERICA S	11/30/2020	08/16/2013		\$100.00
BRANCH-FLOYD, ANN	11/30/2020	08/16/2013		\$500.00
BROWN, CHRISTINA R	11/30/2020	08/16/2013		\$100.00
BYRD, BILLI N	11/30/2020	08/16/2013		\$150.00
CARTER, DEBORAH G	11/30/2020	08/16/2013		\$100.00
COLLINS, ASHANTI G	11/30/2020	08/16/2013		\$25.00
DAVIS, ANGELA M	11/30/2020	08/16/2013		\$100.00
DOSS, MONICA	11/30/2020	08/16/2013		\$100.00
FAUCETTE, SHEILAH N	09/26/2019	08/16/2013		\$99.59
FRISON, LUXIE L	11/30/2020	08/16/2013		\$100.00
FRISON-OWENS, JACQUELINE	11/30/2020	08/16/2013		\$100.00
GORDON, CAFFIN	12/02/2013	08/16/2013		\$100.00
GUILLORY-ADAMS, CONSUELLA	12/02/2013	08/16/2013		\$1,000.00
GUYNN, LYNN LONG	11/30/2020	08/16/2013		\$100.00
HARRIS, KIMBERLY	11/30/2020	08/16/2013		\$100.00
HELTON, SHERONDAL	11/30/2020	08/16/2013		\$50.00
HIMES, KHALIDA	11/30/2020	08/16/2013		\$100.00
HODGE, ANGELIQUE	11/30/2020	08/16/2013		\$19.13
HOWELL, GLENDA	11/30/2020	08/16/2013		\$125.00
HUGHEY, WILLIE M	08/19/2013	08/16/2013		\$1,500.00
JOHNSON, EDNAP	11/30/2020	08/16/2013		\$50.00
JONES, MONICA K	11/30/2020	08/16/2013		\$500.00
LAFITTE, STEPHANIE	05/01/2021	08/16/2013		\$550.00
LEWIS, CALANDRA F	11/22/2017	08/16/2013		\$1,600.00
LEWIS, CALANDRA F	11/30/2020	08/16/2013		\$100.00
LEWIS, METRAR	11/30/2020	08/16/2013		\$25.00



Endowment Contributions

BG0196 - GUF-Delta Sigma Theta Sorority/Delta Iota End Student Schol

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
MATTISON, JACKLYN	11/30/2020	08/16/2013		\$100.00
MCALISTER, ASHEYAM	11/30/2020	08/16/2013		\$100.00
MCGHEE, JANICE	11/30/2020	08/16/2013		\$50.00
MCKENZIE, ANNABELLE R	11/30/2020	08/16/2013		\$100.00
MITCHELL, APRIL	11/30/2020	08/16/2013		\$100.00
OFFUTT, DAWN C	11/30/2020	08/16/2013		\$300.00
POLLY, KHADIJAH	11/22/2017	08/16/2013		\$750.00
RANDLE, CRISTIAN	11/30/2020	08/16/2013		\$100.00
RAYMOND, LAUREN F	11/30/2020	08/16/2013		\$100.00
RUGEGE, CAROL M	11/30/2020	08/16/2013		\$50.00
SIMON, LISA	11/30/2020	08/16/2013		\$300.00
SIMS, MICHELLE	11/30/2020	08/16/2013		\$100.00
SMITH, DEANDRALETTE L	11/30/2020	08/16/2013		\$30.00
SMITH, JENNIFER	11/30/2020	08/16/2013		\$140.00
SMITH, JENNIFER R	11/22/2017	08/16/2013		\$1,500.00
STABLER, LATASHA	11/30/2020	08/16/2013		\$100.00
STRINGFELLOW, LAKEISHA S	11/30/2020	08/16/2013		\$25.00
THOMAS, JESSICA L	11/30/2020	08/16/2013		\$100.00
THOMAS-JACK, ANGELA	11/30/2020	08/16/2013		\$19.50
THOMASON, CANDACE R	11/30/2020	08/16/2013		\$50.00
UBAKA, CHRISTINA U	11/30/2020	08/16/2013		\$70.00
WADE, HEATHER	11/30/2020	08/16/2013		\$100.00
WHITE, KARLETTA M	11/30/2020	08/16/2013		\$25.00
WILSON-THOMPSON, ADRIENNE	11/30/2020	08/16/2013		\$70.00
WRIGHT, CAROL	11/30/2020	08/16/2013		\$25.00
Total Contributions				\$110,419.50

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$155,162 as a match for the establishment of SGA Centennial Campaign Endowed Scholarship.
3. The source of these funds is from SGA Centennial Campaign Endowed Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)



NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life



(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

500040 - SGA Centennial Campaign Endowed Scholarship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	06/22/2021			\$20,000.00
GSU MATCHING GRANT PROGRAM	04/08/2009			\$34,581.37
GSU MATCHING GRANT PROGRAM	08/13/2008			\$33,000.00
GSU MATCHING GRANT PROGRAM	09/20/2006			\$33,000.00
GSU MATCHING GRANT PROGRAM	08/04/2008			\$34,581.37
Total Contributions				\$155,162.74

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$141,950 as a match for the establishment of Reverend E. Edward Jones, Sr. & Mrs. Leslie A. Jones Endowed Student Scholarship.
3. The source of these funds is from Reverend E. Edward Jones, Sr. & Mrs. Leslie A. Jones Endowed Student Scholarship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature [Signature]
(Seal)

NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

[Signature]

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



Endowment Contributions

BG0035 - GUF-Rev E.Edward Jones,Sr.&Mrs. Leslie A.Jones End Stu Sch

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	06/22/2021	09/29/2006		\$20,000.00
GALILEE BAPTIST CHURCH	12/02/2016	09/29/2006		\$500.00
GSU MATCHING GRANT PROGRAM	10/16/2007	09/29/2006		\$60,000.00
NEW ARTS CULTURAL SOCIETY	07/05/2016	09/29/2006		\$200.00
SHREVEPORT ALUMNI CHAPTER	10/25/2006	09/29/2006		\$20,000.00
SHREVEPORT ALUMNI CHAPTER	09/29/2006	09/29/2006		\$40,000.00
ST. JOSEPH MISSIONARY BAPTIST CHURCH,	07/27/2016	09/29/2006		\$1,000.00
ST. PAUL BAPTIST CHURCH	07/05/2016	09/29/2006		\$100.00
BOOTH, REV. BILLY	07/27/2016	09/29/2006		\$50.00
LONG, JOYCE H	07/05/2016	09/29/2006		\$100.00
Total Contributions				\$141,950.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

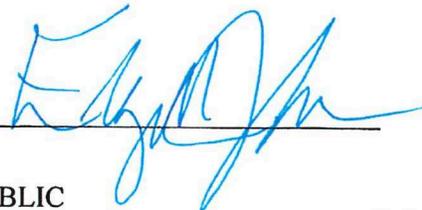
1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$190,545 as a match for the establishment of Arlyne Lake Cheers Endowed Professorship in the College of Education.
3. The source of these funds is from Arlyne Lake Cheers Endowed Professorship in the College of Education.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature 
(Seal)
NOTARY PUBLIC

My Commission expires Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

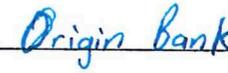


(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

500019 - Endowed Professorship (Arlynne Lake Cheers-COE)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	07/19/2004	07/21/2004		\$40,000.00
GSU MATCHING GRANT PROGRAM	09/30/2009	07/21/2004		\$90,445.00
CHEERS, ARLYNNE L	03/15/2004	07/21/2004		\$60,000.00
WILLIS, PATRICIA W	06/01/2006	07/21/2004		\$100.00
Total Contributions				\$190,545.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$192,594 as a match for the establishment of Dallas Alumni Chapter of GSU Endowed Professorship in the College of Business.
3. The source of these funds is from Dallas Alumni Chapter of GSU Endowed Professorship in the College of Business.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature 
(Seal)

NOTARY PUBLIC

My Commission expires: Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

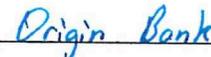


(Signature)

Bruce Rushing



(Official Title)



(Official Organization)



Endowment Contributions

370409 - Endowed Professorship (GUNAA Dallas Chapter)

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	10/05/2005	05/20/2004		\$40,000.00
BURLINGTON RESOURCES/MERIDIAN OIL	05/12/2003	05/20/2004		\$800.00
EXXONMOBIL FOUNDATION, INC.	04/02/2004	05/20/2004		\$14,100.00
EXXONMOBIL FOUNDATION, INC.	04/29/2005	05/20/2004		\$15,000.00
EXXONMOBIL FOUNDATION, INC.	04/20/2006	05/20/2004		\$15,000.00
GRAINGER	01/19/2005	05/20/2004		\$450.00
GSU MATCHING GRANT PROGRAM	09/30/2009	05/20/2004		\$90,444.00
LOCKHEED MARTIN CORPORATION	05/31/2004	05/20/2004		\$200.00
MBNA AMERICA	04/15/2003	05/20/2004		\$200.00
BOYD, JIMMY	11/22/2004	05/20/2004		\$150.00
HAMLIN, JAN M	11/26/2003	05/20/2004		\$4,700.00
HAMLIN, JAN M	11/23/2005	05/20/2004		\$5,000.00
HAMLIN, JAN M	11/22/2004	05/20/2004		\$5,000.00
JEFFERSON, MARTHA A	03/21/2003	05/20/2004		\$200.00
SANDERS, BUSBY R	02/10/2005	05/20/2004		\$750.00
SMITH, DREW A	02/26/2003	05/20/2004		\$200.00
THOMAS, CAROLYN A	03/06/2003	05/20/2004		\$400.00
Total Contributions				\$192,594.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$114,150 as a match for the establishment of Dr. Joseph B. Johnson - Kappa Alpha Psi/Gamma Psi Endowed Professorship.
3. The source of these funds is from Dr. Joseph B. Johnson - Kappa Alpha Psi/Gamma Psi Endowed Professorship.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 29th day of March,
2022

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#058040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
ANONYMOUS-CASH	04/21/2018	05/18/2004		\$580.00
BOARD OF REGENTS	06/24/2019	05/18/2004		\$20,000.00
BUDGET COMPUTER SALES & CONSULTING	08/21/2017	05/18/2004		\$49.47
BUDGET COMPUTER SALES & CONSULTING	09/20/2017	05/18/2004		\$99.24
BUDGET COMPUTER SALES & CONSULTING	09/19/2017	05/18/2004		\$49.47
COMPUKIDZ	09/19/2017	05/18/2004		\$99.24
E. BANKS SERVICES	10/24/2017	05/18/2004		\$99.24
FATHERHOOD	09/26/2017	05/18/2004		\$497.42
GRAMBLING STATE UNIVERSITY	06/30/2008	05/18/2004		\$3,258.00
GUNAA -- BAYOU CLASSIC SPECIAL ACCOUNT	09/11/2003	05/18/2004		\$4,000.00
HOME INSPECTION PROVIDERS, LLC	10/31/2017	05/18/2004		\$300.00
HOME INSPECTION PROVIDERS, LLC	08/27/2017	05/18/2004		\$497.42
INTERNATIONAL BUSINESS MACHINES	03/18/2003	05/18/2004		\$2,000.00
JB3 INVESTMENTS	09/05/2017	05/18/2004		\$46.00
KAPPA ALPHA PSI FRATERNITY, INC	03/03/2020	05/18/2004		\$12,813.35
LEX PROMOS, LLC	10/29/2017	05/18/2004		\$107.21
MERCK COMPANY FOUNDATION	04/04/2001	05/18/2004		\$50.00
STATE FARM INSURANCE COMPANY	11/02/2001	05/18/2004		\$100.00
SUNTRUST FOUNDATION	04/18/2018	05/18/2004		\$750.00
THE GODSEY LAW FIRM, P.C.	04/12/2018	05/18/2004		\$1,000.00
THE NEW YORK TIMES COMPANY	05/14/2002	05/18/2004		\$750.00
VERIZON FOUNDATION	03/23/2001	05/18/2004		\$4,200.00
VERIZON FOUNDATION	05/14/2002	05/18/2004		\$2,250.00
ZONE 28, LLC	10/31/2017	05/18/2004		\$300.00
ADAMS, TODD	04/21/2018	05/18/2004		\$20.00
ANDERSON, JASON	08/15/2017	05/18/2004		\$103.23
ANONYMOUS DONOR	10/25/2017	05/18/2004		\$1.33
BABINEAUX, DERWIN	09/28/2017	05/18/2004		\$96.80
BAILEY, JOHNNY	10/11/2017	05/18/2004		\$149.01
BAILEY, JOHNNY	04/21/2018	05/18/2004		\$50.00
BAILEY, MARIO D	10/11/2017	05/18/2004		\$46.00
BALDWIN, ZENELIUS	10/17/2017	05/18/2004		\$99.24
BANKS, ERIC	04/24/2018	05/18/2004		\$99.64



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BARBER, BERNARD	08/21/2017	05/18/2004		\$198.78
BARBER, BERNARD	10/20/2017	05/18/2004		\$497.42
BARBER, BERNARD	10/28/2017	05/18/2004		\$198.78
BEDFORD, DENISE H	10/21/2017	05/18/2004		\$298.34
BERNARD, ROBERT	09/29/2017	05/18/2004		\$99.24
BERRY, LEROY	08/22/2017	05/18/2004		\$49.47
BILLUPS, RODNEY	10/24/2017	05/18/2004		\$298.34
BLOW, CHARLES	12/31/2001	05/18/2004		\$500.00
BLOW, CHARLES	09/02/2017	05/18/2004		\$497.42
BLOW, CHARLES	10/28/2017	05/18/2004		\$298.34
BLOW, CHARLES	04/21/2018	05/18/2004		\$20.00
BOWMAN, KEITH	09/19/2017	05/18/2004		\$99.24
BREVITT, RITSTON	10/31/2017	05/18/2004		\$50.00
BREVITT, RITSTON	08/28/2017	05/18/2004		\$99.24
BREWER, DEEDRA	04/28/2018	05/18/2004		\$47.77
BROWN, DANIEL	10/05/2017	05/18/2004		\$497.42
BROWN, JOANN	10/26/2017	05/18/2004		\$298.34
BURTON, GRETA Y	04/21/2018	05/18/2004		\$100.00
CAIN, DAVID W	09/09/2017	05/18/2004		\$1,017.05
CAIN, DAVID W	10/26/2017	05/18/2004		\$475.53
CHAPITAL, KENNETH S	09/16/2017	05/18/2004		\$99.24
CHARLES, LARRY	10/24/2017	05/18/2004		\$198.48
CLARK, RICKEY	10/27/2017	05/18/2004		\$92.30
COLE, JOHN A	03/23/2000	05/18/2004		\$2,000.00
COLE, JOHN A	08/03/2001	05/18/2004		\$2,000.00
COLE, JOHN A	09/10/2017	05/18/2004		\$995.14
COLE, JOHN A	09/18/2017	05/18/2004		\$99.24
COLE, JOHN A	10/28/2017	05/18/2004		\$198.78
COLE, JOHN A	10/18/2017	05/18/2004		\$1,990.60
COLEMAN, F. L	08/27/2017	05/18/2004		\$49.47
COLLINS, KEVIN	10/21/2017	05/18/2004		\$99.24
CONER, ERROL	08/17/2017	05/18/2004		\$995.14
CONER, ERROL	10/24/2017	05/18/2004		\$397.58



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
CONER, ERROL	10/26/2017	05/18/2004		\$198.78
COWAN, KEVIN	09/27/2017	05/18/2004		\$99.24
CRAWFORD, MARK A	09/10/2017	05/18/2004		\$497.42
CRAWFORD, MARK A	10/28/2017	05/18/2004		\$347.81
CRAWFORD, WILLIAM	08/18/2017	05/18/2004		\$99.24
CRAWFORD, WILLIAMS	10/28/2017	05/18/2004		\$497.42
CRAWFORD, WILLIAMS	10/20/2017	05/18/2004		\$397.88
DANGERFIELD, JOHNNY	09/05/2017	05/18/2004		\$46.00
DARLING, CHARLES B	05/07/2018	05/18/2004		\$1,087.00
DAVIS, RODNEY	10/21/2017	05/18/2004		\$99.24
DAVIS, WILLIE D	09/18/2017	05/18/2004		\$397.88
DECKARD, DARREN	10/08/2017	05/18/2004		\$149.01
DENNIS, ALBERT R	09/25/2017	05/18/2004		\$49.47
DODDS, KEITH T	09/05/2017	05/18/2004		\$49.47
DOGGETT, CLAYTON	08/21/2017	05/18/2004		\$99.24
DOGGETT, CLAYTON	10/24/2017	05/18/2004		\$298.34
DOGGETT, CLAYTON	10/28/2017	05/18/2004		\$149.01
DOGGETT, CLAYTON	04/26/2018	05/18/2004		\$95.80
DOW, CARLA	04/21/2018	05/18/2004		\$50.00
DRAIN, KEVIN	04/21/2018	05/18/2004		\$30.00
DRUMGO, SHAWN	08/14/2017	05/18/2004		\$99.24
DUNMYER, JOHN	10/26/2017	05/18/2004		\$198.78
DUPLANTIER, ANDRE'	09/12/2017	05/18/2004		\$248.57
DUPLANTIER, ANDRE'	10/28/2017	05/18/2004		\$248.57
DUPLANTIER, JO-NAL	08/29/2017	05/18/2004		\$99.24
EARLES, MARVIN	09/06/2017	05/18/2004		\$99.24
EARLES, MARVIN	08/15/2017	05/18/2004		\$99.24
EARLES, MARVIN	10/20/2017	05/18/2004		\$348.11
EARLES, MARVIN	10/28/2017	05/18/2004		\$397.88
ELLIOTT, RENWICK	08/13/2017	05/18/2004		\$49.47
ELLIOTT, RENWICK	10/01/2017	05/18/2004		\$49.47
ENNIS, ROBERT T	10/31/2017	05/18/2004		\$50.00
ENSLEY, DONALD R	10/11/2017	05/18/2004		\$99.24



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
ENSLEY, JOHN W	09/05/2017	05/18/2004		\$49.47
ENSLEY, JOHN W	10/05/2017	05/18/2004		\$49.47
ENSLEY, MICHAEL	10/28/2017	05/18/2004		\$98.94
FEATHERSTONE, DARREN	08/08/2017	05/18/2004		\$99.24
FEATHERSTONE, DARREN	08/11/2017	05/18/2004		\$99.24
FEATHERSTONE, DARREN	09/26/2017	05/18/2004		\$49.47
FEATHERSTONE, DARREN	10/05/2017	05/18/2004		\$49.47
FEATHERSTONE, DARREN	10/26/2017	05/18/2004		\$198.78
FEATHERSTONE, DARREN	10/20/2017	05/18/2004		\$49.47
FEATHERSTONE, DARREN	10/17/2017	05/18/2004		\$49.47
FEATHERSTONE, DARREN	10/26/2017	05/18/2004		\$99.24
FORD, RONALD L	10/17/2017	05/18/2004		\$99.24
FOSTER, INGRIUL	04/05/2018	05/18/2004		\$95.80
FRANK, HILTON J	10/31/2017	05/18/2004		\$100.00
GALLIEN, CHRIS	08/17/2017	05/18/2004		\$49.47
GAVIN, DERWIN D	09/01/2017	05/18/2004		\$99.24
GOLLIDAY, GEORGE	09/01/2017	05/18/2004		\$462.70
GOLLIDAY, GEORGE	09/14/2017	05/18/2004		\$92.30
GOLLIDAY, GEORGE	10/28/2017	05/18/2004		\$497.42
GRIFFITH, PHILLIP	08/10/2017	05/18/2004		\$995.14
GRIFFITH, PHILLIP	08/04/2017	05/18/2004		\$49.47
GRIFFITH, PHILLIP	10/21/2017	05/18/2004		\$655.71
GRIFFITH, PHILLIP	10/28/2017	05/18/2004		\$995.14
GUIDRY, MICHAEL	08/08/2017	05/18/2004		\$110.20
GUIDRY, MICHAEL	10/26/2017	05/18/2004		\$248.57
HAIR, INDIAN	09/14/2017	05/18/2004		\$462.70
HALL, DONIELLE	04/21/2018	05/18/2004		\$25.00
HALL, STAFFORD	08/10/2017	05/18/2004		\$99.24
HAMILTON, LEROY	10/28/2017	05/18/2004		\$92.30
HAMILTON, TERRENCE	10/10/2017	05/18/2004		\$99.24
HAMMS, GAVIN R	10/08/2017	05/18/2004		\$19.61
HARRIS, VIRGIL A	09/19/2017	05/18/2004		\$49.47
HARRISON, DANA	09/16/2017	05/18/2004		\$298.02



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
HEARD, TORRY	08/30/2017	05/18/2004		\$99.24
HEARD, TORRY	09/15/2017	05/18/2004		\$99.24
HENDRICKS, SCOTTY J	09/12/2017	05/18/2004		\$99.24
HOLLOWAY, RAJEAN	08/30/2017	05/18/2004		\$99.24
HOLLOWAY, RAJEAN	04/21/2018	05/18/2004		\$50.00
HOWARD, PHILLIP	08/20/2017	05/18/2004		\$497.42
HOWARD, PHILLIP L	10/20/2017	05/18/2004		\$198.78
HUDSON, GREGORY D	09/05/2017	05/18/2004		\$49.47
HUNTER, MARK A	10/03/2017	05/18/2004		\$49.47
HURKS, BRYANT	10/20/2017	05/18/2004		\$49.47
HURKS, BRYANT	04/21/2018	05/18/2004		\$60.00
HYNSON, JULIUS E	10/23/2017	05/18/2004		\$49.47
JACKSON, DAMONE	10/25/2017	05/18/2004		\$497.42
JACKSON, DERRICK	08/27/2017	05/18/2004		\$99.24
JACKSON, JARVIS	10/08/2017	05/18/2004		\$99.24
JACKSON, JESSE	10/03/2017	05/18/2004		\$99.24
JACKSON, KEVIN	08/15/2017	05/18/2004		\$49.47
JACKSON, KEVIN	10/25/2017	05/18/2004		\$49.47
JAMES, DURWOOD L	10/22/2017	05/18/2004		\$99.24
JOHNSON, MARTIN	10/03/2017	05/18/2004		\$99.24
JOHNSON, VIRGIL K	10/24/2017	05/18/2004		\$99.24
JONES, BOBBY	08/31/2017	05/18/2004		\$149.01
JONES, DEAN	08/16/2017	05/18/2004		\$99.24
JONES, KOSCHINE L	09/14/2017	05/18/2004		\$99.24
JONES, WINFRED	09/07/2017	05/18/2004		\$99.24
JOUBERT, FLANOID	10/31/2017	05/18/2004		\$100.00
KEMP, JACQUIRE	04/21/2018	05/18/2004		\$20.00
LEMELLE, CHAD	09/26/2017	05/18/2004		\$49.47
LEWIS, BYRON D	10/07/2017	05/18/2004		\$995.14
LEWIS, BYRON D	10/26/2017	05/18/2004		\$99.24
LEWIS, ELLERY K	10/28/2017	05/18/2004		\$223.37
LINCOLN, KEOSHA	08/29/2017	05/18/2004		\$49.47
LINCOLN, KEOSHA	09/30/2017	05/18/2004		\$49.47



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
LOCKE, ROMONDO	10/24/2017	05/18/2004		\$99.24
LONG, FRANK	09/01/2017	05/18/2004		\$99.24
MACK, COREY	10/27/2017	05/18/2004		\$497.42
MALONE, JUSTIN L	09/27/2017	05/18/2004		\$49.47
MARSHALL, ALVIN L	04/28/2000	05/18/2004		\$50.00
MARTIN, CHERYL	09/12/2017	05/18/2004		\$49.47
MARTIN, EDDIE J	10/24/2017	05/18/2004		\$497.42
MARTIN, WENDELL	10/19/2017	05/18/2004		\$99.24
MCDUFFIE, BRYAN	10/28/2017	05/18/2004		\$49.47
MCGINITY, BRAIN	04/30/2018	05/18/2004		\$23.76
MCKINNEY, STANLEY	09/28/2017	05/18/2004		\$99.24
MELTON, EDGARTT J	09/06/2017	05/18/2004		\$99.24
MILLER, BRODERICK	01/09/2002	05/18/2004		\$100.00
MILLER, BRODERICK	10/31/2017	05/18/2004		\$50.00
MILLER, BRODERICK	08/08/2017	05/18/2004		\$995.14
MILLER, BRODERICK	08/18/2017	05/18/2004		\$99.24
MILLER, BRODERICK	10/28/2017	05/18/2004		\$696.52
MILLER, CONSWELLA	04/30/2018	05/18/2004		\$99.64
MILLER, GERALDINE	04/25/2018	05/18/2004		\$95.80
MILLER, LEKECIA	10/26/2017	05/18/2004		\$462.70
MILTON, CHARLEY	10/31/2017	05/18/2004		\$100.00
MORRISON, ROBERT	11/16/2017	05/18/2004		\$100.00
PAGE, MARLON	10/31/2017	05/18/2004		\$250.00
PATTERSON, TIMOTHY	10/08/2017	05/18/2004		\$497.42
PERKINS, NIKITA F	04/21/2018	05/18/2004		\$40.00
PETERSON, DAVID	10/28/2017	05/18/2004		\$99.24
PHILLIPS, CARLOS	09/19/2017	05/18/2004		\$46.00
PHILLIPS, CARLOS	10/24/2017	05/18/2004		\$46.00
PLAINS, DARALYN	04/21/2018	05/18/2004		\$100.00
POGUE, JAMES	09/12/2017	05/18/2004		\$108.21
POWELL, DARRYL	10/14/2017	05/18/2004		\$248.57
POWELL, DARRYL	10/18/2017	05/18/2004		\$248.57
PRIESTLEY, CYNTHIA	12/31/2001	05/18/2004		\$2,000.00



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
PRIESTLEY, CYNTHIA	03/24/2000	05/18/2004		\$2,000.00
PRIESTLY, CASSIUS	01/30/2004	05/18/2004		\$200.00
PRIESTLY, CASSIUS	09/01/2017	05/18/2004		\$497.42
PRIESTLY, CASSIUS	10/28/2017	05/18/2004		\$248.57
PRIESTLY, D'WAYNE	11/03/2000	05/18/2004		\$3,200.00
PRIESTLY, D'WAYNE	05/19/2000	05/18/2004		\$2,000.00
PRIESTLY, D'WAYNE	10/31/2017	05/18/2004		\$400.00
PRIESTLY, D'WAYNE	08/29/2017	05/18/2004		\$92.30
PRIESTLY, D'WAYNE	04/21/2018	05/18/2004		\$300.00
PYLES, JOHN	09/26/2017	05/18/2004		\$99.24
PYLES, JOHN	10/24/2017	05/18/2004		\$99.24
RAHAMAN, JOSE'	10/03/2017	05/18/2004		\$99.24
RAINE, SYDNEY G	09/07/2017	05/18/2004		\$99.24
RAINEY, OSCAR	10/10/2017	05/18/2004		\$497.42
RANDALL, DWAYNE	10/14/2017	05/18/2004		\$49.47
RATCLIFF, ROSELYN	04/21/2018	05/18/2004		\$50.00
RAYFORD, EDGAR L	09/18/2017	05/18/2004		\$49.47
RAYFORD, EDGAR L	09/19/2017	05/18/2004		\$49.47
RHODES, KEITH	04/21/2018	05/18/2004		\$250.00
ROBINSON, CHRISTOPHER H	11/16/2017	05/18/2004		\$100.00
ROBINSON, SHAWN H	08/27/2017	05/18/2004		\$99.24
ROBINSON, SHAWN H	10/05/2017	05/18/2004		\$73.48
ROBINSON, SHERRY	04/25/2018	05/18/2004		\$499.21
SANDERS, JACQUES	10/31/2017	05/18/2004		\$50.00
SANDERS, KAROL	10/31/2017	05/18/2004		\$600.00
SERRAILE, ANDRE' J	08/08/2017	05/18/2004		\$49.47
SIMPKINS, MICHAEL	10/13/2017	05/18/2004		\$99.24
SMALLS, ARTHUR	10/31/2017	05/18/2004		\$100.00
SMITH, BRAD	10/27/2017	05/18/2004		\$99.24
SMITH, CHARLES	03/31/2017	05/18/2004		\$50.00
SMITH, CURTISS	09/06/2017	05/18/2004		\$99.24
SMITH, DELYLE A	09/07/2017	05/18/2004		\$99.24
SMITH, DELYLE A	10/25/2017	05/18/2004		\$370.10



Endowment Contributions

370012 - Dr. Joseph B. Johnson-Kappa Alpha Psi/Gamma Psi Endowed Professorship

Donor Name	Gift Date	Start Date	End Date	Contributions
SMITH, PERCY L	10/31/2017	05/18/2004		\$500.00
STYLES, JAMES H	08/29/2001	05/18/2004		\$75.00
THOMAS, FRED J	10/31/2017	05/18/2004		\$50.00
THOMPSON, DERRICK L	10/18/2017	05/18/2004		\$696.52
TOWNSEND, JAMES M	10/14/2017	05/18/2004		\$99.24
TUCK, KEITH	10/18/2017	05/18/2004		\$74.36
TURNER, EVERETTE D	09/13/2017	05/18/2004		\$298.34
TURNER, RENEE	04/21/2018	05/18/2004		\$40.00
VELU, VIJAY	10/21/2017	05/18/2004		\$92.30
VINSON, FREDDIE	08/21/2001	05/18/2004		\$100.00
VINSON, FREDDIE	08/30/2017	05/18/2004		\$462.70
WAGNER, MARY	04/21/2018	05/18/2004		\$30.00
WALKER, DUNKIN	10/06/2017	05/18/2004		\$497.42
WALKER, FREDDIE	09/27/2017	05/18/2004		\$49.47
WASHINGTON, BOOKER T	10/28/2017	05/18/2004		\$497.42
WASHINGTON, BOOKER T	10/18/2017	05/18/2004		\$497.42
WASHINGTON, DEREK D	10/07/2017	05/18/2004		\$497.42
WHEELER, ROGERS L	09/28/2017	05/18/2004		\$48.25
WILBORN, JOHN L	09/28/2017	05/18/2004		\$149.01
WILLIAMS, ALFRED	09/19/2017	05/18/2004		\$49.47
WILLIAMS, EDWARD	10/24/2017	05/18/2004		\$298.34
WILLIAMS, EDWARD L	08/28/2017	05/18/2004		\$198.78
WILLIAMS, JONATHAN	08/30/2017	05/18/2004		\$184.90
WILLIAMS, MARJAP	04/21/2018	05/18/2004		\$20.00
WILLIAMS, RITA	04/21/2018	05/18/2004		\$4.00
WILLIAMS, TERRY	09/25/2017	05/18/2004		\$99.24
WILLIS, DERRICK E	08/13/2017	05/18/2004		\$119.15
WILLS, DARIN	10/01/2017	05/18/2004		\$49.47
ZEIGLER, JAMES	08/17/2017	05/18/2004		\$49.47
Total Contributions				\$114,150.00

AFFIDAVIT

The State of Louisiana)
) S.S.
Parish of Lincoln)

I, Bruce Rushing, of Ruston, in Lincoln, Louisiana, MAKE OATH AND SAY THAT:

1. Origin Bank is a financial institution licensed to do and doing business in the State of Louisiana.
2. Grambling University Foundation currently has on deposit with Origin Bank, the sum of \$160,000 as a match for the establishment of Clayton A. Wiley and Viola E. Wiley Endowed Professorship for the Department of Engineering Technology in the College of Arts and Sciences.
3. The source of these funds is from Clayton A. Wiley and Viola E. Wiley Endowed Professorship for the Department of Engineering Technology in the College of Arts and Sciences.

STATE OF LOUISIANA

PARISH OF LINCOLN

SUBSCRIBED AND SWORN TO BEFORE
ME,

on the 29th day of March,
2022

Signature
(Seal)

NOTARY PUBLIC

My Commission expires:

Elizabeth K. Johnson
#056040
Notary Public, Lincoln Parish, Louisiana
My Commission is for Life

Bruce Rushing

(Signature)

Bruce Rushing

Vice President

(Official Title)

Origin Bank

(Official Organization)



Endowment Contributions

BG0138 - GUF-Clayton A. & Viola E. Wiley End Prof for Dept. of Eng.

<u>Donor Name</u>	<u>Gift Date</u>	<u>Start Date</u>	<u>End Date</u>	<u>Contributions</u>
BOARD OF REGENTS	05/19/2011	03/10/2010		\$40,000.00
BRIGGS FIELD SERVICES, INC.	03/10/2010	03/10/2010		\$60,000.00
GSU MATCHING GRANT PROGRAM	03/11/2011	03/10/2010		\$60,000.00
Total Contributions				\$160,000.00

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

FINANCE COMMITTEE

April 21, 2022

Item I.2. **Nicholls State University's** request for approval for the execution of supplemental leases between the Board, on behalf of the University, and NSU Facilities Corporation, in connection with the refunding or remarketing of all or a portion of the University's outstanding Series 2007B Bonds.

EXECUTIVE SUMMARY

In 2007, the University, through NSU Facilities Corporation, financed the cost of acquiring, demolishing, renovating, developing, and constructing student housing facilities and other campus improvements, including but not limited to parking improvements on the campus of the University. The project was financed through the issuance of two series of revenue bonds by the Louisiana Community Development Authority (LCDA) in 2007. The Series 2007A Bonds were issued with a fixed interest rate and the Series 2007B Bonds were issued with a variable interest rate. The Series 2007A Bonds were refinanced in 2017 through the issuance of fixed rate refunding bonds by the LCDA and the Series 2007B Bonds were simultaneously restructured and continue to bear interest at a variable rate.

The University, through NSU Facilities Corporation, proposes to use proceeds of tax-exempt refunding bonds issued through the LCDA and other available funds to refund all or a portion of the Series 2007B Bonds and to pay a swap termination payment associated therewith. In connection with the restructuring and refunding of the Series 2007B Bonds, the University is expecting the leases relating to the Series 2007B Bonds to be supplemented and amended to refer to the terms of the refunding bonds and the new terms for any Series 2007B Bonds that remain outstanding. The total principal amount of the refunding bonds is expected to be approximately \$42,500,000 which, together with other available funds, will be sufficient to pay the costs associated with retiring or restructuring the Series 2007B Bonds, paying a termination payment on all or a portion of the swap and the costs of issuance of the refunding bonds. The net interest cost of the refunding bonds is expected to be a fixed rate of approximately 3.75%.

Annual debt service for the proposed refunding bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to the Corporation which will be derived from the rents collected by the University from the student housing facilities. The Board and University have not and will not pledge its full faith and credit or State appropriated funds to make any debt service payments on the Bonds.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of the form and authorization to execute a Second Supplemental Ground and Buildings Lease Agreement and a Second Supplemental Agreement to Lease with Option to Purchase, each between the Board, acting on behalf of the University, and NSU Facilities Corporation, to refund and restructure the Series 2007B Bonds described herein.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff and legal counsel to the Board, 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 System, and his or her designee, and the President of Nicholls State University, and his or her designee, are hereby authorized and directed to execute the leases described herein and any and all documents necessary in connection with the issuance of the bonds described herein.

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



Nicholls State University

Office of the President

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

I.2.

March 30, 2022

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the April 21, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

Refinance Nicholls State University Series 2007B Housing Bond.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

JC/apf

Enclosures

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

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by _____:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT AND A SECOND SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE CAMPUS OF NICHOLLS STATE UNIVERSITY TO NSU FACILITIES CORPORATION IN CONNECTION WITH THE REFUNDING OR RESTRUCTURING OF THE SERIES 2007B BONDS ISSUED BY THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE FINANCING OF CERTAIN STUDENT HOUSING FACILITIES AND OTHER CAMPUS IMPROVEMENTS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “*Board*”) has, pursuant to La. R.S. 17:3361 through 17:3365 (the “*Act*”), and other constitutional and statutory authority supplemental thereto, leased a portion of the campus of Nicholls State University (the “*University*”) to NSU Facilities Corporation (the “*Corporation*”) in order to enable the Corporation to finance the cost of acquiring certain existing housing facilities, demolishing certain existing facilities and renovating, developing and constructing student housing facilities, related facilities and other campus improvements, including but not limited to parking improvements on the campus of the University (the “*Facilities*”);

WHEREAS, the Corporation, through the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Authority*”) has financed the design, development, equipping, renovation, reconstruction and/or construction of the Facilities using the proceeds of the Authority’s \$17,680,000 Tax-Exempt Fixed Rate Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007A (the “*Series 2007A Bonds*”) and the Authority’s \$32,380,000 Tax-Exempt Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007B (the “*Series 2007B Bonds*” and, together with the Series 2007A Bonds, the “*Series 2007 Bonds*”);

WHEREAS, in connection therewith, the Board has authorized and entered into a Ground and Buildings Lease Agreement dated as of August 1, 2007, as amended by that certain First Amendment to Ground and Buildings Lease Agreement dated as of February 25, 2008, as further amended by that certain Second Amendment to Ground and Buildings Lease Agreement dated as of October 1, 2009 (collectively, the “*Original Ground Lease*”), pursuant to which the Board leased certain property (the “*Property*”) to the Corporation;

WHEREAS, the completed Facilities were leased back to the Board pursuant to that certain Agreement to Lease with Option to Purchase dated as of August 1, 2007, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of February 25, 2008, as further amended by a Second Amendment to Agreement to Lease with Option to Purchase dated as of October 1, 2009 (collectively, the “*Original Facilities Lease*”);

WHEREAS, on December 8, 2017, the Series 2007A Bonds were refinanced through the Authority by the issuance of its \$10,605,000 Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2017 (the “*Series 2017 Bonds*”) and the Series 2007B Bonds were simultaneously restructured in connection therewith;

WHEREAS, in connection with the issuance of the Series 2017 Bonds, the Board and the Corporation executed a First Supplemental Ground and Buildings Lease Agreement dated as of December 1, 2017 (the “*First Supplemental Ground Lease*”) and, together with the Original Ground Lease, the “*Existing Ground Lease*”) and a First Supplemental Agreement to Lease with Option to Purchase dated as of December 1, 2017 (the “*First Supplemental Facilities Lease*”) and, together with the Original Facilities Lease, the “*Existing Facilities Lease*”);

WHEREAS, the University and the Corporation have determined that an opportunity exists to refund or restructure all or a portion of the Series 2007B Bonds to eliminate or reduce variable interest rate exposure and the Authority has authorized the issuance of its not to exceed \$42,500,000 Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project), in one or more series, taxable or tax-exempt (the “*Refunding Bonds*”) on behalf of the Corporation in order to, together with other available funds, refund or restructure all or a portion of the Series 2007B Bonds, to pay all or a portion of a termination payment for the interest rate swap associated with the Series 2007B Bonds and to pay the costs of issuance of the Refunding Bonds;

WHEREAS, in connection with the issuance of the Refunding Bonds, it is necessary to supplement and amend the Existing Ground Lease and the Existing Facilities Lease in order to incorporate references to the Refunding Bonds or provisions relating to the restructured Series 2007B Bonds; and

WHEREAS, the Board now desires to authorize the execution of a Second Supplemental Ground and Buildings Lease Agreement and a Second Supplemental Agreement to Lease with Option to Purchase, each between the Board and the Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System, as follows:

SECTION 1. The Second Supplemental Ground and Buildings Lease Agreement between the Board and the Corporation (the “*Second Supplemental Ground Lease*”) and the Second Supplemental Agreement Lease with Option to Purchase between the Corporation and the Board (the “*Second Supplemental Facilities Lease*”), are hereby approved in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, subject to such changes as may be approved by Bond Counsel and Counsel to the Board.

SECTION 2. The Chairman, Vice Chairman and Secretary of the Board, the System President and the President of the University, or his or her designee, shall be authorized to execute the Second Supplemental Ground Lease and the Second Supplemental Facilities Lease on behalf of the Board, including any certificates, documents or other items necessary in connection with the issuance of the Refunding Bonds, or the restructuring of the Series 2007B Bonds, and in connection with the implementation of this Resolution.

SECTION 3. This Resolution shall take effect immediately.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 21st day of April, 2022.

(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Certified to be a true copy:

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the “*Board*”), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on April 21, 2022 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT AND A SECOND SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE CAMPUS OF NICHOLLS STATE UNIVERSITY TO NSU FACILITIES CORPORATION IN CONNECTION WITH THE REFUNDING OR RESTRUCTURING OF THE SERIES 2007B BONDS ISSUED BY THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE FINANCING OF CERTAIN STUDENT HOUSING FACILITIES AND OTHER CAMPUS IMPROVEMENTS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the ____ day of _____, 2022.

Name: Carol Slaght
Title: Assistant to the Board

[SEAL]

EXHIBIT A

SECOND SUPPLEMENTAL
GROUND AND BUILDINGS LEASE AGREEMENT

EXHIBIT B

SECOND SUPPLEMENTAL
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

SECOND SUPPLEMENTAL
GROUND AND BUILDINGS LEASE AGREEMENT

by and between

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM,
ON BEHALF OF NICHOLLS STATE UNIVERSITY,
as Lessor

and

NSU FACILITIES CORPORATION,
as Lessee

Dated as of _____ 1, 2022

in connection with:

\$10,605,000

Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Refunding Bonds
(Nicholls State University Student Housing/
NSU Facilities Corporation Project)
Series 2017

\$_____

Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Refunding Bonds
(Nicholls State University Student Housing/
NSU Facilities Corporation Project)
Series 2022

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EXHIBIT B – PERMITTED ENCUMBRANCES

EXHIBIT C – MEMORANDUM OF SECOND SUPPLEMENTAL GROUND LEASE

SECOND SUPPLEMENTAL
GROUND AND BUILDINGS LEASE AGREEMENT

This SECOND SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT (this “*Second Supplemental Ground Lease*”) dated as of _____ 1, 2022, is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “*Board*” or “*Lessor*”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of Nicholls State University (the “*University*”), which Board is represented herein by Dr. John Clune, Jr., President of the University, duly authorized, and NSU FACILITIES CORPORATION, a Louisiana nonprofit corporation represented herein by Joseph P. Kolwe, its Chairman, (the “*Corporation*” or “*Lessee*”) and supplements and amends that certain Ground and Buildings Lease Agreement dated as of August 1, 2007, as amended by that certain First Amendment to Ground and Buildings Lease Agreement dated as of February 25, 2008, as further amended by that certain Second Amendment to Ground and Buildings Lease Agreement dated as of October 1, 2009, as further supplemented and amended by that certain First Supplemental Ground and Buildings Lease Agreement dated as of December 1, 2017 (collectively, the “*Series 2007 Ground Lease*” and, together with this Second Supplemental Ground Lease, the “*Ground Lease*”), each by and between the Board and 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 is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Corporation is a private nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 *et seq.*), and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose purpose is to support and benefit the educational, scientific, research and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University (the “*Campus*”);

WHEREAS, in order to further these functions of the Board, by development of housing and related facilities for students, faculty and staff on the Campus, pursuant to the Series 2007 Ground Lease, the Board has leased a portion of the Campus to the Corporation for the purpose of creating a unified University housing system, acquiring certain existing housing facilities, demolishing certain existing facilities and renovating, developing and constructing student housing facilities, related facilities and other campus improvements, including but not limited to parking improvements and a convenience store and leasing such facilities back to the Board (the “*Facilities*”);

WHEREAS, the Corporation has constructed the Facilities and has leased the Facilities back to the Board pursuant to an Agreement to Lease with Option to Purchase dated as of August 1, 2007, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of February 25, 2008, as further amended by a Second Amendment to Agreement to Lease with Option to Purchase dated as of October 1, 2009, as further supplemented and amended by a First Supplemental Agreement to Lease with Option to Purchase dated as of December 1, 2017 (collectively, the “*Series 2007 Facilities Lease*”), each between the Corporation and the Board, for use by students, faculty and staff of the University and such other persons as set forth in the Series 2007 Facilities Lease;

WHEREAS, the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Issuer*”) issued its \$17,680,000 Fixed Rate Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007A (the “*Series 2007A Bonds*”) and its \$32,380,000 Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007B (the “*Series 2007B Bonds*” and, together with the Series 2007A Bonds, the “*Series 2007 Bonds*”) and the proceeds thereof were loaned to the Corporation pursuant to a Loan Agreement dated as of August 1, 2007 between the Issuer and the Corporation (the “*Series 2007 Agreement*”) to finance the Facilities;

WHEREAS, on December 8, 2017, the Issuer issued its \$10,605,000 Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2017 (the “*Series 2017 Bonds*”) to currently refund all of the outstanding Series 2007A Bonds and such Series 2017 Bonds were purchased by Regions Capital Advantage, Inc. (the “*Series 2017 Purchaser*”);

WHEREAS, simultaneously with the issuance of the Series 2017 Bonds, the Series 2007B Bonds were restructured and were also purchased by the Series 2017 Purchaser;

WHEREAS, an opportunity exists to refund the Series 2007B Bonds for interest rate savings and the Board and the Corporation desire to supplement and amend the Series 2007 Ground Lease and the Series 2007 Facilities Lease in connection with the issuance by the Issuer of its \$_____ Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2022 (the “*Series 2022 Bonds*”) for the purpose of (i) currently refunding the Series 2007B Bonds, (ii) paying a swap termination payment and (ii) paying the costs of issuance of the Series 2022 Bonds;

WHEREAS, Section 18.15 of the Series 2007 Ground Lease and Section 8.04 of the Series 2007 Agreement provide that, with the prior written consent of the Series 2007B Bond Insurer (as hereinafter defined) and the owners of not less than a majority in aggregate principal amount of the Series 2007B Bonds and the Series 2017 Bonds then outstanding, the Series 2007 Ground Lease may be supplemented and amended; and

WHEREAS, the written consent of the Series 2007B Bond Insurer and the owners of a majority in aggregate principal amount of the Series 2007B Bonds and the Series 2017 Bonds has been obtained, and the Board and the Corporation now desire to supplement and amend the Series 2007 Ground Lease by execution of this Second Supplemental Ground Lease to provide for the issuance of the Series 2022 Bonds.

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

ARTICLE I LEASE OF PROPERTY - TERMS OF GROUND LEASE

Section 1.01 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the “*Land*”) more particularly described on Exhibit A attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land and the right of uninterrupted access to, from and across all streets, roads and other property now or hereafter owned by the University for vehicular and pedestrian ingress and egress from the Land to public streets or roads. Notwithstanding Article VIII of the Loan Agreement, the Board shall have the right to release from this Second Supplemental Ground Lease any portion of the Land in the event that no portion of the Facilities is thereafter constructed thereon. Additionally, notwithstanding Article VIII of the Loan Agreement, the

Board shall have the right to release from this Second Supplemental Ground Lease after demolition has been completed, any portion of the Land designated as Tract C in Exhibit A attached hereto upon which existing facilities were demolished, if no portion of the Facilities is thereafter constructed thereon. The Corporation, by execution of this Second Supplemental Ground Lease, accepts the leasehold estate herein demised subject only to the matters described on Exhibit B attached hereto.

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

Section 1.03 Term. Unless sooner terminated as herein provided, this Second Supplemental Ground Lease shall continue and remain in full force and effect for a term commencing on the effective date hereof and ending on the earlier of (i) August 1, 2049, or (ii) the date on which any of the following events occur: (a) repayment of the Bonds in full, including principal, premium, if any, interest and all Administrative Expenses and other payments relating to the Bonds or the defeasance of the Bonds, all as set forth in the Indenture, or (b) the exercise by the Board of the Option to Purchase and the purchase of the Corporation's interest in the Facilities pursuant to the Option.

ARTICLE II DEFINITIONS; CONFIRMATION OF SERIES 2007 GROUND LEASE

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

“Additional Bonds” means bonds, if any, issued in one or more series on a parity with the Series 2017 Bonds and the Series 2022 Bonds pursuant to Article V of the Series 2007 Indenture.

“Additional Facilities” shall have the meaning as set forth in the Series 2007 Ground Lease.

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

“Agreement” means the Series 2007 Agreement, as supplemented and amended by the First Supplemental Agreement, as further supplemented and amended by the Second Supplemental Agreement, including any additional amendments and supplements thereof and thereto as permitted thereunder.

“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 Second Supplemental Ground Lease.

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

“Board” means Board of Supervisors for the University of Louisiana System or its legal successor as the management board of the University, acting on behalf of the University.

“*Board Representative*” means the Person or Persons designated by the Board in writing to serve as the Board’s representative(s) in exercising the Board’s rights and performing the Board’s obligations under this Second Supplemental Ground Lease; the Board Representative shall be the President of the University, or his or her designee, the President of the Board, or his or her designee, the Vice President for Business and Finance of the Board, or his or her designee, or any other representative designated by resolution of the Board, of whom the Issuer and the Trustee have been notified in writing.

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

“*Bond Documents*” shall have the meaning set forth in Section 3.12 of the Second Supplemental Indenture.

“*Bonds*” shall mean the Series 2017 Bonds, the Series 2022 Bonds and any Additional Bonds.

“*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, or Baton Rouge, Louisiana and the State of Maryland are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“*Campus*” means the campus of the University.

“*Commencement Date*” means the effective date of this Second Supplemental Ground Lease, which is _____, 2022.

“*Corporation*” means NSU Facilities Corporation, a nonprofit corporation exempt from federal income tax under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, organized and existing under the laws of the State for the benefit of the University, and also includes every successor corporation and transferee of the Corporation until payment or provision for the payment of all of the Bonds.

“*Demolition*” means, collectively the demolition of Meade Hall, Millet Hall, Long Hall, Zeringue Hall and the University Police Building.

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

“*Existing Facilities*” shall have the meaning as set forth in the Series 2007 Ground Lease.

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

“*Facilities*” means the Existing Facilities and Additional Facilities described in Exhibit D to the Series 2007 Ground Lease, as amended and supplemented in accordance with the provisions of the Agreement, which were acquired, renovated and/or constructed with the proceeds of the Series 2007 Bonds.

“*Facilities Lease*” means the Series 2007 Facilities Lease, as supplemented and amended by the First Supplemental Facilities Lease, as further supplemented and amended by the Second Supplemental Facilities Lease, as it may be amended or supplemented from time to time in accordance with the provisions thereof.

“*First Supplemental Agreement*” means that certain First Supplemental Loan Agreement dated as of December 1, 2017 by and between the Issuer and the Corporation.

“*First Supplemental Facilities Lease*” means that certain First Supplemental Agreement to Lease with Option to Purchase dated as of December 1, 2017 by and between the Corporation and the Board.

“*First Supplemental Ground Lease*” means the First Supplemental Ground and Buildings Lease Agreement dated as of December 1, 2017 by and between the Board and the Corporation.

“*First Supplemental Indenture*” means that certain First Supplemental Trust Indenture dated as of December 1, 2010 by and between the Issuer and the Prior Trustee.

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

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

“*Ground Lease*” means the Series 2007 Ground Lease, as supplemented and amended by the First Supplemental Ground Lease, as further supplemented and amended by this Second Supplemental Ground Lease, as it may be amended or supplemented from time to time in accordance with the provisions hereof.

“*Indenture*” means the Series 2007 Indenture, as supplemented and amended by the Second Supplemental Indenture, as further supplemented and amended by the Third Supplemental Indenture, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions thereof.

“*Issuer*” means the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Issuer by said provisions shall be given by law.

“*Land*” means the real property more particularly described on Exhibit A attached hereto upon which the Facilities are currently located, the Demolition occurred and the Additional Facilities were constructed and are located.

“*Mortgage*” means the Act of Mortgage, Assignment of Leases and Security Agreement dated August 23, 2007, as amended by a First Amendment to Act of Mortgage, Assignment of Leases and Security Agreement dated February 25, 2008, as further amended by a Second Amendment to Act of Mortgage, Assignment of Leases and Security Agreement dated October 1, 2009, each by the Corporation in favor of the Prior Trustee and assigned to the Trustee by Notarial Assignment effective December 8, 2017, mortgaging the Corporation’s leasehold interest in and to the Land and the Facilities.”

“*Permitted Sublessees*” means persons other than University students, faculty and staff who are participants in any activities related to the mission of the University and who are using the Facilities for a period of one (1) month or less pursuant to a concession or other housing arrangement with the University; provided, however, that with respect to the portion of the Additional Facilities that comprises the convenience store, it shall mean Sodexo Operations, L.L.C.

“*Permitted Use*” means the operation of the Facilities for University students, faculty, staff and Permitted Sublessees and for purposes related to or associated with the foregoing.

“*Person*” means all juridical persons, whether corporate or natural, including individuals, firms, trusts, corporations, associations, joint ventures, partnerships, and limited liability companies or partnerships.

“*Prior Trustee*” means The Bank of New York Mellon Trust Company, N.A.

“*Project*” means collectively, the renovation of the Existing Facilities, the Demolition and the design, development and construction of the Additional Facilities.

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

“*Second Supplemental Agreement*” means that certain Second Supplemental Loan Agreement dated as of _____ 1, 2022 by and between the Issuer and the Corporation.

“*Second Supplemental Facilities Lease*” means that certain Second Supplemental Agreement to Lease with Option to Purchase dated as of _____ 1, 2022 by and between the Corporation and the Board.

“*Second Supplemental Ground Lease*” means this Second Supplemental Ground and Buildings Lease Agreement dated as of _____ 1, 2022 by and between the Board and the Corporation.

“*Second Supplemental Indenture*” means that certain Second Supplemental Trust Indenture dated as of December 1, 2017 by and between the Issuer and the Trustee.

“*Series 2007 Agreement*” means that certain Loan Agreement dated as of August 1, 2007 between the Issuer and the Corporation.

“*Series 2007 Bonds*” means, collectively, the Series 2007A Bonds and the Series 2007B Bonds.

“*Series 2007 Facilities Lease*” means the Agreement to Lease with Option to Purchase dated as of August 1, 2007, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of February 25, 2008, as further amended by a Second Amendment to Agreement to Lease with Option to Purchase dated as of October 1, 2009, each between the Corporation and the Board.

“*Series 2007 Ground Lease*” means the Ground and Buildings Lease Agreement dated as of August 1, 2007, as amended by that certain First Amendment to Ground and Buildings Lease Agreement dated as of February 25, 2008, as further amended by that certain Second Amendment to Ground and Buildings Lease Agreement dated as of October 1, 2009, each by and between the Board and the Corporation.

“*Series 2007 Indenture*” means that certain Trust Indenture dated as of August 1, 2007, as supplemented and amended by the First Supplemental Indenture, each by and between the Issuer and the Prior Trustee.

“*Series 2007A Bonds*” means the \$17,680,000 Louisiana Local Government Environmental Facilities and Community Development Authority Fixed Rate Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007A.

“*Series 2007B Bond Insurer*” shall mean Assured Guaranty Corp., or any successor thereto.

“*Series 2007B Bonds*” means the \$32,380,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007B.

“*Series 2017 Bonds*” means the \$10,605,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2017.

“*Series 2022 Bonds*” means the \$_____ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2022.

“*State*” means the State of Louisiana.

“*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 lease as set forth in Section 1.03 hereof.

“*Third Supplemental Indenture*” means that certain Third Supplemental Trust Indenture dated as of _____ 1, 2022 by and between the Issuer and the Trustee.

“*Trustee*” means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of the Indenture, initially, Regions Bank.

“*University*” means Nicholls State University in Thibodaux, Louisiana.

Section 2.01 Confirmation of Series 2007 Ground Lease. As supplemented and amended by this Second Supplemental Ground Lease, the Series 2007 Ground Lease is, in all respects, ratified and confirmed and continues in full force and effect, and the Series 2007 Ground Lease, as supplemented and amended by this Second Supplemental Ground Lease, shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements set forth in the Series 2007 Ground Lease, as supplemented and amended by this Second Supplemental Ground Lease, shall apply and remain in full force and effect with respect to this Second Supplemental Ground Lease, the Bonds and the other Bond Documents.

ARTICLE III
RENT

Section 3.01 Rent. Commencing on the Commencement Date and continuing throughout the Term the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board may designate from time to time in writing, as annual rent for the Land (the “*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 Second Supplemental Ground Lease by the Board, the Corporation agrees to execute and perform its obligations under the Facilities Lease and all other documents contemplated by and ancillary to this Second Supplemental Ground Lease and the Facilities Lease. Title to all improvements constructed or placed in service on the Land by the Corporation shall vest in the Board and the cost thereof incurred by the Corporation shall constitute additional rent hereunder.

ARTICLE IV
USE OF LAND

Section 4.01 Purpose of Lease. The Corporation enters into this Second Supplemental Ground Lease for the purpose of refinancing the Facilities and leasing the Land and Facilities to the Board in accordance with the Facilities Lease. Except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.02 Benefit of the Board and the University. The Board shall own the Facilities subject to the Corporation’s rights under this Second Supplemental Ground Lease and, for so long as the Facilities Lease remains in full force and effect, the Board shall lease back the Facilities from the Corporation for the support, maintenance and benefit of the Board and the University. The Facilities shall be owned and leased solely for a public purpose related to the performance of the duties and functions of the Board and the University. Under no circumstances shall the Facilities be used for any purpose other than the Permitted Use.

Section 4.03 Data and Voice Communication Systems. The Board, at its expense, agrees to provide to the Facilities appropriate cabling to tie its computer system into the Facilities. The Board shall provide the Facilities access to its computer system at no charge to the Corporation.

Section 4.04 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 Second Supplemental 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 Second Supplemental Ground Lease or specifically referenced in this Second Supplemental Ground Lease;

(b) the waiver by written consent of the Board’s right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Second Supplemental Ground Lease; and

(c) the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Second Supplemental Ground Lease.

ARTICLE V
RESERVED

ARTICLE VI
ENCUMBRANCES

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

ARTICLE VII
MAINTENANCE AND REPAIR

Section 7.01 Maintenance, Repairs and Renovations.

(a) For as long as the Facilities Lease is in effect, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities in accordance with Section 7 of the Facilities Lease.

(b) In the event that the Facilities Lease has been terminated, the Corporation will: (1) maintain or cause to be maintained the Facilities, and will keep the Facilities in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; and (2) make from time to time any additions, modifications or improvements to the Facilities the Corporation may deem desirable for its business purposes that do not materially impair the effective use of the Facilities, provided that all such additions, modifications and improvements will become a part of the Facilities.

ARTICLE VIII
CERTAIN LIENS PROHIBITED

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

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation

should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Second Supplemental Ground Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of ten percent (10%) per annum.

Section 8.03 Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 18.04 of this Second Supplemental Ground Lease shall state that any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

ARTICLE IX OPERATION AND MANAGEMENT OF FACILITIES

Section 9.01 Management of Facilities. For as long as the Facilities Lease is in effect, the University, at the direction of the Board, shall operate and manage the Facilities or cause the Facilities to be operated and managed in accordance with the Section 7 of the Facilities Lease. In the event the Facilities Lease is terminated, the Corporation will be responsible for the operations and management of the Facilities and the Board will no longer have the right to operate or manage the Facilities.

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

Section 9.03 Audits. 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 X INDEMNIFICATION

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's demolition, renovation and/or construction of the Project. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator

responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.02 Contributory Acts. Whenever in this Second Supplemental 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.

ARTICLE XI 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 Second Supplemental 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 Second Supplemental 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 (other than a foreclosure of the Mortgage) 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 Second Supplemental Ground Lease, other than the covenant set forth in Section 5.01(e) hereof, and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(d) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(e) The commencement by the Corporation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.

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

Section 11.03 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Second Supplemental Ground Lease to the contrary, except as set forth in Section 1.03 hereof, the Board shall not have the right to terminate this lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land and the Facilities, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right, upon ninety (90) days' written notice and opportunity to cure provided to the Trustee, to take possession of the Land and the Facilities and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of the Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to release its leasehold interest and all of its rights under this Second Supplemental Ground Lease and the Facilities Lease to the new lessee of the Land (or to the Board, if the Board wishes to remain in possession on its own behalf) in consideration for the new lessee (or the Board, as applicable) agreeing to assume all of the Corporation's obligations under the Ground Lease, the Facilities Lease and under any debt incurred by the Corporation in connection with the construction of the Facilities.

Section 11.04 Rights of the Board Cumulative. All rights and remedies of the Board provided for and permitted in this Second Supplemental 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 Second Supplemental 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 Second Supplemental 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 XII TITLE TO THE FACILITIES

Section 12.01 Title to Facilities. Title to the Facilities shall be vested in the Board. The Board's right to obtain title to the Facilities unencumbered by the leasehold interest of the Corporation granted hereunder shall be as set forth in the Facilities Lease. All furniture, fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Second Supplemental Ground Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Second Supplemental Ground Lease.

Section 12.02 The Board's Option to Require Demolition. Upon the Expiration Date of the Term or earlier termination hereof, in the event the Facilities are no longer suitable for the Board's purposes, the Board in its sole discretion may require the Corporation to demolish the Facilities and remove the Facilities from the Land, and restore the Land to substantially the same condition as it existed on the date of this Second Supplemental 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 Second Supplemental Ground Lease is terminated earlier, the Board shall notify the Corporation within thirty (30) days after the termination.

Section 12.03 Termination of Facilities Lease. Upon the termination of the Facilities Lease as a result of the Board's exercise of its option to purchase the Facilities granted under the Facilities Lease, all

right and interest of the Corporation in and to this Second Supplemental Ground Lease, the Facilities Lease and the Facilities shall be transferred to the Board, and the Corporation hereby agrees to execute any documents necessary to effectuate such transfer, or the Board may require the demolition of the Facilities as set forth in Section 12.02 above.

Section 12.04 Insurance Proceeds. Notwithstanding the fact that title to the Facilities is vested in the Board, if the Facilities Lease is no longer in force and effect, and all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively “*Casualty*”), the proceeds of any insurance received on account of any such Casualty shall be disbursed in accordance with the provisions of the Bond Documents, or if the Bond Documents are no longer in effect shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

Section 12.05 Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by Casualty or in consequence of any foreclosures, attachments, levies or executions; or the taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings (collectively “*Expropriation*”) is expressly assumed by the Board. The Corporation and the Trustee shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs or counter claims with respect to its Base Rental, Additional Rental or any other obligation under the Facilities Lease or hereunder.

ARTICLE XIII CONDEMNATION

Section 13.01 Condemnation. If the Facilities Lease has been terminated, upon the permanent Taking of all the Land and the Facilities, this Second Supplemental 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 Second Supplemental 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 if Facilities Lease is No Longer in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities and if the Facilities Lease is no longer in effect, the Corporation, at its election, may terminate this Second Supplemental Ground Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. 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 Corporation decides not to terminate this Second Supplemental Ground Lease, the Board and the Corporation shall either amend this Second Supplemental 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 Partial or Total Condemnation if Facilities Lease is in Effect. If this Second Supplemental Ground Lease is terminated under Section 13.01 or in the event of a Taking of less than all of the Land and the Facilities while the Facilities Lease is in force and effect, and the Board decides to restore or replace the Facilities in accordance with the Facilities Lease, the Board and the Corporation agree to enter into a new lease (in form and substance substantially the same as this Second Supplemental Ground Lease) of a portion of property necessary to place thereon the Facilities and to enter into a new Facilities Lease (in form and substance substantially the same as the Facilities Lease) covering such replacement Facilities.

Section 13.04 Payment of Awards - If Facilities Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Facilities Lease remains in full force and effect (a) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of the Facilities Lease and the Bond Documents, 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 Second Supplemental Ground Lease were in effect and continuing to encumber the Board's Interest); and (c) the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Second Supplemental Ground Lease that is the subject of the Taking.

Section 13.05 Payment of Awards - If Facilities Lease is not in Effect. Upon the Taking of all or any portion of the Land or the Facilities at any time after the Facilities Lease is no longer in force and effect, (a) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of the Bond Documents, or if the Bond Documents are no longer in effect shall be disbursed to the Corporation, (b) the Board shall be entitled (free of any claim of the Corporation) to the Award for the value of the Board's Interest in the Land (such value to be determined as if this Second Supplemental Ground Lease were in effect and continuing to encumber the Board's Interest) and (c) the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Second Supplemental Ground Lease that is the subject of the Taking.

Section 13.06 Bond Documents Control. Notwithstanding anything in this Second Supplemental Ground Lease to the contrary, in the event of a Casualty or a Taking of all or any portion of the Facilities, the provisions in the Bond Documents shall control the division, application and disbursement of any insurance proceeds or Award paid as a result thereof for so long as the Bond Documents remain in effect.

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

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

Section 14.02 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board; provided, however, that if the Facilities Lease terminates, the Corporation shall have the right to sublease the Facilities to University students, faculty and staff and Permitted Sublessees.

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 Second Supplemental Ground Lease.

ARTICLE XV COMPLIANCE CERTIFICATES

Section 15.01 The Corporation's 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 Second Supplemental 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) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Board's Interest or by any other Person.

Section 15.02 The Board's Compliance. The 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 Second Supplemental 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; (d) during the construction period, the status of construction of the Project and the estimated date of completion thereof; and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Second Supplemental 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.

ARTICLE XVI TAXES AND LICENSES

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

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

ARTICLE XVII FORCE MAJEURE

Section 17.01 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force

Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within ten (10) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE XVIII
MISCELLANEOUS

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

Section 18.02 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Second Supplemental 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
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802
Attention: Vice President of Business and Finance

With copies to:

Nicholls State University
P. O. Box 2070
Thibodaux, LA 70310
Attention: Vice President for Finance and Administration

If to the Corporation:

NSU Facilities Corporation
101 St. Louis Street
Thibodaux, Louisiana 70301
Attention: Chairman

If to Trustee:

Regions Bank
400 Poydras Street
New Orleans, Louisiana 70130
Attention: Corporate Trust

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

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

Section 18.04 Memorandum of Lease. Neither the Board nor the Corporation shall file this Second Supplemental Ground Lease for record in Lafourche 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 Second Supplemental Ground Lease in the form of Exhibit C attached hereto. Such memorandum shall be filed for record in Lafourche Parish, Louisiana.

Section 18.05 Attorney's Fees. If either party is required to commence legal proceedings relating to this Second Supplemental 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 Second Supplemental Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Lafourche Parish, Louisiana.

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

Section 18.08 Curative Matters. Except for the express representations and warranties of the Board set forth in this Second Supplemental Ground Lease, any additional matters necessary or desirable to make the Land useable for the Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters undertaken by the Corporation to make the Land usable for the Corporation's purpose.

Section 18.09 Nonwaiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Second Supplemental Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Second Supplemental 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 the 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 Second Supplemental 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 Second Supplemental Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall

include the plural wherever and as often as may be appropriate; (c) the word “includes” or “including” shall mean “including without limitation”; (d) the word “or” shall have the inclusive meaning represented by the phrase “and/or”; (e) the words “hereof,” “herein,” “hereunder,” and similar terms in this Second Supplemental Ground Lease shall refer to this Second Supplemental 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 Second Supplemental Ground Lease and the Table of Contents to this Second Supplemental Ground Lease are for reference purposes and shall not control or affect the construction of this Second Supplemental Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Second Supplemental Ground Lease unless otherwise specified. All exhibits attached to this Second Supplemental Ground Lease constitute a part of this Second Supplemental Ground Lease and are incorporated herein. All references to a specific time of day in this Second Supplemental Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Thibodaux, Louisiana).

Section 18.11 Counterparts. This Second Supplemental Ground Lease may be executed in multiple counterparts, each of which shall be declared an original.

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

Section 18.13 Authorization. By execution of this Second Supplemental 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 the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Second Supplemental Ground Lease have been taken and performed; and that the persons signing this Second Supplemental 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 Second Supplemental 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 Second Supplemental Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto and consented to the extent required by Article VIII of the Agreement.

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 Second Supplemental Ground Lease, together with the Series 2007 Ground Lease and 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 no other agreements, oral or otherwise, regarding the subject matter of this Second Supplemental Ground Lease and the Series 2007 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.

Section 18.18 Third Party Beneficiaries. It is specifically agreed between the parties executing this Second Supplemental Ground Lease that it is not intended by any of the provisions of any part of this Second Supplemental Ground Lease to make the public or any member thereof, other than the Trustee, and except as expressly provided herein or as contemplated in this Second Supplemental Ground Lease, a third party beneficiary hereunder, or to authorize anyone not a party to this Second Supplemental Ground Lease to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Second Supplemental Ground Lease. The duties, obligations and responsibilities, if any, of the parties to this Second Supplemental Ground Lease with respect to third parties shall remain as imposed by law.

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____

Dr. John Clune, Jr., President
Nicholls State University and
Board Representative

Print Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary Identification Number: _____

Lifetime Commission

IN WITNESS WHEREOF, the undersigned representative has signed this Second Supplemental Ground and Buildings Lease Agreement on behalf of NSU Facilities Corporation on the ____ day of _____, 2022.

WITNESSES:

NSU FACILITIES CORPORATION

Print Name: _____

By: _____

Joseph P. Kolwe, Chairman

Print Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary Identification Number: _____

Lifetime Commission

EXHIBIT A

LAND DESCRIPTION

Tract A (Hedge Buildings):

Commencing at U.S.C. & G.S. monument "CLUB", said point being the "POINT OF COMMENCEMENT"; Thence, North 66°54'01" West a distance of 4839.08 feet to a set ¾" G.I.P., labeled P.O.B.1, said point being the POINT OF BEGINNING;

Thence, South 5°30'46" East a distance of 87.96 feet, to a set ¾" G.I.P.;
Thence, South 3°13'08" West a distance of 76.08 feet, to a set ¾" G.I.P.;
Thence, South 10°00'19" West a distance of 90.35 feet, to a set ¾" G.I.P.;
Thence, South 29°26'44" West a distance of 84.59 feet, to a found 5/8" IRON ROD;
Thence, North 61°56'17" West a distance of 524.39 feet, to a set ¾" G.I.P.;
Thence, North 74°25'33" West a distance of 27.02 feet, to a set ¾" G.I.P.;
Thence, North 15°28'35" East a distance of 207.05 feet, to a set ¾" G.I.P.;
Thence, South 75°20'10" East a distance of 503.01 feet, to the "P.O.B.1";
Containing 3.301 Acres.

All is more fully shown and depicted as Tract A on a plat prepared by T. Baker Smith, Inc. entitled "**Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA**" dated September 24, 2007.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1983/92 Datum).

Tract B (La Maison du Bayou & Calecas):

Commencing at U.S.C. & G.S. monument "CLUB", said point being the "POINT OF COMMENCEMENT"; Thence, North 66°54'01" West a distance of 4839.08 feet to a set ¾" G.I.P., thence South 5°30'46" East at a distance of 87.96 feet, thence South 3°13'08" West a distance of 76.08 feet to a ¾" G.I.P., thence South 10°00'19" West 90.35 feet to a ¾" G.I.P., thence South 29°26'44" West a distance of 84.59 feet to a found 5/8" Iron Rod, labeled P.O.B.2, said point being the "POINT OF BEGINNING";

Thence, South 25°12'50" West a distance of 668.09 feet to a found 5/8" IRON ROD.;
Thence, South 61°08'11" West a distance of 122.17 feet to a found ¾" G.I.P.;
Thence, North 83°49'58" West a distance of 563.28 feet to a set PK NAIL;
Thence, North 12°27'43" East a distance of 89.42 feet to a set ¾" G.I.P.;
Thence, North 15°25'10" East a distance of 180.36 feet to a set ¾" G.I.P.;
Thence, South 74°25'33" East a distance of 250.00 feet to a set Nail;
Thence, North 15°25'10" East a distance of 680.00 feet to a set ¾" G.I.P.;
Thence, South 61°56'17" East a distance of 524.39 feet, to "P.O.B.2";
Containing 9.871 Acres.

All is more fully shown and depicted as Tract B on a plat prepared by T. Baker Smith, Inc. entitled "**Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA**" dated September 24, 2007.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1983/92 Datum).

Tract C (Millet / Zeringue, Long & Meade):

Commencing at U.S.C. & G.S. monument "CLUB", Said point being the "POINT OF COMMENCEMENT"; Thence, North 66°54'01" West a distance of 4839.08 feet to a set ¾" G.I.P., thence South 5°30'46" East a distance of 87.96 feet to a set ¾" G.I.P.; thence South 3°13'08" West a distance of 76.08 feet to a set ¾" G.I.P.; thence South 10°00'19" West a distance of 90.35 feet to a set ¾" G.I.P.; thence South 29°26'44" West a distance of 84.59 feet to a 5/8" IRON ROD; thence South 25°12'50" West a distance of 668.09 feet to a found 5/8" IRON ROD; thence South 61°08'11" West a distance of 122.17 feet to a found ¾" G.I.P.; thence North 83°49'58" West a distance of 563.28 feet to a set PK NAIL; thence North 12°27'43" East a distance of 89.42 feet to a set ¾" G.I.P.; thence North 15°25'10" East a distance of 180.36 feet to a set ¾" G.I.P., labeled P.O.B.3, said point being the "POINT OF BEGINNING";

Thence, North 15°25'10" East a distance of 680.00 feet, to a set ¾" G.I.P.;
Thence, South 74°25'33" East a distance of 250.00 feet, to a set ¾" G.I.P.;
Thence, South 15°25'10" West a distance of 680.00 feet, to a set 60d Nail;
Thence, North 74°25'33" West a distance of 250.00 feet, to the "P.O.B.3";
Containing 3.903 Acres.

All is more fully shown and depicted as Tract C on a plat prepared by T. Baker Smith, Inc. entitled "Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA" dated September 24, 2007.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1983/92 Datum).

Tract D (Ellender):

Commencing at U.S.C. & G.S. monument "CLUB" said point being the "Point of Commencement"; thence N 73° 30' 33" W a distance of 6,428.54 feet to a set ¾" GIP, said point being the "Point of Beginning";

Thence, South 15° 29' 08" West a distance of 139.37' to a set ¾" GIP;
Thence, North 74° 14' 58" West a distance of 230.57' to a set ¾" GIP;
Thence, North 14° 58' 23" East a distance of 137.55' to a set ¾" GIP;
Thence, South 74° 42' 10" East a distance of 231.80' back to the "P.O.B.";

Containing 0.735 acres and being shown on that map of survey entitled "Survey of Leased Property belonging to Nicholls State University Located in Section 32, T15S – R16E, Lafourche Parish, LA" prepared by John C. Mattingly, P.L.S., dated June 14, 2007, last revised July 13, 2007, bearing File No. 07.1422L2.DWG.

Tract E (Parking Lots 5 & 6):

Commencing at U.S.C. & G.S. monument "CLUB" said point being the "Point of Commencement"; thence N 71° 51' 49" W a distance of 6,427.47 feet to a set ¾" GIP, said point being the "Point of

Beginning”;

Thence, North 74° 28’ 05” West a distance of 266.78’ to a set PK Nail;
Thence, North 13° 23’ 07” East a distance of 652.18’ to a set ¾” GIP;
Thence, South 76° 30’ 06” East a distance of 136.49’ to a set ¾” GIP;
Thence, South 16° 59’ 20” West a distance of 293.11’ to a set ¾” GIP;
Thence, South 75° 12’ 09” East a distance of 160.97’ to a set ¾” GIP;
Thence, South 15° 19’ 42” West a distance of 365.62’ back to the “P.O.B.”;

Containing 3.131 acres and being shown on that map of survey entitled “Survey of Leased Property belonging to Nicholls State University Located in Section 32, T15S – R16E, Lafourche Parish, LA” prepared by John C. Mattingly, P.L.S., dated June 14, 2007, bearing File No. 07.1422L3.DWG.

Convenience Store:

Commencing at U.S.C. & G.S. monument “CLUB”, said point being the “Point of Commencement”; thence, North 77°35’20” West a distance of 6,542.07 feet to a set Railroad Spike; Said point being the “Point of Beginning”;

Thence, South 75°24’48” East a distance of 113.77’ to a Chiseled X;
Thence, South 15°23’56” West a distance of 89.52’ to a Chiseled X;
Thence, South 69°07’23” West a distance of 14.67’ to a Chiseled X;
Thence, North 74°45’56” West a distance of 100.48’ to a set Railroad Spike;
Thence, North 14°32’12” East a distance of 96.79’ back to the “P.O.B.”;
Containing 0.252 Acres.

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

Lessee: NSU Facilities Corporation
101 St. Louis Street
Thibodaux, Louisiana 70301
Attention: Chairman

This Memorandum is executed for the purpose of recordation in the public records of Lafourche 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. This Memorandum shall be recorded in the Conveyance Records of the Parish of Lafourche, State of Louisiana, and the parties hereto specifically authorize and request the Clerk of Court and Register of Conveyances in and for the Parish of Lafourche, State of Louisiana, to make mention of this Memorandum in the margin of the records of the Memorandum of Ground Lease at Instrument No. 1032757, CB 1707, page 108.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the ____ day of _____, 2022, in Thibodaux, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Dr. John Clune, Jr., Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

Print Name: _____

By: _____
Dr. John Clune Jr., President
Nicholls State University and
Board Representative

NOTARY PUBLIC

Printed Name: _____
Notary Identification Number: _____
Lifetime Commission

THUS DONE AND PASSED on the ____ day of _____, 2022, in Thibodaux, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Joseph P. Kolwe, Chairman of NSU Facilities Corporation and me, Notary.

WITNESSES:

NSU FACILITIES CORPORATION

Print Name: _____

Print Name: _____

By: _____
Joseph P. Kolwe, Chairman

NOTARY PUBLIC

Printed Name: _____
Notary Identification Number: _____
Lifetime Commission

EXHIBIT A

LAND DESCRIPTION

Tract A (Hedge Buildings):

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Thence, North 74°25'33" West a distance of 250.00 feet, to the "P.O.B.3";
Containing 3.903 Acres.

All is more fully shown and depicted as Tract C on a plat prepared by T. Baker Smith, Inc. entitled "Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA" dated September 24, 2007.

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Thence, North 13° 23' 07" East a distance of 652.18' to a set ¾" GIP;
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Thence, South 75° 12' 09" East a distance of 160.97' to a set ¾" GIP;
Thence, South 15° 19' 42" West a distance of 365.62' back to the "P.O.B.";

Containing 3.131 acres and being shown on that map of survey entitled "Survey of Leased Property belonging to Nicholls State University Located in Section 32, T15S – R16E, Lafourche Parish, LA" prepared by John C. Mattingly, P.L.S., dated June 14, 2007, bearing File No. 07.1422L3.DWG.

Convenience Store:

Commencing at U.S.C. & G.S. monument "CLUB", said point being the "Point of Commencement";
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Thence, South 75°24'48" East a distance of 113.77' to a Chiseled X;
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Thence, North 74°45'56" West a distance of 100.48' to a set Railroad Spike;
Thence, North 14°32'12" East a distance of 96.79' back to the "P.O.B.";
Containing 0.252 Acres.

SECOND SUPPLEMENTAL
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

by and between

NSU FACILITIES CORPORATION,
as Lessor

and

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM,
ON BEHALF OF NICHOLLS STATE UNIVERSITY,
as Lessee

Dated as of _____ 1, 2022

in connection with:

\$10,605,000

Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Refunding Bonds
(Nicholls State University Student Housing/
NSU Facilities Corporation Project)
Series 2017

\$ _____

Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Refunding Bonds
(Nicholls State University Student Housing/
NSU Facilities Corporation Project)
Series 2022

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EXHIBIT A – MEMORANDUM OF FIRST SUPPLEMENTAL FACILITIES LEASE

SECOND SUPPLEMENTAL
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

This SECOND SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE (this “*Second Supplemental Facilities Lease*”), dated as of _____ 1, 2022, is entered into by and between NSU FACILITIES CORPORATION, a Louisiana nonprofit corporation represented herein by its Chairman, Joseph P. Kolwe (the “*Corporation*”) and the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “*Board*”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of Nicholls State University (the “*University*”), which the Board is represented herein by Dr. John Clune, Jr., President of the University, duly authorized, and supplements and amends that certain Agreement to Lease with Option to Purchase dated as of August 1, 2007, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of February 25, 2008, as further amended by a Second Amendment to Agreement to Lease with Option to Purchase dated as of October 1, 2009, as further supplemented and amended by a First Supplemental Agreement to Lease with Option to Purchase dated as of December 1, 2017 (collectively, the “*Series 2007 Facilities Lease*” and, together with this Second Supplemental Facilities Lease, the “*Facilities Lease*”), each between the Corporation and the Board.

W I T N E S S E T H:

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

WHEREAS, the Corporation is a private nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201 *et seq.*), and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose purpose is to support and benefit the educational, scientific, research and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University (the “*Campus*”);

WHEREAS, in order to further these functions of the Board, by development of housing and related facilities for students, faculty and staff on the Campus, pursuant to a Ground and Buildings Lease Agreement dated as of August 1, 2007, as amended by that certain First Amendment to Ground and Buildings Lease Agreement dated as of February 25, 2008, as further amended by that certain Second Amendment to Ground and Buildings Lease Agreement dated as of October 1, 2009 (collectively, the “*Series 2007 Ground Lease*”), the Board has leased a portion of the Campus to the Corporation for the purpose of creating a unified University housing system, acquiring certain existing housing facilities, demolishing certain existing facilities and renovating, developing and constructing student housing facilities, related facilities and other campus improvements, including but not limited to parking improvements and a convenience store and leasing such facilities back to the Board (the “*Facilities*”);

WHEREAS, the Corporation constructed the Facilities and leased the Facilities back to the Board pursuant to the Series 2007 Facilities Lease, for use by students, faculty and staff of the University and such other persons as set forth in the Series 2007 Facilities Lease;

WHEREAS, the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Issuer*”) issued its \$17,680,000 Fixed Rate Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007A (the “*Series 2007A Bonds*”) and its \$32,380,000 Revenue Bonds (Nicholls State University Student Housing/NSU Facilities

Corporation Project) Series 2007B (the “*Series 2007B Bonds*” and, together with the Series 2007A Bonds, the “*Series 2007 Bonds*”) and the proceeds thereof were loaned to the Corporation pursuant to a Loan Agreement dated as of August 1, 2007 between the Issuer and the Corporation (the “*Series 2007 Agreement*”) to finance the Facilities;

WHEREAS, on December 8, 2017, the Issuer issued its \$10,605,000 Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2017 (the “*Series 2017 Bonds*”) to currently refund all of the outstanding Series 2007A Bonds and such Series 2017 Bonds were purchased by Regions Capital Advantage, Inc. (the “*Series 2017 Purchaser*”);

WHEREAS, simultaneously with the issuance of the Series 2017 Bonds, the Series 2007B Bonds were restructured and were also purchased by the Series 2017 Purchaser;

WHEREAS, an opportunity exists to refund the Series 2007B Bonds for interest rate savings and the Board and the Corporation desire to supplement and amend the Series 2007 Ground Lease and the Series 2007 Facilities Lease in connection with the issuance by the Issuer of its \$_____ Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2022 (the “*Series 2022 Bonds*”) for the purpose of (i) currently refunding the Series 2007B Bonds, (ii) paying a swap termination payment and (ii) paying the costs of issuance of the Series 2022 Bonds;

WHEREAS, Section 31 of the Series 2007 Facilities Lease and Section 8.04 of the Series 2007 Agreement provide that, with the prior written consent of the Series 2007B Bond Insurer (as hereinafter defined) and the owners of not less than a majority in aggregate principal amount of the Series 2007B Bonds and the Series 2017 Bonds then outstanding, the Series 2007 Facilities Lease may be supplemented and amended; and

WHEREAS, the written consent of the Series 2007B Bond Insurer and the owners of a majority in aggregate principal amount of the Series 2007B Bonds and the Series 2017 Bonds has been obtained, and the Board and the Corporation now desire to supplement and amend the Series 2007 Facilities Lease by execution of this Second Supplemental Facilities Lease to provide for the issuance of the Series 2022 Bonds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of and as used in this Second Supplemental Facilities Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings as set forth in the Indenture (as hereinafter defined). Other terms shall have the meanings assigned to them in other Sections of this Second Supplemental Facilities Lease.

“*Additional Bonds*” means bonds, if any, issued in one or more series on a parity with the Series 2017 Bonds and the Series 2022 Bonds pursuant to Article V of the Series 2007 Indenture.

“*Additional Debt*” means any obligation (whether present or future, contingent or otherwise, as principal or security or otherwise): (i) in respect of borrowed money, including without limitation, bonds, notes and similar obligations; or (ii) under a lease arrangement, installment sale agreement or other similar arrangement, that is secured by or payable from Rents.

“*Additional Facilities*” shall have the meaning as set forth in the Series 2007 Facilities Lease.

“*Additional Rental*” means the amounts specified as such in Section 6(c) of this Second Supplemental Facilities Lease.

“*Administrative Expenses*” means the necessary, reasonable and direct out-of-pocket expenses incurred by the Issuer or the Trustee pursuant to the Indenture and the Agreement, the compensation of the Trustee under the Indenture (including, but not limited to any annual administrative fee charged by the Trustee), the compensation of the Issuer, and reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under the Indenture.

“*Agreement*” means the Series 2007 Agreement, as supplemented and amended by the First Supplemental Agreement, as further supplemented and amended by the Second Supplemental Agreement, including any additional amendments and supplements thereof and thereto as permitted thereunder.

“*Annual Debt Service*” means the amount required to pay all principal of and interest on a series of Bonds and any Additional Debt, as applicable, in any Fiscal Year. For purposes of calculating the Annual Debt Service on a series of Bonds or Additional Debt (i) for Fixed Rate Bonds or Fixed Rate Additional Debt, the actual interest rate shall be used, or (ii) for the Lender Rate Bonds, Variable Rate Bonds or Variable Rate Additional Debt, any interest rate on any Bonds or Additional Debt for any period during which an interest swap or similar agreement shall be in effect whereunder the Issuer, the Corporation or the Board pays a fixed rate and the swap counterparty pays a floating rate that, in the judgment of the Authorized Corporation Representative (as evidenced by a certificate delivered to the Trustee) approximates the variable rate payable on such series of Bonds or Additional Debt, the interest rate on such series of Bonds or Additional Debt shall be deemed to be equal to the fixed rate payable by the Issuer, the Corporation or the Board under such interest swap or similar agreement and, for any period during which such an agreement shall not be in effect, the interest rate on such Bonds or Additional Debt shall be deemed to be the average interest rate borne by such series of Bonds or Additional Debt during the immediately preceding twelve (12) month period or, if such series of Bonds or Additional Debt has borne a floating rate for less than twelve (12) months, such series of Bonds or Additional Debt shall be treated as if it bears interest at the 25-year Revenue Bond Index as published by *The Bond Buyer* on the date of determination.

“*Authorized Corporation Representative*” means any person at the time designated to act on behalf of the Corporation by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Corporation by the Chairman of the Corporation. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“*Lender Rate*” shall have the meaning given such term in the Second Supplemental Indenture.

“*Lender Rate Bonds*” means the Series 2017 Bonds so long as such Bonds bear interest at the Lender Rate.

“*Base Rental*” means the amounts referred to as such in Section 6(b) of this Second Supplemental Facilities Lease (as such amounts may be adjusted from time to time in accordance with the terms hereof) but does not include Additional Rental.

“*Board*” means Board of Supervisors for the University of Louisiana System or its legal successor as the management board of the University, acting on behalf of the University.

“*Board Representative*” means the Person or Persons designated by the Board in writing to serve as the Board’s representative(s) in exercising the Board’s rights and performing the Board’s obligations under this Second Supplemental Facilities Lease; the Board Representative shall be the President of the

University, or his or her designee, the President of the Board, or his or her designee, the Vice President for Business and Finance of the Board, or his or her designee, or any other representative designated by resolution of the Board, of whom the Issuer and the Trustee have been notified in writing.

“*Bond Counsel*” means Jones Walker LLP, and its successors, or such other nationally recognized bond counsel as may be selected by the Issuer and acceptable to the Corporation.

“*Bond Documents*” shall have the meaning set forth in Section 3.12 of the Second Supplemental Indenture.

“*Bonds*” shall mean the Series 2017 Bonds, the Series 2022 Bonds and any Additional Bonds.

“*Budget*” means the University’s budget as approved by the Board for any Fiscal Year during the Term.

“*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, 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.

“*CERCLA*” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§9601 et seq.).

“*Claim*” collectively means any claim, liability, demand, loss, damage, deficiency, litigation, cause of action, penalty, fine, judgment, defense, imposition, fee, lien, bonding cost, settlement, disbursement, penalty, cost or expenses of any and every kind and nature (including without limitation Litigation Expenses), whether known or unknown, incurred or potential, accrued, absolute, direct, indirect, contingent or otherwise and whether imposed by strict liability, negligence, or otherwise, and consequential, punitive and exemplary damage claims.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

“*Commencement Date*” means the effective date of this Second Supplemental Facilities Lease, which is _____, 2022.

“*Corporation*” means NSU Facilities Corporation, a nonprofit corporation exempt from federal income tax under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, organized and existing under the laws of the State for the benefit of the University, and also includes every successor corporation and transferee of the Corporation until payment or provision for the payment of all of the Bonds.

“*Debt Service Coverage Ratio*” means, for any Fiscal Year, the ratio determined by the Vice-President for Finance and Administration of the University by dividing the amount of Net Revenues of the Facilities for such Fiscal Year by Annual Debt Service on the Bonds outstanding and on any Additional Debt issued and, if applicable, any proposed Additional Debt to be issued in the next Fiscal Year; provided, however, that for the purpose of calculating the Debt Service Coverage Ratio pursuant to Section 26 of this Second Supplemental Facilities Lease, to determine whether the Board may build, acquire or renovate any Future Facilities, the numerator of the fraction representing the Debt Service Coverage Ratio shall be increased by the additional anticipated revenues, if any, to be derived from the Future Facilities to be constructed with the proceeds resulting from the Additional Debt.

“*Debt Service Fund*” means the fund of that name created under of the Series 2007 Indenture.

“*Debt Service Reserve Fund*” means the fund of that name created under the Series 2007 Indenture.

“*Debt Service Reserve Fund Requirement*,” (i) with respect to the Series 2017 Bonds, the Series 2022 Bonds and any Additional Bonds the interest on which is not includable in gross income of the beneficial owners thereof for federal income tax purposes, at the time of determination, means the least of (a) ten percent (10%) of the stated principal amount thereof (less any original issue discount that exceeds a *de minimis* amount), (b) one hundred twenty-five percent (125%) of the average Annual Debt Service thereon from the date of calculation to the final maturity thereof, or (c) the Maximum Annual Debt Service thereon; and (ii) with respect to all Bonds issued under the Indenture, means the sum of the Debt Service Reserve Fund Requirements for each series of Bonds Outstanding; provided, however, that the amount of principal due in any Bond Year shall be determined, in the case of Bonds subject to mandatory sinking fund redemption pursuant to this Indenture and similar provisions in any supplemental indenture, by the principal amount of Bonds to be redeemed by mandatory sinking fund redemption in such Bond Year.

“*Default or Delay Rental*” means and shall consist of (i) all amounts, fees or expenses which the Corporation may be legally obligated to pay to Other Parties by reason of any default of the Board hereunder or any delay in payment of any sums due by the Board hereunder; and (ii) all costs, expenses and charges, including reasonable Legal Expenses, incurred by the Corporation whether by suit or otherwise, in collecting sums payable hereunder or in enforcing any covenant or agreement of the Board contained in this Second Supplemental Facilities Lease or incurred in obtaining possession of the Facilities after default by the Board.

“*Demolition*” means, collectively the demolition of Meade Hall, Millet Hall, Long Hall, Zeringue Hall and the University Police Building.

“*Encumbrance*” means any lien, mortgage, encumbrance, privilege, charge, option, right of first refusal, conditional sales contract, security interest, mechanic’s and materialmen’s liens, or any lien or encumbrance securing payment of any Claims, including environmental Claims, or of any charges for labor, materials, supplies, equipment, taxes, or utilities, excluding the Option granted to the Board herein.

“*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 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); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water 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 default specified in and defined as such by Section 21 hereof.

“*Existing Facilities*” shall have the meaning as set forth in the Series 2007 Facilities Lease.

“*Expiration Date*” means the earlier of August 1, 2049, or the date that all amounts owed under the Indenture have been paid.

“*Facilities*” means the Existing Facilities and the Additional Facilities, as described in Exhibit A attached to the Series 2007 Facilities Lease, as amended and supplemented in accordance with the provisions of the Agreement, which were acquired, renovated and/or constructed with the proceeds of the Series 2007 Bonds.

“*Facilities Lease*” means the Series 2007 Facilities Lease, as supplemented and amended by the First Supplemental Facilities Lease, as further supplemented and amended by this Second Supplemental Facilities Lease, as it may be amended or supplemented from time to time in accordance with the provisions hereof.

“*First Supplemental Agreement*” means that certain First Supplemental Loan Agreement dated as of December 1, 2017 by and between the Issuer and the Corporation.

“*First Supplemental Facilities Lease*” means the Second Supplemental Agreement to Lease with Option to Purchase dated as of December 1, 2017 by and between the Corporation and the Board.

“*First Supplemental Ground Lease*” means that certain First Supplemental Ground and Buildings Lease Agreement dated as of December 1, 2017 by and between the Board and the Corporation.

“*First Supplemental Indenture*” means that certain First Supplemental Trust Indenture dated as of December 1, 2010 by and between the Issuer and the Prior Trustee.

“*Fiscal Year*” means the fiscal year of the State, which at the date of this Second Supplemental Facilities Lease is the period from July 1 to and including the following June 30.

“*Fixed Rate*” means the rate of interest not subject to adjustment and fixed to the maturity of any Bonds after a Fixed Rate Conversion.

“*Fixed Rate Bonds*” means any Bonds bearing interest at a Fixed Rate.

“*Fixed Rate Conversion*” means a conversion of the interest rate born by the Bonds to the Fixed Rate.

“*Future Facilities*” means any additional future student housing facilities owned or leased by the Board or the Corporation pursuant to Section 3(i) hereof that have been incorporated with the Facilities into a single housing system.

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

“*Governmental Regulations*” means any and all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, writs, injunctions, rules, regulations, restrictions, permits, plans, authorizations, concessions, investigation reports, guidelines, and requirements or accreditation standards of any Governmental Authority having jurisdiction over the Corporation and/or the Board, or affecting the Facilities.

“*Ground Lease*” means the Series 2007 Ground Lease, as supplemented and amended by the First Supplemental Ground Lease, as further supplemented and amended by the Second Supplemental Ground Lease, as it may be amended or supplemented from time to time in accordance with the provisions thereof.

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

“*Indenture*” means the Series 2007 Indenture, as supplemented and amended by the Second Supplemental Indenture, as further supplemented and amended by the Third Supplemental Indenture, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions thereof.

“*Interest Payment Date*” or “*interest payment date,*” means each June 1 and December 1, commencing _____ 1, 20__.

“*Issuer*” means the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Issuer by said provisions shall be given by law.

“*Land*” means the real property more particularly described on Exhibit A attached to the Ground Lease upon which the Facilities are currently located, the Demolition occurred, and the Additional Facilities were constructed and are located.

“*Lawfully Available Funds*” means University funds derived solely from Rents and designated by the Board pursuant to Section 6(e) herein to make Rental payments.

“*Legal Expenses*” means the reasonable fees and charges of attorneys and of legal assistants, paralegals, law clerks and other persons and entities used by attorneys and under attorney supervision and all costs incurred or advanced by any of them irrespective of whether incurred in or advanced prior to the initiation of any legal, equitable, arbitration, administrative, bankruptcy, trial or similar proceedings and any appeal from any of same.

“*Litigation Expenses*” means all out-of-pocket costs and expenses incurred as a result of a Default, or in connection with an indemnification obligation, including Legal Expenses, the reasonable fees and charges of experts and/or consultants, and all court costs and expenses.

“*Maximum Annual Debt Service*” with respect to a series of Bonds issued under the Indenture, means the maximum Annual Debt Service thereon in the then current Bond Year or in any future Bond Year, whether at maturity or subject to mandatory sinking fund redemption.

“*Net Revenues of the Facilities*” means, with respect to any period, the excess of the Rents (determined on a cash basis) and any interest earned from the investment of the Debt Service Reserve Fund over Operating Expenses (before extraordinary items) of the Facilities and any Future Facilities, determined in accordance with generally accepted accounting principles, and excluding: (a) any profits or losses on the sale or disposition, not in the ordinary course of business, of investments or fixed or capital assets or resulting from the early extinguishment of debt; (b) gifts, grants, bequests, donations and contributions, to the extent specifically restricted by the donor to a particular purposes inconsistent with their use for the payment of Annual Debt Service on the Bonds or Additional Debt; and (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards.

“*Notice*” shall have the meaning set forth in Section 50 hereof.

“*Operating Expenses*” means the current expenses of operation, maintenance and current repair of the Facilities, as calculated in accordance with Generally Accepted Accounting Principles, and includes, without limiting the generality of the foregoing, insurance premiums, reasonable accounting and legal fees and expenses relating to the Facilities and the ownership thereof by the Board, payments with respect to worker’s compensation claims not otherwise covered by insurance, any payments due from the Board under this Second Supplemental Facilities Lease, the Agreement or the Indenture, any Rebate Amount, amounts payable by the Corporation under the Agreement or the Mortgage (other than the principal of, premium, if any, and interest on the Bonds); administrative expenses of the Issuer (including fees and expenses of the Trustee and counsel fees and expenses) relating solely to the Facilities, the cost of materials and supplies used for current operations, taxes and charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice. “*Operating Expenses*” will not include (1) the principal of and interest on the Bonds; (2) any allowance for depreciation or replacements of capital assets of the Facilities; (3) amortization of financing costs; or (4) any deposits in the Replacement Fund.

“*Option to Purchase*” or “*Option*” means the option to purchase the Corporation’s interest in the Facilities granted to the Board in Section 23 of this Second Supplemental Facilities Lease.

“*Other Parties*” means a Person other than the Parties.

“*Parties*” means, collectively, the Corporation and the Board.

“*Permitted Sublessees*” means persons other than University students, faculty and staff who are participants in any activities related to the mission of the University and who are using the Facilities for a period of one (1) month or less pursuant to a concession or other housing arrangement with the University; provided, however, that with respect to the portion of the Additional Facilities that comprises the convenience store, it shall mean Sodexo Operations, L.L.C.

“*Permitted Use*” means the operation of the Facilities for University students, faculty, staff and Permitted Sublessees and for purposes related to or associated with the foregoing.

“*Person*” means all juridical persons, whether corporate or natural, including individuals, firms, trusts, corporations, associations, joint ventures, partnerships, and limited liability companies or partnerships.

“*Prior Trustee*” means The Bank of New York Mellon Trust Company, N.A.

“*Principal Payment Date*” means each June 1, commencing June 1, 2020.

“*Remediation*” means any and all costs incurred due to any investigation of the Facilities or any remediation, response, cleanup, removal, or restoration required by any Governmental Regulation or Governmental Authority or by Environmental Requirements.

“*Rental*” means and includes the Base Rental and Additional Rental.

“*Rents*” means all revenues actually received from any source by, or on behalf of the Board or the University with respect to the Facilities and the Future Facilities, including without duplication, all collected rents and other charges for the use or occupancy of the Facilities and the Future Facilities, utility charges, and forfeited security deposits relating to the Facilities and the Future Facilities, and rental interruption insurance proceeds actually received by or on behalf of the Board or the University (net of the costs of collecting such proceeds), if any; excluding any revenues derived from the convenience store portion of the Facilities or any Future Facilities and tenants’ security deposits unless and until applied in satisfaction of tenants’ obligations as provided for in accordance with University policy.

“*Replacement Fund*” means the fund of that name created under the Series 2007 Indenture.

“*Replacement Fund Requirement*” means, annually, an amount required to be deposited into the Replacement Fund in accordance with Section 4.23 of the Series 2007 Indenture and equal to \$460,319.00 payable from Lawfully Available Funds or any lesser amount approved by the staff of the Board of Regents of the State of Louisiana.

“*Second Supplemental Agreement*” means that certain Second Supplemental Loan Agreement dated as of _____ 1, 2022 by and between the Issuer and the Corporation.

“*Second Supplemental Facilities Lease*” means this Second Supplemental Agreement to Lease with Option to Purchase dated as of _____ 1, 2022 by and between the Corporation and the Board.

“*Second Supplemental Ground Lease*” means that certain Second Supplemental Ground and Buildings Lease Agreement dated as of _____ 1, 2022 by and between the Board and the Corporation.

“*Second Supplemental Indenture*” means that certain Second Supplemental Trust Indenture dated as of December 1, 2017 by and between the Issuer and the Trustee.

“*Series 2007 Agreement*” means that certain Loan Agreement dated as of August 1, 2007 between the Issuer and the Corporation.

“*Series 2007 Bonds*” means, collectively, the Series 2007A Bonds and the Series 2007B Bonds.

“*Series 2007 Facilities Lease*” means the Agreement to Lease with Option to Purchase dated as of August 1, 2007, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of February 25, 2008, as further amended by a Second Amendment to Agreement to Lease with Option to Purchase dated as of October 1, 2009, each between the Corporation and the Board.

“*Series 2007 Ground Lease*” means the Ground and Buildings Lease Agreement dated as of August 1, 2007, as amended by that certain First Amendment to Ground and Buildings Lease Agreement

dated as of February 25, 2008, as further amended by that certain Second Amendment to Ground and Buildings Lease Agreement dated as of October 1, 2009, each by and between the Board and the Corporation.

“*Series 2007 Indenture*” means that certain Trust Indenture dated as of August 1, 2007, as supplemented and amended by the First Supplemental Indenture, each by and between the Issuer and the Prior Trustee.

“*Series 2007A Bonds*” means the \$17,680,000 Louisiana Local Government Environmental Facilities and Community Development Authority Fixed Rate Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007A.

“*Series 2007B Bond Insurer*” shall mean Assured Guaranty Corp., or any successor thereto.

“*Series 2007B Bonds*” means the \$32,380,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2007B.

“*Series 2017 Bonds*” means the \$10,605,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2017.

“*Series 2022 Bonds*” means the \$_____ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (Nicholls State University Student Housing/NSU Facilities Corporation Project) Series 2022.

“*State*” means the State of Louisiana.

“*Term*” means the term of this Second Supplemental Facilities Lease, as provided in Section 2 hereof.

“*Termination Payments*” shall have the meaning given such term in the Indenture.

“*Third Supplemental Indenture*” means that certain Third Supplemental Trust Indenture dated as of _____ 1, 2022 by and between the Issuer and the Trustee.

“*Trustee*” means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of the Indenture, initially, Regions Bank.

“*University*” means Nicholls State University in Thibodaux, Louisiana.

Section 2. Agreement to Lease; Term of Lease; Confirmation of Series 2007 Facilities Lease. The Corporation hereby leases the Facilities to the Board, and the Board hereby leases the Facilities from the Corporation effective as of the Commencement Date of this Second Supplemental Facilities Lease and agrees to pay the Base Rental and the Additional Rental as provided herein for the use and occupancy of the Facilities, all on the terms and conditions set forth herein. The Board understands and agrees that Rental shall accrue from the Commencement Date hereof. The Term of this Second Supplemental Facilities Lease begins on the Commencement Date and ends on the Expiration Date; provided, however, this Second Supplemental Facilities Lease shall terminate prior to the

Expiration Date upon the happening of any of the following events:

(a) repayment of the Bonds in full, including principal, premium, if any, and all Administrative Expenses with respect to the Bonds or the defeasance of the Bonds, all as set forth in the Indenture;

(b) the exercise by the Board of the Option to Purchase and the purchase of the Corporation's interest in the Facilities pursuant to the Option; or

(c) any other event described in this Second Supplemental Facilities Lease that is specifically stated to cause a termination of this Second Supplemental Facilities Lease, including, without limitation, a Default by the Board, and the failure of the Board to designate or cause to be designated an amount necessary to pay the Base Rental, all as set forth in Sections 21 and 29 hereof.

(d) Upon the termination of this Second Supplemental Facilities Lease under the circumstances set forth in Section 2(a) above, at the Board's option, the Board may require the demolition of the Facilities as set forth in Section 12.02 of the Ground Lease.

(e) As supplemented and amended by this Second Supplemental Facilities Lease, the Series 2007 Facilities Lease is, in all respects, ratified and confirmed and continues in full force and effect, and the Series 2007 Facilities Lease, as supplemented and amended by this Second Supplemental Facilities Lease, shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements set forth in the Series 2007 Facilities Lease, as supplemented and amended by this Second Supplemental Facilities Lease, shall apply and remain in full force and effect with respect to this Second Supplemental Facilities Lease, the Bonds and the other Bond Documents.

Section 3. Acknowledgments, Representations and Covenants of the Board. The Board represents, covenants and agrees as follows:

(a) The Board has full power and authority to enter into this Second Supplemental Facilities Lease, the Second Supplemental Ground Lease, and the transactions contemplated thereby and agrees to perform all of its obligations hereunder and under the Ground Lease.

(b) The Board has been duly authorized to execute and deliver this Second Supplemental Facilities Lease and the Second Supplemental Ground Lease and further represents and covenants that this Second Supplemental Facilities Lease and the Second Supplemental Ground Lease constitute the valid and binding obligations of the Board, enforceable in accordance with its terms, and that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Second Supplemental Facilities Lease and the Second Supplemental Ground Lease and the Board has complied with all constitutional and other statutory requirements as may be applicable to the Board in the authorization, execution, delivery and performance of this Second Supplemental Facilities Lease and the Second Supplemental Ground Lease.

(c) The execution and delivery of this Second Supplemental Facilities Lease and the Second Supplemental Ground Lease, and compliance with the provisions hereof, will not conflict with or constitute on the part of the Board a violation of, breach of, or default under any constitutional provision, statute, law, resolution, bond indenture or other financing agreement or any other agreement or instrument to which the Board is a party or by which the Board is bound, or any order, rule or regulation of any court or Governmental Authority or body having jurisdiction over the Board or any of its activities or properties

with respect to the Facilities; and all consents, approvals or authorizations required of the Board for the consummation of the transactions contemplated hereby have been obtained or timely will be obtained.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Board, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Second Supplemental Facilities Lease and the Second Supplemental Ground Lease.

(e) The Board will not take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on any of the Series 2017 Bonds to be included in gross income for federal income tax purposes.

(f) The Board agrees to cause the Facilities to be used for the Permitted Use and shall not allow the Facilities to be used for any other use. No more than five percent (5%) of the gross area of the Facilities will be subleased by the Board or by any sublessees or assigns of the Board to, or otherwise used by, private business and the Board agrees to take all action, to the extent it is legally authorized and able to do so, necessary to prevent the Bonds from being deemed “private activity bonds” within the meaning of Section 141 of the Code.

(g) The use of the Facilities is essential to the operation of the University by providing modern housing and related facilities for students, faculty and staff of the University. The Board presently intends to make all payments from Lawfully Available Funds for use of the Facilities. There are no alternative facilities available for use as contemplated for the Facilities since there is currently a shortage of available, modern on-campus housing at the University.

(h) The Board covenants that, as long as any bonds, notes or lease obligations remain outstanding that are payable from Lawfully Available Funds, if the Debt Service Coverage Ratio falls below 1.20:1.00 as calculated for the most recently completed Fiscal Year, the Board shall use its best efforts to raise its fees, rentals, rates and charges relating to the Facilities so that within two (2) full semesters after the Debt Service Coverage Ratio falls below 1.20:1.00, the Debt Service Coverage Ratio equals 1.20:1.00. At the end of two (2) full semesters, if the Debt Service Coverage Ratio is still below 1.20:1.00, the Board shall hire an outside consultant, and the Board shall follow any reasonably feasible recommendations of such consultant regarding the operation and management of the Facilities, including raising fees and rents, reducing expenses and, if necessary, increasing the average occupancy rate through strict enforcement of parietal rules requiring students to reside on campus and, to the extent legally possible, revising parietal rules to increase the number of students required to reside on campus. So long as the Board is working in good faith with such consultant to increase any deficient Debt Service Coverage Ratio, there shall not be an Event of Default hereunder unless (i) the Debt Service Coverage Ratio is less than 1.00:1.00 at the end of any Fiscal Year or (ii) the Debt Service Coverage Ratio is less than 1.20:1.00 for two (2) full consecutive semesters after retention of an outside consultant by the Board. For purposes of the foregoing, when establishing such fees, rentals, rates and charges and calculating each Debt Service Coverage Ratio for this Section, the Board shall take into account payments required to be made into the Debt Service Reserve Fund pursuant to Section 4.8(e) of the Indenture. The Board further covenants that it will seek any required approval necessary in order to comply with this covenant.

(i) The University will not build, acquire or renovate Future Facilities unless the requirements of Section 26(a) herein are met.

(j) The University shall maintain its current residency policy of requiring all unmarried, full-time undergraduate students to live in on-campus residence halls (1993 Revision – current as of March 1,

2003). It is understood that the University currently permits certain exceptions to that policy and the University may continue to permit those exceptions but it shall make no voluntary revisions to such policy that would reduce the number of students required to live in on-campus residence halls until the Bonds have been paid in full.

(k) The Board covenants that any insurance proceeds received from ORM pursuant to Section 9 hereof shall be immediately deposited with the Trustee for application in accordance with the provisions of Section 11 herein and the Indenture.

Section 4. Representations and Covenants of the Corporation. The Corporation makes the following representations and covenants:

(a) The Corporation has been validly created under the Louisiana Nonprofit Corporation Law, is currently in good standing under the laws of the State, has the power to enter into the transactions contemplated by, and to carry out its obligations under this Second Supplemental Facilities Lease, the Second Supplemental Ground Lease and the Second Supplemental Agreement. The Corporation is not in breach of or in default under any of the provisions contained in any contract, instrument or agreement to which it is a party or in any other instrument by which it is bound. By proper action, the Corporation has been duly authorized to execute and deliver this Second Supplemental Facilities Lease, the Second Supplemental Ground Lease and the Second Supplemental Agreement and further represents and covenants that this Second Supplemental Facilities Lease, the Second Supplemental Ground Lease and the Second Supplemental Agreement constitute valid and binding obligations of the Corporation enforceable in accordance with their terms;

(b) The execution and delivery of this Second Supplemental Facilities Lease, the Second Supplemental Ground Lease and the Second Supplemental Agreement, and compliance with the provisions thereof and hereof, will not conflict with or constitute on the part of the Corporation a violation of, breach of, or default under any statute, indenture, mortgage, declaration or deed of trust, loan agreement or other agreement or instrument to which the Corporation is a party or by which the Corporation is bound or any order, rule or regulation of any court or Governmental Agency or body having jurisdiction over the Corporation or any of its activities or properties; and all consents, approvals and authorizations which are required of the Corporation for the consummation of the transactions contemplated thereby and hereby have been or timely will be obtained;

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Corporation, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Second Supplemental Facilities Lease, the Second Supplemental Ground Lease or any agreement or instrument to which the Corporation is a party;

(d) The Corporation will not take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on any of the Series 2017 Bonds or the Series 2022 Bonds to be included in gross income for federal income tax purposes.

Section 5. Waiver and Disclaimer of Warranties.

(a) The Board acknowledges that the Corporation has not made any representations or warranties as to the suitability or fitness of the Facilities for the needs and purposes of the Board or for any other purpose.

(b) The Board further declares and acknowledges that the Corporation in connection with this Second Supplemental Facilities Lease, does not warrant that the Facilities are free from redhibitory or latent defects or vices and releases the Corporation of any liability for redhibitory or latent defects or vices under Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Article 2695. The Board declares and acknowledges that it does hereby waive the warranty of fitness for intended purposes and guarantee against hidden or latent redhibitory defects and vices under Louisiana law, including Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Article 2695, and the warranty imposed by Louisiana Civil Code Articles 2476 and 2695, and waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, et seq. The Board further declares and acknowledges that this waiver has been brought to the attention of the Board and explained in detail and that the Board has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibitory defects and vices for the Facilities. Notwithstanding the foregoing, the Board hereby retains all of its rights to proceed against any third parties with respect to such defects.

(c) The Corporation disclaims and the Board waives any warranties and representations with respect to compliance with Governmental Regulations, including Environmental Requirements, or the disposal of, or existence in, on, under, or about the Facilities of any Hazardous Substance. The Board acknowledges that the Corporation reserves in this Second Supplemental Facilities Lease all rights to recover from the Board all costs and expenses imposed on the Corporation to bring the Facilities into compliance with any Environmental Requirement, and all costs of Remediation or cleanup of such Hazardous Substance imposed on the Corporation or the Board, which shall be payable by the Board as Additional Rental hereunder to the extent imposed upon the Corporation.

Section 6. Rental

(a) The Board, for and in consideration of the Corporation entering into the Ground Lease, leasing the Facilities, undertaking the Demolition, renovating the Existing Facilities and designing, developing and constructing the Additional Facilities in accordance with the Ground Lease and leasing the Facilities to the Board pursuant to the terms hereof, hereby covenants and agrees to pay the Base Rental and Additional Rental in the amounts, subject to amounts for which the Board is entitled to a credit as described in Section 6(d) hereof, at the times and in the manner set forth herein, such amounts constituting in the aggregate the total of the rental payable under this Second Supplemental Facilities Lease. The obligation of the Board to make Base Rental and Additional Rental payments shall commence on the Commencement Date.

(b) The Board agrees to pay Base Rental from Lawfully Available Funds. Payments of Base Rental shall be due on the dates and in the amounts as hereinafter provided:

(i) At such time as may be required by the Tax Regulatory Agreement but not less often than annually, to the Rebate Fund the amount required to be deposited thereunder;

(ii) With respect to the Bonds on a *pro rata* basis:

(1) Fixed Rate Bonds, on the twenty-fifth (25th) day of each month, commencing _____ 25, 2022, an amount equal to _____ (____) of the interest due and payable on December 1, 2022, and on the twenty-fifth (25th) day of each month thereafter, an amount equal to one-sixth (1/6th) of the interest due and payable on such Fixed Rate Bonds on the next June 1 and December 1, or such lesser amount that, together with amounts already on deposit in the Fixed Rate Interest Account of the Debt Service Fund, will be sufficient to pay interest on such Fixed Rate Bonds on such Interest Payment Date;

(2) Variable Rate Bonds, two (2) Business Days prior to each Interest Payment Date, commencing on the Interest Payment Date immediately succeeding the applicable Variable Rate Conversion Date, an amount equal to the interest due and payable on the Variable Rate Bonds on such Interest Payment Date or such lesser amount that, together with amounts already on deposit in the applicable Interest Account of the Debt Service Fund, will be sufficient to pay interest on such Variable Rate Bonds on such Interest Payment Date;

(3) Lender Rate Bonds, on a *pro rata* basis on the twenty-fifth (25th) day of each month, commencing _____ 25, 2022, into the Lender Rate Interest Account of the Lender Rate Debt Service Fund, an amount equal to one-sixth (1/6th) of the interest due and payable on the Series 2017 Bonds on the next June 1, and December 1, commencing December 1, 2017, or such lesser amount that, together with amounts already on deposit in the Lender Rate Interest Account of the Lender Rate Debt Service Fund will be sufficient to pay interest on such Lender Rate Bonds on such Interest Payment Date;

(iii) With respect to the Bonds on a *pro rata* basis:

(1) Fixed Rate Bonds, on the twenty-fifth (25th) day of each month, commencing _____ 25, 2022, an amount equal to _____ (____) of the principal due and payable on [June 1, 2023], and on the twenty-fifth (25th) day of each month thereafter, an amount equal to one-twelfth (1/12th) of the principal due and payable on such Fixed Rate Bonds on the next June 1, or such lesser amount that, together with amounts already on deposit in the Fixed Rate Principal Account of the Debt Service Fund, will be sufficient to pay principal on such Fixed Rate Bonds on such Principal Payment Date

(2) Lender Rate Bonds, on the twenty-fifth (25th) day of each month, commencing _____ 25, 2022, into the Lender Rate Principal Account of the Lender Rate Debt Service Fund an amount equal to one-twelfth (1/12th) the principal of the Lender Rate Bonds payable on the next Principal Payment Date, commencing June 1, 20__;

(iv) On the twenty-fifth (25th) day of each month following any drawing or a deficiency in accordance with Section 4.21(c) of the Indenture on the Debt Service Reserve Fund, an amount equal to the lesser of (i) one twelfth (1/12th) of the amount necessary to cause the amount on deposit in the Debt Service Reserve Fund to equal the Debt Service Reserve Fund Requirement within twelve (12) months or (ii) the excess of the Debt Service Reserve Fund Requirement over the amount on deposit in the Debt Service Reserve Fund;

(v) On the due date thereof, subject to the subordination provisions in the Indenture, any Termination Payment; provided, however, that (i) such amount shall be paid to the extent that all amounts due through the end of such Fiscal Year under items (i) through (v) above have been paid in full; and (ii) no amounts shall have been or be paid with respect to any item having a lower priority in Section 4.8 of the Indenture in such Fiscal Year or any subsequent Fiscal Year unless and until such Termination Payment has been paid in full, together with any accrued interest. Nothing in this provision shall prevent the Issuer, the Corporation and the Board from providing for the payment of any Termination Payment from the proceeds of bonds or any other source lawfully available and deemed advisable by such parties;

(vi) To the extent available from the receipt of sufficient Rents by the Board and designation in its budget as Lawfully Available Funds for the prior Fiscal Year, annually, no later than July 15, to the Replacement Fund, an amount necessary to comply with the requirements of the Indenture;

(vii) To the extent available from the receipt of sufficient Rents by the Board and designation in its budget as Lawfully Available Funds for the prior Fiscal Year, annually, no later than

July 15, commencing no later than July 15, 2020, an amount necessary to comply with the provisions of Section 4.25 of the Series 2007 Indenture.

(c) In addition to the Base Rental set forth herein, the Board agrees to pay as Additional Rental any and all expenses, of every nature, character, and kind whatsoever, incurred by the Corporation on behalf of the Board and/or by the Board or the University in the management, operation, ownership, and/or maintenance of the Facilities, including but not limited to the following costs and expenses:

(i) all taxes, assessments and impositions against the Facilities, including without limitation ad valorem taxes attributed to the Corporation on behalf of the Board (and any tax levied in whole or in part in lieu of or in addition to ad valorem taxes);

(ii) any costs incurred by the Corporation in maintaining the Facilities for the Board and making any alterations, restorations and replacements to the Facilities;

(iii) insurance premiums and other charges for insurance obtained with respect to the Facilities including insurance premiums, if any, on all insurance required under the provisions of Section 9 of this Second Supplemental Facilities Lease;

(iv) any Default or Delay Rentals;

(v) all costs incurred by the Corporation in connection with its performance of its obligations relating to the Facilities and/or the Land under the Ground Lease and this Second Supplemental Facilities Lease;

(vi) all Administrative Expenses owed by or to the Issuer, the Trustee or any other party to whom Administrative Expenses are to be paid;

(vii) Litigation Expenses, if any, incurred pursuant to Section 43 hereof;

(viii) any reimbursement amounts payable pursuant to Section 20 hereof or pursuant to any other provision hereof;

(ix) any other costs, charges, and expenses commonly regarded as ownership, management, maintenance, and operating expenses, if any, incurred by the Corporation under this Second Supplemental Facilities Lease; and

(x) any deficiency in the Escrow Fund pursuant to Section 2(d) of the Escrow Agreement (as defined in the Indenture) by and between the Issuer and the Escrow Trustee (as defined in the Indenture).

Amounts constituting Additional Rental payable hereunder shall be paid by the Board directly to the person or persons to whom such amounts shall be due. The Board shall pay all such amounts when due or within thirty (30) days after notice in writing from the Corporation or the Trustee to the Board stating the amount of the Additional Rental then due and the purpose thereof.

(d) The Board shall be entitled to a credit against and reduction of each Base Rental payment in an amount equal to any amounts derived from the following sources:

(i) Accrued interest derived from the sale of the Bonds, if any;

(ii) Surplus moneys (including investment earnings) contained in the funds and accounts held by the Trustee under the Indenture, including the Debt Service Fund, the Debt Service Reserve Fund, the Replacement Fund and the Surplus Fund;

(e) Notwithstanding any other provision of this Second Supplemental Facilities Lease, the obligation of the Board to make payments under this Second Supplemental Facilities Lease, including payments of Base Rental and Additional Rental, shall be subject to, and dependent upon, designation of Lawfully Available Funds necessary to make the payments required under this Second Supplemental Facilities Lease. The Vice President for Business and Finance of the Board shall cause the University to include in the Budget and, if necessary, any amendments to the Budget, an amount of Lawfully Available Funds sufficient to make the payments of Base Rental and Additional Rental described herein which amounts may or may not ultimately be designated by the Board for such purpose. Subject to the foregoing and Section 29 hereof, the obligations of the Board to make payments pursuant to this Second Supplemental Facilities Lease, and to perform and observe the other agreements and covenants on its part contained herein, shall be absolute and unconditional and shall not be subject to any diminution, abatement, set-off, or counterclaim. Subject to the foregoing and Section 29 hereof, until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with this Second Supplemental Facilities Lease, the Board shall not suspend or discontinue payment of Rental or any other payments pursuant to this Second Supplemental Facilities Lease for any cause, and shall continue to perform and observe all of its agreements contained in this Second Supplemental Facilities Lease. The Corporation and the Board acknowledge and agree that the obligation of the Board to pay Rental shall constitute a current expense of the Board payable by the Board from funds budgeted and designated in accordance with law for and in consideration of the right to use the Facilities during the Term and that such obligation shall not in any manner be construed to be a debt of the Board in contravention of any constitutional or statutory limitations or requirements concerning indebtedness of the Board and nothing contained herein shall constitute a pledge, lien or encumbrance upon any specific tax or other revenues of the Board.

(f) The payments of Base Rental and Additional Rental under this Second Supplemental Facilities Lease for each Fiscal Year or portion thereof during the Term shall constitute the total Rental for such Fiscal Year or portion thereof and shall be paid by the Board for and in consideration of the construction by the Corporation of the Facilities and the right to the use and occupancy of the Facilities by the Board for and during such Fiscal Year or portion thereof.

(g) Amounts necessary to pay each Base Rental payment shall be deposited by the Board on the dates set forth in Section 6(b) hereof in lawful money of the United States of America at the office of the Trustee or at such other place or places as may be established by the Corporation and/or Trustee in accordance with the Indenture. Any amount necessary to pay any Base Rental payment or portion thereof which is not so deposited shall remain due and payable until received by the Trustee. Notwithstanding any dispute between the Board and the Corporation hereunder, the Board shall make all Rental payments when due and shall not withhold payment of any Rental pending the final resolution of such dispute or for any other reason whatsoever.

(h) This Second Supplemental Facilities Lease is intended to be a triple net lease. The Board agrees that the Rental provided for herein shall be an absolute net return to the Corporation free and clear of any expenses, charges, taxes, abatements, counterclaims, reductions or set-offs whatsoever of any kind, character or nature; it being understood and agreed to by the Board that the Board shall bear responsibility for the payment of all costs and expenses associated with the ownership, management, operation, and maintenance of the Facilities. Under no circumstances will the Corporation be required to make any payment on the Board's behalf or for the Board's benefit under this Second Supplemental Facilities

Lease, or assume any monetary obligation of the Board under this Second Supplemental Facilities Lease, or with respect to the Facilities.

Section 7. Operation, Alterations, Maintenance, Repair, Replacement and Security Service.

(a) The University, at the direction of the Board, shall be responsible for ensuring that all services necessary or required in order to adequately operate the Facilities in accordance with the Permitted Use are provided and maintained. The University shall continuously operate and manage or cause to be operated and managed the Facilities from the Commencement Date and continuing for the remainder of the Term for the Permitted Use, and in accordance with all Governmental Regulations. All Rents collected by the University shall be deposited in an operating account and transferred daily to the Trustee in accordance with the Indenture.

(b) The University, at the direction of the Board, shall be responsible for maintaining the Facilities and shall make or contract or cause to be made or contracted with a suitable contractor for the making of all alterations, repairs, restorations, and replacements to the Facilities, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and theft systems, air and water pollution control and waste disposal facilities, structural roof, walls, and foundations, fixtures, equipment, and appurtenances to the Facilities as and when needed to preserve them in good working order, condition and repair (ordinary wear and tear excepted), regardless of whether such repairs, alterations, restorations or replacements are ordinary or extraordinary, foreseeable or unforeseeable, or are at the fault of the Board, the Corporation or some Other Party. All alterations, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class presently located in the Facilities.

(c) The University, at the direction of the Board, shall have the right during the Term to cause the Corporation or some other Party to make or construct any additions or improvements to the Facilities, alter the Facilities, attach fixtures, structures, or signs to or on the Facilities, and affix personal property to the Facilities without the Corporation's prior written consent to the extent allowed under the terms of any insurance covering the Facilities. All such alterations, improvements, additions, attachments, repairs, restorations, and replacements of all or any portion of the Facilities shall (i) be at the sole cost and expense of the University; (ii) not reduce the then fair market value of the Facilities; (iii) be constructed in a good and workmanlike manner; and (iv) be in compliance with all Governmental Regulations.

(d) The University, at the direction of the Board, shall provide or cause to be provided all security service, custodial service, janitorial service, trash disposal, and all other services necessary for the proper upkeep and maintenance of the Facilities as required herein. The Board acknowledges that the Corporation has made no representation or warranty with respect to systems and/or procedures for the security of the Facilities, any persons occupying, using or entering the Facilities, or any equipment, furnishings, or contents of the Facilities. It is the sole responsibility of the Board, through the University to cause to be provided or to provide for the security of persons on or entering the Facilities and/or property located at the Facilities, in accordance with reasonable and prudent business practices.

Section 8. Utilities.

(a) All utilities which are used or consumed in or upon or in connection with the Facilities during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash removal, light, cable, heat, telephone, power, computer data and other utilities necessary for the operation of the Facilities (the "*Utility Service*") shall be the responsibility of the Board and/or the students, faculty, staff or Permitted Sublessees residing in the Facilities. Payments for Utility Services provided to the entire Facilities or to the common areas of the Facilities under such contract or contracts therefor as the Board

may make shall be made by the Board directly to the respective utility companies furnishing such Utility Services.

(b) The Corporation shall have no responsibility to the Board for the quality or availability of Utility Service to the Facilities, or for the cost to procure Utility Service. The Corporation shall not be in Default under this Second Supplemental Facilities Lease or be liable to the Board or any other Person for direct or consequential damage, or otherwise, for any failure in supply of any Utility Service, heat, air conditioning, elevator service, cleaning service, lighting, security, or for surges or interruptions of electricity.

Section 9. Insurance.

(a) The University, at the direction of the Board, shall cause to be secured and maintained at the University's cost and expense:

(i) A policy or policies of insurance covering the Facilities against loss or damage by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge, and against such other perils as are included in so-called "extended coverage" and against such other insurable perils as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance shall be not less than the full replacement cost of the Facilities, without deduction for depreciation. In the event that the Facilities are not repaired or replaced, insurance proceeds shall be no greater than the actual cash value (replacement cost less depreciation) of the Facilities at the time of the loss. The policy shall be adjusted to comply with any applicable co-insurance provisions of such insurance policy. Full payment of insurance proceeds shall not be contingent on the degree of damage sustained at other facilities leased by the Board. The policy or policies covering such loss must explicitly waive any co-insurance penalty.

(ii) A policy of comprehensive public liability insurance with respect to the Facilities and the operations related thereto, whether conducted on or off the Facilities, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$2,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability, water damage legal liability, motor vehicle liability for all owned and non-owned vehicles, including rented or leased vehicles.

(iii) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus, but only if steam boilers, pressure vessels or similar apparatus are installed on the Facilities, in an amount not less than \$5,000,000 with deductible provisions not exceeding \$100,000 per accident.

(iv) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the State or any agency thereof in connection with the Facilities and to cover full liability for compensation under any such act aforesaid.

(v) A policy of rental interruption insurance in the amount of at least one (1) year's rental in the event of loss of or damage to the Facilities.

(b) The Corporation shall cause to be secured and maintained a policy of title insurance insuring the Corporation's leasehold interest under the Ground Lease in an amount equal to the par amount of the Bonds.

(c) All insurance required in this Section and all renewals of such insurance (excepting self insurance or commercial insurance, through ORM) shall be issued by commercial insurers authorized to transact business in the State, and rated at least A- by Best's Insurance Reports (property/liability) or in the two highest rating categories of S&P and Moody's. All insurance policies provided or caused to be provided by the Corporation shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to the University and the Trustee; and shall, to the extent obtainable, provide that no act or omission of the Corporation or other provider of the insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

(d) All policies of liability insurance that the University is obligated to maintain according to this Second Supplemental Facilities Lease (other than any policy of worker's compensation insurance) will name the Corporation, the Trustee and such other Persons or firms as the University may be required to name from time to time as additional insureds and shall expressly provide that the policies shall not be cancelled or altered without thirty (30) days' prior written notice to the Corporation and the Trustee; and shall, to the extent obtainable, provide that no act or omission of the University or other provider of the insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. All public liability, property damage liability, and casualty policies maintained by the University shall be written as primary policies.

(e) Proceeds of insurance received and/or the amount of any loss that is self-insured with respect to destruction of or damage to any portion of the Facilities by fire, earthquake or other casualty or event shall be paid to the Trustee (or, in the case of ORM insurance, to the Board for delivery in full to the Trustee) for application in accordance with the provisions of Section 11 of this Second Supplemental Facilities Lease and the Indenture.

(f) The Corporation shall certify annually to the Trustee that all insurance policies required by this Section 9 are as of the date of such certification in place and in effect.

Section 10. Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "*Casualty*") or in consequence of any foreclosures, attachments, levies or executions; or the taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings (collectively "*Expropriation*") is expressly assumed by the Board. The Corporation and the Trustee shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs or counter claims with respect to its Base Rental, Additional Rental or any other obligation hereunder.

Section 11. Application of Insurance Proceeds; Condemnation Award.

(a) If during construction, all or any portion of the Facilities is damaged or destroyed by a Casualty, or is taken by Expropriation proceedings, the Board shall instruct the Corporation, as expeditiously as possible, to continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof; provided however, that the Corporation shall in no way be liable for any costs of the repair, restoration or replacement of the Facilities in excess of the proceeds of any insurance or of any Expropriation award received because of such Casualty or Expropriation. Following the completion of construction and acceptance of the Facilities by the Board on behalf of the Corporation, the Board shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted, the repair, restoration, or replacement thereof. The proceeds of any insurance, including the proceeds of any self-insurance fund, or of any Expropriation award or payment in lieu of Expropriation,

received on account of any damage, destruction or taking of all or any portion of the Facilities shall be delivered to the Trustee and held by the Trustee in trust (or in the case of self-insurance through ORM, as set forth in paragraph (d) below), and shall be made available for, and to the extent necessary be applied to, such restoration, repair and replacement. Any amounts so held by the Trustee shall be disbursed to pay the costs of restoration, replacement and repair of the Facilities with respect to which they are held, in each case promptly after receipt of a written request of the Corporation stating that the amount to be disbursed pursuant to such request will be used to pay costs of replacing or repairing or restoring the Facilities and that no amount previously has been disbursed by the Trustee for payment of the costs to be so paid. In making such payments, the Trustee may conclusively rely upon such written requests and shall have no liability or responsibility to investigate any matter stated therein, or for any inaccuracy or misstatement therein. In no event shall the Trustee be responsible for the adequacy of the plans and specifications or construction contract relating to the replacement, restoration, or repair of the Facilities, or for the improper use of moneys properly disbursed pursuant to request made under this Section. Any proceeds remaining on deposit with Trustee following completion of the repairs, restoration or replacement of the Facilities shall be paid by Trustee in accordance with the terms of the Indenture.

(b) In the event the proceeds of any insurance, and any additional funds deposited with the Trustee, are insufficient to fully repair, restore or replace the Facilities, the proceeds shall be paid to the Board for immediate delivery to Trustee and used to redeem the Outstanding Bonds.

(c) Notwithstanding the foregoing, the Corporation's obligation to replace the Facilities in the event of Expropriation Proceedings is dependent on the Board entering into a lease of a different portion of the Campus as provided in Section 13.03 of the Ground Lease. In the event it is necessary to restore or replace the Facilities in a different location because of the Expropriation of all or a portion of the Facilities, the Corporation and the Board agree to amend or enter into a new Facilities Lease and Ground Lease in accordance with Sections 13.03 of the Ground Lease. In the event the Board, pursuant to the Ground Lease, decides not to repair, restore or replace the Facilities for any reason, all insurance proceeds received or payable as a result of such Casualty, or all proceeds received or payable as a result of Expropriation proceedings (including payments received or payable in lieu of Expropriation) shall be paid to the Board for immediate delivery to the Trustee and applied to the prepayment of the Bonds in accordance with the terms of the Indenture, and this Second Supplemental Facilities Lease and the Ground Lease shall terminate on the date that the events described in Section 2 (a) or 2 (b) hereof have occurred.

(d) In the event that ORM insures the Facilities, the Board shall use the insurance proceeds received from ORM in accordance with Policy and Procedure Memorandum Number 10 (requiring invoices to be submitted to ORM for payment to vendors, or alternatively, production of invoices paid by the Board to ORM for reimbursement of vendor payments) to effect the repair, restoration or replacement of the Facilities.

Section 12. Encumbrances.

(a) *Payment by the Board.* The Board shall pay or cause to be paid all costs and charges for alterations, improvements, additions, repairs and maintenance (the "Work") (i) done by the Board or caused to be done by the Board in or to the Facilities, and (ii) for all materials furnished for or in connection with such Work. The Corporation reserves all rights to collect for any loss or damage sustained or incurred by the Corporation resulting from any and all Encumbrances, demands or liabilities arising on account of the Work, which shall be payable by the Board as Additional Rent hereunder.

(b) *Failure to Discharge.* If the Board fails to pay any charge for which an Encumbrance has been filed, and the Facilities or any portion thereof is placed in imminent danger of being seized, the

Corporation may, but shall not be obligated to, pay such charge and related costs and interest, and the amount so paid, together with reasonable Legal Expenses incurred in connection with such Encumbrance, will be immediately due from the Board to the Corporation as Additional Rental. Nothing contained in this Second Supplemental Facilities Lease will be deemed the consent or agreement of the Corporation to subject the Corporation's interest in the Facilities to liability under any Encumbrance, or any mechanics', materialman's or other lien law. If the Board receives written notice that an Encumbrance has been or is about to be filed against the Facilities, or that any action affecting title to the Facilities has been commenced on account of Work done by or for the Board or for materials furnished to or for the Board, it shall immediately give the Corporation Notice of such notice.

(c) *Notice of Work.* At least fifteen (15) days prior to the commencement of any Work in or to the Facilities, by or for the University, the University shall give the Corporation Notice of the proposed Work and the names and addresses of the Persons supplying labor and materials for the proposed Work. The Corporation will have the right to post notices of nonresponsibility or similar written notices on the Facilities in order to protect the Facilities against any such claimants.

Section 13. Assignment and Sublease.

(a) Neither this Second Supplemental Facilities Lease nor any interest of the Board in the Facilities shall be mortgaged, pledged, assigned or transferred by the Board by voluntary act or by operation of law, or otherwise; provided, however, the Board may sublease all or any portion of the Facilities, or grant concessions involving the use of all or any portion of the Facilities, whether such concessions purport to convey a leasehold interest or a license to use all or a portion of the Facilities to any University student, faculty, staff or Permitted Sublessee. No such concession, leasehold interest or license to use the Facilities shall be granted to any University students, faculty or staff for a term of more than one (1) year, or to any Permitted Sublessee for a term of more than one (1) month, excluding Sodexo Operations, L.L.C., which shall enter into a separate lease agreement with the Board, on behalf of the University for the portion of the Additional Facilities that comprises the convenience store. The Board shall, however, at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Second Supplemental Facilities Lease (including, without limitation, the payment of Base Rental and Additional Rental), notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the Board from its obligations to pay Base Rental and Additional Rental as provided in this Second Supplemental Facilities Lease or to relieve the Board from any other obligations contained herein. Other than subleases to University students, faculty, staff and Permitted Sublessees, in no event will the Board sublease or permit the use of all or any part of the Facilities to any person without an opinion of Bond Counsel that such will not cause interest on the Bonds to be included in the gross income of the owners of the Series 2017 Bonds or the owners of the Series 2022 Bonds for federal income tax purposes.

(b) The Corporation shall, concurrently with the execution hereof, assign all of its right, title and interest in and to this Second Supplemental Facilities Lease, including without limitation its right to receive Base Rental payable hereunder, to the Issuer pursuant to the Agreement, and the Issuer will in turn assign its rights under this Second Supplemental Facilities Lease to the Trustee pursuant to the Indenture. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith. Anything required or permitted to be done by the Corporation under this Second Supplemental Facilities Lease may be done by the Trustee under the Indenture.

(c) Except as set forth in Section 13(b) hereof, the Corporation shall not sell or assign its interest in the Facility or this Second Supplemental Facilities Lease without the prior written consent of the Board.

Section 14. Additions and Improvements Removal.

(a) At the expiration of the Term, or termination of this Second Supplemental Facilities Lease, all alterations, fixtures, improvements and additions made by the Board or the University and all equipment placed upon the Facilities that are incorporated into or made into component parts of the Facilities, as well as, title to all property, furniture, equipment, fixtures, and other property installed at or placed upon the Facilities by the Board which is not incorporated into or made a component part of the Facilities remain the property of the Board.

(b) The Board hereby agrees to replace such property from time to time as such property becomes worn out, obsolete, inadequate, unsuitable or undesirable. The Board may add to or remove such property from time to time, and upon expiration of the Term, provided that the Board repairs any damage to the Facilities caused by such removal.

Section 15. Right of Entry. Representatives of the Corporation shall, subject to reasonable security precautions, and upon giving the Board not less than twenty-four (24) hours advance Notice, have the right to enter upon the Facilities during reasonable business hours (and in emergencies without notice and at all times) accompanied by a Board Representative (i) to inspect the same, (ii) for any purpose connected with the rights or obligations of the Corporation under this Second Supplemental Facilities Lease, or (iii) for all other lawful purposes. Any right of access to any portion of the Facilities leased to the students, faculty, staff or Permitted Sublessees shall be subject to their rights pursuant to their rental agreements and University policy.

Section 16. Mortgage Prohibition. Except as set forth in the Indenture, the Ground Lease and the Agreement, the Corporation shall not be entitled to mortgage or grant a security interest in the Facilities.

Section 17. Sale of Facilities; Attornment; and Conveyance and Transfer of the Corporation's Interest.

(a) If a person other than the Corporation shall succeed to the rights of the Corporation hereunder (in any case with the prior written consent of the Board as required hereby), upon the declaration of the successor to the Corporation's interest in this Second Supplemental Facilities Lease, the Board agrees to fully attorn to and recognize any such successor as the Board's landlord under this Second Supplemental Facilities Lease upon the then existing terms of this Second Supplemental Facilities Lease, provided that such successor shall agree in writing to accept the Board's attornment and not to disturb the Board's possession so long as the Board shall observe the provisions and all covenants of this Second Supplemental Facilities Lease. This attornment provision shall inure to the benefit of any such successor and shall be self-operative upon the election and declaration by such successor, and no further instrument shall be required to give effect to the provisions. However, the Board agrees to evidence and confirm the foregoing attornment provisions by the execution and delivery of instruments in recordable form satisfactory to such successor.

(b) If the Facilities, or any part thereof, shall be sold or otherwise transferred by sale, assignment, transfer or other contract, or by operation of law or otherwise (with the prior written consent of the Board as required hereby and with an opinion of Bond Counsel that such action will not cause interest on the Series 2017 Bonds or the Series 2022 Bonds to be included in the gross income of the owner of the Series 2017 Bonds and the Series 2022 Bonds for federal tax purposes), and if such written consent specifically so provides, the Corporation shall be automatically and entirely released and discharged to the extent of the interest in or the portion of the Facilities sold, assigned or transferred from and after the effective date of such sale, assignment or transfer of all liability for the performance of any

of the covenants of this Second Supplemental Facilities Lease on the part of the Corporation thereafter to be performed. The purchaser or other transferee of the Facilities shall be deemed to have agreed to perform such covenants of the Corporation from and after the date of such assignment or sale during such transferee's period of ownership of the Corporation's interest under this Second Supplemental Facilities Lease, all without further agreement between the Corporation, its successor and the Board. The Corporation's transferee shall not be held responsible for the performance of any of the covenants of this Second Supplemental Facilities Lease on the part of the Corporation required to be performed prior to such sale and transfer, the Board reserving its rights against the Corporation for any unperformed covenants prior to such sale or transfer.

Section 18. Quiet Enjoyment. The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or the University, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Facilities during the Term and may exercise all of its rights hereunder; and the Corporation agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment and the title to the Facilities against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Second Supplemental Facilities Lease.

Section 19. Environmental Compliance and Indemnity.

(a) *Environmental Compliance.* The Board or the University shall operate or cause to be operated the Facilities in compliance with all Environmental Requirements continuously during the Term, and for such periods of time prior to the Commencement Date and after the Expiration Date, as long as the Board is in possession of the Facilities, in whole or in part. The Board shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Facilities or the Land, except for such Hazardous Substance as is necessary or useful to the operation of the Facilities.

(b) *The Board's Liability.* If the Board fails to comply with any of the foregoing warranties, representations, and covenants, and removal or Remediation of any Hazardous Substance found on the Facilities is required by Environmental Requirements or Governmental Authority, the Board shall promptly undertake the removal or Remediation of such Hazardous Substance, at the Board's sole cost and expense. In the event the Board fails or refuses to undertake such removal or Remedial actions, the Corporation may cause the removal or Remediation (or other cleanup reasonable acceptable to the Corporation) of any such Hazardous Substance from the Land or the Facilities. The reasonable costs of removal, Remediation, or any other cleanup (including transportation and storage costs) will be considered as Additional Rental under this Second Supplemental Facilities Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable within ninety (90) days of written demand by the Corporation. In connection therewith, the Board will give the Corporation, its agents, and employees access to the Facilities to remove, remediate, or otherwise clean up any Hazardous Substance. The Corporation, however, has no affirmative obligation to remove, remediate, or otherwise clean up any Hazardous Substance, and this Second Supplemental Facilities Lease will not be construed as creating any such obligation. The Board hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of any Hazardous Substance located in or about the Facilities by the Board.

Section 20. The Corporation's Reservation of Rights.

(a) The Corporation hereby reserves all of its rights to recover from the Board for any and all Claims asserted against the Corporation, including Litigation Expenses arising out of or by reason of:

(i) any injury to or death of any person or damage to property occurring on or about the Facilities occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Board in connection with the operation and management of the Facilities; or

(ii) any failure, breach, or default on the part of the Board in the performance of or compliance with any of the obligations of the Board under the terms of this Second Supplemental Facilities Lease.

(b) Notwithstanding the fact that it is the intention of the parties that the Corporation shall not incur any pecuniary liability by reason of the terms of this Second Supplemental Facilities Lease or the undertakings required of the Corporation hereunder, nevertheless, if the Corporation should incur any such pecuniary liability, then in that event, the Corporation shall be entitled to assert all rights and remedies granted in law or in equity to recover from the Board the amount of any pecuniary liability incurred by the Corporation, plus all Litigation Expenses incurred in defense of such liability to the extent subject to indemnification pursuant to Subsection (a) above.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Corporation contained in this Second Supplemental Facilities Lease or any Claim based thereon against the Corporation or of any successor thereto or member thereof, either directly or through the Corporation whether by virtue of any constitutional provision, statute, or rule of law. This Second Supplemental Facilities Lease and the obligations of the Corporation hereunder, and any Claim asserted against the Corporation are solely corporate obligations, and the enforcement of any obligation or Claim shall be limited solely to the Corporation's interest in the Facilities. No personal liability shall attach to, or be incurred by, any officer, director, agent, employee or member of the Corporation and the Board acknowledges that all personal liability of any character against every such officer, director, agent, employee or member by the execution of this Second Supplemental Facilities Lease, is expressly waived and released. The immunity of any officer, director, agent, employee or member of the Corporation under the provisions contained in this Section 20 shall survive any acquisition of the Facilities by the Board and the expiration or other termination of this Second Supplemental Facilities Lease.

Section 21. Default by the Board.

(a) If (i) the Board shall fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Section 6 hereof by the close of business on the day such deposit is required pursuant to Section 6 hereof, and shall fail to remedy such breach within five (5) days thereof, but in no event later than the date on which such payment is required to enable the Corporation to make payment on the Bonds (without use of moneys held in the Debt Service Reserve Fund) or Termination Payments, or (ii) the Board shall fail to pay or discharge any monetary obligation under this Second Supplemental Facilities Lease (other than the payment of Base Rental) as and when due, or within thirty (30) days after receipt of Notice from the Corporation that such sums are due and owing; or (iii) the Board shall breach any non-monetary terms, covenants or conditions herein, and shall fail to remedy any such breach with all reasonable dispatch within a reasonable period of time (or such longer period as the Trustee may approve) after written notice thereof from the Corporation to the Board, then and in any such event the Board shall be deemed to be in default hereunder, and the Corporation shall have the right, at its option, without any further demand or notice to terminate this Second Supplemental Facilities Lease on the earliest date permitted by law or on any later date specified in any Notice given to the Board, in which case the Board's right to possession of the Facilities will cease and this Second Supplemental Facilities Lease will be terminated, without, however, waiving the Corporation's right to collect all Rental and other payments due or owing for the period up to the time the Corporation regains possession (which have been approved for payment under this Second Supplemental Facilities Lease, but not paid by the Board), and to enforce other obligations of the Board which survive termination of this Second Supplemental Facilities Lease,

and in such event the Corporation may without any further demand or notice re-enter the Facilities and eject all parties in possession thereof, subject to the rights of students, faculty, staff and Permitted Sublessees. The foregoing remedies of the Corporation are in addition to and not exclusive of any other remedy of the Corporation. Any such re-entry shall be allowed by the Board without hindrance, and the Corporation shall not be liable in damages for any such re-entry or be guilty of trespass. The Corporation understands and agrees that upon its termination of the Board's right to possession of the Facilities or termination of this Second Supplemental Facilities Lease, the Corporation upon its re-entry of the Facilities shall only be allowed to use the Facilities for the Permitted Use and shall be subject to all applicable Governmental Regulations heretofore or hereafter enacted by any Governmental Authority relating to the use and operation of the Facilities.

(b) Notwithstanding any other provision of this Second Supplemental Facilities Lease, in no event shall the Corporation have the right to accelerate the payment of any Base Rental payment hereunder.

(c) Notwithstanding any other provision of this Second Supplemental Facilities Lease, a failure of the Board to deposit with the Trustee the portion of Base Rental required to be so deposited pursuant to Section 6(b), subsections (vii) and (viii) hereof shall not constitute an Event of Default under this Section 21.

(d) Notwithstanding anything contained in this Section 21 to the contrary, a failure by the Board to pay when due any payment required to be made under this Second Supplemental Facilities Lease or a failure by the Board to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Second Supplemental Facilities Lease, resulting from a failure by the Board to designate moneys shall not constitute an Event of Default under this Section 21 and the Corporation shall not have any of the remedial rights set forth in this Section 21. Notwithstanding the foregoing, in such event the Board acknowledges that this Second Supplemental Facilities Lease shall terminate and the Board shall immediately vacate the Facilities, and deliver the Facilities to the Corporation.

Section 22. Cumulative Remedies. Each right and remedy provided for in this Second Supplemental Facilities Lease is cumulative and is in addition to every other right or remedy provided for in this Second Supplemental Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Corporation of any one or more of the rights or remedies provided for in this Second Supplemental Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the Corporation of any or all other rights or remedies provided for in this Second Supplemental Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by the Corporation in collecting any amounts and damages owing by the Board pursuant to the provisions of this Second Supplemental Facilities Lease or to enforce any provision of this Second Supplemental Facilities Lease, including reasonable Litigation Expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by the Corporation, will also be recoverable by the Corporation from the Board. The waiver by the Corporation of any breach by the Board and the waiver by the Board of any breach by the Corporation of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 23. Option to Purchase. For and in consideration of the obligations of the Board under this Second Supplemental Facilities Lease, the mutual undertakings of the parties, the receipt and adequacy of which is hereby acknowledged, the Corporation grants to the Board an exclusive and irrevocable option to purchase for the price and on the terms, provisions, stipulations and conditions

hereinafter set forth, all but not less than all of the Corporation's leasehold interest in the Facilities.

(a) *Effective Date.* The effective date of this Option agreement shall be the Commencement Date.

(b) *Term of Option.* The Option shall expire at midnight Central Standard Time, on the Expiration Date, or upon the termination of this Second Supplemental Facilities Lease, whichever occurs first.

(c) *Limitation on Exercise of Option.* The Board may not exercise the Option, and the Option shall be voidable, at the sole election of the Corporation, if a Default by the Board has occurred and is continuing under this Second Supplemental Facilities Lease, and the applicable time period in which the Board may cure such default has expired. Notwithstanding any provision of this Option to the contrary, the Board shall be entitled to exercise the Option as long as the Board is legally obligated to make payments of Base Rental under this Second Supplemental Facilities Lease.

(d) *Exercise of Option.* The Board may exercise the Option herein granted at any time on or before expiration of the Term, on the date the Bonds are redeemed or are defeased pursuant to Article XII of the Indenture, by Notice to the Corporation of its election to exercise the Option and purchase the Corporation's interest in and to the Facilities given not less than sixty (60) days prior to the date on which the Board desires to purchase the Facilities.

(e) *Purchase Price.* The Purchase Price shall be equal to the principal of all Bonds then Outstanding plus the interest to accrue on such Bonds plus any prepayment penalties, charges or costs for early prepayment or defeasance of the Bonds, and any Administrative Expenses owed prior to the purchase date which payments are necessary to discharge the Indenture pursuant to Article XII thereof (collectively, the "*Purchase Price*").

(f) *Effect on Facilities Lease and Ground Lease.* Upon the purchase of the Corporation's leasehold interest in the Facilities by the Board pursuant to this Option, this Second Supplemental Facilities Lease and the Ground Lease shall terminate and all of the Corporation's leasehold interest in the Land and the Facilities shall terminate.

(g) *Payment of Purchase Price.* The Board, on the purchase date, shall deposit an amount equal to the Purchase Price with the Trustee.

(i) *Conveyance.* In the event of and upon the payment of the Purchase Price and any other sums due under this Second Supplemental Facilities Lease by the Board, the Corporation will on the purchase date execute and deliver to the Board a written cancellation of the Ground Lease and this Second Supplemental Facilities Lease.

(ii) *Assignment of Contract Rights and Obligations.* The conveyance of the Corporation's leasehold interest in the Facilities shall also effect a transfer and assignment of all rights, warranties and liabilities of the Corporation under then existing contracts of any nature with respect to the Facilities.

(h) *Closing.* In the event the Option is timely exercised, notice of the Board's election to the Corporation shall constitute an irrevocable conversion of the Option into a binding obligation of the Corporation to sell its leasehold interest in the Facilities and the Board to buy the same under the terms and conditions set forth in this Section 23, and in such event, the Corporation and the Board shall have the right to demand specific performance of this agreement by the other. The closing shall occur at the offices

of the Board or its counsel, or at such other time, place, and date as agreed upon by the Corporation and the Board.

(i) *Closing Costs.* The Board shall pay all closing costs and charges incident to the conveyance of the Corporation's interest in the Land and the Facilities.

(j) *No Warranty.* The Corporation shall convey its leasehold interest in the Facilities without any warranty whatsoever of any nature. The conveyance of the leasehold interest in the Facilities shall be without any warranty as to fitness and condition, as set forth in Section 5 of this Second Supplemental Facilities Lease. Language substantially similar to the language contained in Section 5 of this Second Supplemental Facilities Lease shall be incorporated into and made a part of such conveyance. In no event shall the Corporation be responsible for any defects in title.

(k) *Default under the Option:*

(i) In the event the Option is exercised, and the Corporation fails to consummate the transactions contemplated herein for any reason, except default by the Board or the failure of the Board to satisfy any of the conditions set forth herein, the Board may, in addition to any other rights and remedies which may otherwise be available to the Board, enforce this agreement by specific performance. The Board's remedies under this Section are expressly subject to the provisions of Section 30 of this Second Supplemental Facilities Lease.

(ii) In the event the Option is exercised, and the Board fails to consummate the transactions contemplated herein for any reason, except default by the Corporation or the failure of the Corporation to satisfy any of the conditions set forth herein, the Corporation (a) may enforce this agreement by specific performance and in such action shall have the right to recover damages suffered by reason of the Board's delay; or (b) may bring suit for damages for breach of this agreement.

(iii) No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Section 23 shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any condition or any subsequent breach of the same or any other term, covenant or condition contained in this Section 23 shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

(l) *Attorney's Fees.* Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this agreement, or to recover damages for the breach of this agreement, the party prevailing in any final judgment shall have the right to collect from the losing party all Litigation Expenses incurred in enforcing such rights.

(m) *Notices.* Any notices required or permitted under this Section 23 shall be in writing and delivered either in person to the other party, or the other party's authorized agent, or by United States Certified Mail, return receipt requested, postage prepaid, to the address set forth in Section 50 of this Second Supplemental Facilities Lease, or to such other address as either party may designate in writing and delivered as herein provided.

(n) *Assignability.* Except as set forth in the Indenture, the Mortgage or the Ground Lease, the Option may not be assigned by the Corporation or its interest in the Facilities sold (subject to the Option or otherwise) to any person or entity without the Board's prior written consent, which consent may be withheld by the Board in its sole discretion.

(o) *Time of Essence*: Time is of the essence of this Option.

(p) *Binding Effect*: This Option shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

Section 24. Severability. If any provisions of this Second Supplemental Facilities Lease shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Second Supplemental Facilities Lease shall not affect the remaining portions of this Second Supplemental Facilities Lease, or any part thereof.

Section 25. Redemption of Bonds. The Corporation agrees that it will not exercise its option to redeem any Bonds pursuant to the Indenture unless the Board consents to such redemption or such redemption is to be effected with moneys derived from a source other than payments made by the Board under this Second Supplemental Facilities Lease, however, in no event shall the mandatory redemption of any Bonds pursuant to the Indenture require the consent of the Board. The Corporation further agrees that if requested by the Board it will take all actions necessary to redeem all or any portion of the Bonds designated by the Board on the first date that it may do so under the terms of the Indenture so long as the Board agrees to provide funds in an amount, and at the time, required to effect such redemption.

Section 26. Additional Debt.

(a) The Issuer, the University or the Board may issue or incur, or permit to be issued and incurred, Additional Debt to finance the construction of Future Facilities if each of the following conditions have been satisfied:

(1) no Event of Default or event which with notice for lapse of time, or both, would constitute an Event of Default shall have occurred and be continuing (unless such Event of Default or other event would be cured by such issuance or incurrence) or will occur upon the issuance or incurrence by the Board of any such obligations;

(2) the Debt Service Coverage Ratio for the most recently completed Fiscal Year, taking into account the Additional Debt proposed to be issued or incurred, would not have been less than 1.25:1.00. Such projection shall be filed with the Trustee. If the Additional Debt is being issued to finance the construction of Future Facilities, the Board may include in the calculation of Debt Service Coverage Ratio the proposed revenues to be generated by the Future Facilities; and

(3) the Debt Service Coverage Ratio set forth in Section 3(h) for the most recently completed Fiscal Year has been met.

(b) The Issuer, the University or the Board may issue or incur or permit to be issued or incurred such Additional Debt that are Refunding Bonds. Refunding Bonds may be issued under and secured by a supplement to the Indenture or a separate indenture for the purpose of providing funds for the refunding of the Bonds.

(c) Upon the request and at the expense of the Board, the Corporation shall take action as may be required to effect the issuance of Additional Debt in such amount as the Board may request as permitted by and in accordance with the provisions of the Indenture for any purpose permitted thereby.

Section 27. Execution. This Second Supplemental Facilities Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Facilities Lease.

Section 28. Law Governing. This Second Supplemental Facilities Lease is made in the State under the constitution and laws of the State and is to be governed by the laws of the State.

Section 29. Non-Designation of Funds. In the event no funds or insufficient funds are lawfully designated by the Board in its budget process in any Fiscal Year enabling the payment of Base Rental and Additional Rental due during the next succeeding Fiscal Year, the Board will immediately notify the Corporation and the Trustee of such occurrence. On the first day of the month following the Base Rental payment date on which the last payment of Base Rental can be made in full from Lawfully Available Funds, this Second Supplemental Facilities Lease shall terminate without penalty or expense to the Board of any kind whatsoever, except as to the portions of Base Rental and Additional Rental payments herein agreed upon for Fiscal Years for which sufficient funds have been lawfully designated. In the event of such termination, the Board agrees peaceably to surrender possession of the Facilities to the Corporation on the date of such termination in its original condition (normal wear and tear excepted). The Corporation will have all legal and equitable rights and remedies to take possession of the Facilities and re-let or sell the Facilities as the Corporation determines and as granted in this Second Supplemental Facilities Lease. The Board acknowledges that the Corporation's rights to take possession and to re-let or sell the Facilities under this Section 29 may be assigned to the Trustee for the benefit of the owners of the Bonds, and the Board agrees that the Trustee shall be entitled to exercise all of the rights of the Corporation under this Section 29. The event of an inability by the Board to cause the designation of sufficient funds for the payment of sums due under this Second Supplemental Facilities Lease shall not constitute a default hereunder, but shall ipso facto terminate this Second Supplemental Facilities Lease. This provision is operative notwithstanding any provisions of this Second Supplemental Facilities Lease to the contrary. The Board shall be considered in default hereunder if sufficient funds are lawfully designated for the payment of Rental required under this Second Supplemental Facilities Lease and the Board fails to use lawfully designated funds for the payment of Rental. In such event, the Corporation shall be entitled to the rights and remedies set forth in Sections 21 and 22 hereof.

Section 30. Exculpatory Provision.

(a) In the exercise of the powers of the Corporation and its trustees, officers, employees and agents under this Second Supplemental Facilities Lease and the Indenture, the Corporation shall not be accountable or liable to the Board (i) for any actions taken or omitted by it or its officers, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Second Supplemental Facilities Lease against any officer, employee or agent of the Corporation in his or her personal capacity, all such liability, if any, being expressly waived by the Board by the execution of this Second Supplemental Facilities Lease. Nothing in this Second Supplemental Facilities Lease or the Indenture is intended to require or obligate, nor shall anything herein or therein be interpreted to require or obligate, the Corporation for any purpose or at any time whatsoever, to provide, apply or expend any funds coming into the hands of the Corporation other than the funds derived from the issuance of the Bonds under the Indenture and moneys derived pursuant to the Indenture and this Second Supplemental Facilities Lease.

(b) The Board specifically agrees to look solely to the Corporation's interest in the Facilities for the recovery of any judgments from the Corporation. It is agreed that the Corporation will not be

personally liable for any such judgments, or incur any pecuniary liability as a result of this Second Supplemental Facilities Lease to the Board, or the breach of its obligations hereunder. The Corporation's liability under this Second Supplemental Facilities Lease is "in rem" as to its interest in the Facilities. The provisions contained in the preceding sentences are not intended to and will not limit any right that the Board might otherwise have to obtain injunctive relief against the Corporation or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Corporation.

Section 31. Amendments. This Second Supplemental Facilities Lease may be amended only as permitted in Article VIII of the Agreement.

Section 32. Recording. The Corporation covenants and agrees that it will promptly record and from time to time re-record a memorandum in recordable form attached hereto and made a part hereof as Exhibit A of this Second Supplemental Facilities Lease and all amendments or supplements hereto in such manner and in such places as may be required by law in order to fully protect and preserve the security of the holders or owners of the Bonds. Such memorandum shall be filed for record in Lafourche Parish, Louisiana.

Section 33. Construction Against Drafting Party. The Corporation and the Board acknowledge that each of them and their counsel have had an opportunity to review this Second Supplemental Facilities Lease and that each Party was responsible for the drafting thereof.

Section 34. Time of the Essence. Time is of the essence of each and every provision of this Second Supplemental Facilities Lease.

Section 35. No Waiver. The waiver by the Corporation of any agreement, condition, or provision contained in this Second Supplemental Facilities Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Second Supplemental Facilities Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Second Supplemental Facilities Lease be construed to waive or to lessen the right of the Corporation to insist upon the performance by the Board in strict accordance with the terms of this Second Supplemental Facilities Lease. The subsequent acceptance of Rental by the Corporation will not be deemed to be a waiver of any preceding breach by the Board of any agreement, condition, or provision of this Second Supplemental Facilities Lease, other than the failure of the Board to pay the particular Rental so accepted, regardless of the Corporation's knowledge of such preceding breach at the time of acceptance of such Rental.

Section 36. Survival. To the extent permitted by law and to the extent such will not constitute the incurrence of debt by the Board, all of the Corporation's remedies and rights of recovery under Sections 19 and 20 of this Second Supplemental Facilities Lease shall survive the Term and/or the purchase of the Facilities by the Board under the Option.

Section 37. Counterparts. This Second Supplemental Facilities Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

Section 38. Estoppel Certificates. At any time and from time to time but within ten (10) days after prior written request by the Corporation, the Board will execute, acknowledge, and deliver to the Corporation, promptly upon request but only to the extent accurate, a certificate certifying (i) that this Second Supplemental Facilities Lease is unmodified and in full force and effect or, if there have been modifications, that this Second Supplemental Facilities Lease is in full force and effect, as modified, and

stating the date and nature of each modification; (ii) the date, if any, to which Rental and other sums payable under this Second Supplemental Facilities Lease have been paid; (iii) that no Notice of any default has been delivered to the Corporation which default has not been cured, except as to defaults specified in said certificate; (iv) that there is no Event of Default under this Second Supplemental Facilities Lease or an event which, with Notice or the passage of time, or both, would result in an Event of Default under this Second Supplemental Facilities Lease, except for defaults specified in said certificate; and (v) such other matters as may be reasonably requested by the Corporation. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Facilities or any part thereof. The Board's failure to notify the Corporation of any inaccuracies in the proposed certificate within the specified time period shall be conclusive evidence that the matters set forth in the certificate are accurate and correct.

Section 39. Waiver of Jury Trial. The Corporation and the Board waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Second Supplemental Facilities Lease against the other on any matters whatsoever arising out of or in any way connected with this Second Supplemental Facilities Lease, the relationship of the Corporation and the Board, the Board's use or occupancy of the Facilities, or any other Claims, and any emergency statutory or any other statutory remedy.

Section 40. Written Amendment Required. No amendment, alteration, modification of, or addition to this Second Supplemental Facilities Lease will be valid or binding unless expressed in writing and signed by the Corporation and the Board and consented to the extent required by Article VIII of the Agreement.

Section 41. Entire Agreement. This Second Supplemental Facilities Lease, the Series 2007 Facilities Lease and the exhibits and addenda attached hereto, if any, contain the entire agreement between the Corporation and the Board. No promises or representations, except as contained in this Second Supplemental Facilities Lease and the Series 2007 Facilities Lease, have been made to the Board respecting the condition or the manner of operating the Facilities.

Section 42. Signs. The Board may attach any sign on any part of the Facilities, or in the halls, lobbies, windows, or elevator banks of the Facilities, without the Corporation approval. The Board may name the Facilities and change the name, number, or designation of the Facilities, without the Corporation's prior consent.

Section 43. Litigation Expenses. The Board will pay the Corporation as Additional Rental all reasonable Litigation Expenses and all other reasonable expenses which may be incurred by the Corporation in enforcing any of the obligations of the Board under this Second Supplemental Facilities Lease, in exercising its rights to recover against the Board for loss or damage sustained in accordance with the provisions of this Second Supplemental Facilities Lease, or in any litigation or negotiation in which the Corporation shall, without its fault, become involved through or because of this Second Supplemental Facilities Lease.

Section 44. Brokers. The Corporation and the Board respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Facilities.

Section 45. No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on any of the lands constituting the Facilities, or on lands adjacent to the Facilities, will in no way affect this Second Supplemental Facilities Lease or impose any liability on the Corporation. This Second Supplemental Facilities Lease does not grant any rights to light,

view and/or air over the Facilities whatsoever.

Section 46. Binding Effect. The covenants, conditions, and agreements contained in this Second Supplemental Facilities Lease will bind and inure to the benefit of the Corporation and the Board and their respective permitted successors and assigns.

Section 47. Rules of Interpretation. The following rules shall apply to the construction of this Second Supplemental Facilities Lease unless the context requires otherwise: (a) the singular includes the plural and the plural includes the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words “including” “includes” and “include” shall be deemed to be followed by words “without limitation”; (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivision of sections), exhibits, appendices, annexes or schedules are to those of this Second Supplemental Facilities Lease unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments; (h) references to Persons include their respective successors and assigns to the extent successors or assigns are permitted or not prohibited by the terms of this Second Supplemental Facilities Lease; (i) any accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (j) “or” is not exclusive; (k) provisions apply to successive events and transactions; (l) references to documents or agreements which have been terminated or released or which have expired shall be of no force and effect after such termination, release, or expiration; (m) references to mail shall be deemed to refer to first-class mail, postage prepaid, unless another type of mail is specified; (n) all references to time shall be to Hammond, Louisiana time; (o) references to specific persons, positions, or officers shall include those who or which succeed to or perform their respective functions, duties, or responsibilities; and (p) the terms “herein”, “hereunder” “hereby” “hereof,” and any similar terms refer to this Second Supplemental Facilities Lease as a whole and not to any particular articles, section or subdivision hereof.

Section 48. Relationship of Parties. The relationship of the Parties shall be one of lessor and lessee only, and shall not be considered a partnership, joint venture, license arrangement or unincorporated association. The Corporation is not controlled by the Board or under the control of any Person also in control of the Board.

Section 49. Law Between the Parties. This Second Supplemental Facilities Lease shall constitute the law between the Parties, and if any provision of this Second Supplemental Facilities Lease is in conflict with the provisions of “Title IX - Of Lease” of the Louisiana Civil Code, Articles 2669 through 2777, inclusive, the provisions of this Second Supplemental Facilities Lease shall control.

Section 50. Notices. All notices, filings and other communications (“*Notice*”) shall be in writing and shall be sufficiently given and served upon the other parties if delivered by hand directly to the persons at the addresses set forth below, or shall be sent by first class mail, postage prepaid, addressed as follows:

The Corporation:

NSU Facilities Corporation
101 St. Louis Street
Thibodaux, LA 70301
Attention: Chairman

The Board:

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

With copies at the same time to:

Nicholls State University
P. O. Box 2070
Thibodaux, LA 70301
Attention: Vice President for Finance and Administration

Trustee:

Regions Bank
400 Poydras Street, Suite 2200
New Orleans, LA 70130
Attention: Corporate Trust

Section 51. Third Party Beneficiaries. It is specifically agreed between the parties executing this Second Supplemental Facilities Lease that it is not intended by any of the provisions of any part of this Second Supplemental Facilities Lease to make the public or any member thereof, other than the Trustee, and except as expressly provided herein or as contemplated in this Second Supplemental Facilities Lease, a third party beneficiary hereunder, or to authorize anyone not a party to this Second Supplemental Facilities Lease to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Second Supplemental Facilities Lease. The duties, obligations and responsibilities, if any, of the parties to this Second Supplemental Facilities Lease with respect to third parties shall remain as imposed by law.

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IN WITNESS WHEREOF, the undersigned representative has signed this Second Supplemental Agreement to Lease with Option to Purchase on behalf of NSU Facilities Corporation on the ____ day of _____, 2022.

WITNESSES:

NSU FACILITIES CORPORATION

Print Name: _____

By: _____
Joseph P. Kolwe, Chairman

Print Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary Identification Number: _____

Lifetime Commission

IN WITNESS WHEREOF, the undersigned representative has signed this Second Supplemental Agreement to Lease with Option to Purchase on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2022.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Dr. John Clune, Jr., President
Nicholls State University and
Board Representative

Print Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary Identification Number: _____

Lifetime Commission

EXHIBIT A

MEMORANDUM OF SECOND SUPPLEMENTAL AGREEMENT TO LEASE
WITH OPTION TO PURCHASE

This Memorandum of Second Supplemental Agreement to Lease with Option to Purchase (this “*Memorandum*”) is entered into by and between NSU Facilities Corporation (“*Lessor*”) and the Board of Supervisors for the University of Louisiana System, on behalf of Nicholls State University (“*Lessee*”).

RECITALS

A. Lessor and Lessee have entered into a Second Supplemental Agreement to Lease with Option to Purchase dated as of _____ 1, 2022 (the “*Lease*”), by which Lease Lessor did lease to Lessee, and Lessee did lease from Lessor, the student housing facilities, related facilities and other campus improvements which are and will be located on the land 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 _____, 2022 and shall continue until midnight on August 1, 2049, unless sooner terminated or extended as provided in the Lease.
2. Lessor has the right under the Lease to purchase Lessee’s leasehold interest in the Facilities (as defined in the Lease) at any time during the term of the Lease in accordance with the provisions thereof.
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: NSU Facilities Corporation
101 St. Louis Street
Thibodaux, LA 70301
Attention: Chairman

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

This Memorandum is executed for the purpose of recordation in the public records of Lafourche 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. This Memorandum shall be recorded in the Conveyance Records of the Parish of Lafourche, State of Louisiana, and the parties hereto specifically authorize and request the Clerk of Court and

Register of Conveyances in and for the Parish of Lafourche, State of Louisiana, to make mention of this Memorandum in the margin of the records of the Memorandum of Facilities Lease at Instrument No. 1032760, CB 1707, page 124.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the ____ day of _____, 2022, in Thibodaux, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Joseph P. Kolwe, Chairman, NSU Facilities Corporation, and me, Notary.

WITNESSES:

NSU FACILITIES CORPORATION

Print Name:_____

By: _____
Joseph P. Kolwe, Chairman

Print Name:_____

NOTARY PUBLIC

Printed Name:_____

Notary Identification Number: _____

Lifetime Commission

THUS DONE AND PASSED on the ____ day of _____, 2022, in Thibodaux, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Dr. John Clune, Jr., President, Nicholls State University, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name:_____

By: _____
Dr. John Clune, Jr., President
Nicholls State University and
Board Representative

Print Name:_____

NOTARY PUBLIC

Printed Name:_____

Notary Identification Number: _____

Lifetime Commission

EXHIBIT A

LAND DESCRIPTION

Tract A (Hedge Buildings):

Commencing at U.S.C. & G.S. monument "CLUB", said point being the "POINT OF COMMENCEMENT"; Thence, North 66°54'01" West a distance of 4839.08 feet to a set ¾" G.I.P., labeled P.O.B.1, said point being the POINT OF BEGINNING;

Thence, South 5°30'46" East a distance of 87.96 feet, to a set ¾" G.I.P. ;
Thence, South 3°13'08" West a distance of 76.08 feet, to a set ¾" G.I.P. ;
Thence, South 10°00'19" West a distance of 90.35 feet, to a set ¾" G.I.P. ;
Thence, South 29°26'44" West a distance of 84.59 feet, to a found 5/8" IRON ROD;
Thence, North 61°56'17" West a distance of 524.39 feet, to a set ¾" G.I.P. ;
Thence, North 74°25'33" West a distance of 27.02 feet, to a set ¾" G.I.P. ;
Thence, North 15°28'35" East a distance of 207.05 feet, to a set ¾" G.I.P. ;
Thence, South 75°20'10" East a distance of 503.01 feet, to the "P.O.B.1";
Containing 3.301 Acres.

All is more fully shown and depicted as Tract A on a plat prepared by T. Baker Smith, Inc. entitled "**Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA**" dated September 24, 2007.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1983/92 Datum).

Tract B (La Maison du Bayou & Calecas):

Commencing at U.S.C. & G.S. monument "CLUB", said point being the "POINT OF COMMENCEMENT"; Thence, North 66°54'01" West a distance of 4839.08 feet to a set ¾" G.I.P., thence South 5°30'46" East at a distance of 87.96 feet, thence South 3°13'08" West a distance of 76.08 feet to a ¾" G.I.P., thence South 10°00'19" West 90.35 feet to a ¾" G.I.P., thence South 29°26'44" West a distance of 84.59 feet to a found 5/8" Iron Rod, labeled P.O.B.2, said point being the "POINT OF BEGINNING";

Thence, South 25°12'50" West a distance of 668.09 feet to a found 5/8" IRON ROD. ;
Thence, South 61°08'11" West a distance of 122.17 feet to a found ¾" G.I.P. ;
Thence, North 83°49'58" West a distance of 563.28 feet to a set PK NAIL;
Thence, North 12°27'43" East a distance of 89.42 feet to a set ¾" G.I.P. ;
Thence, North 15°25'10" East a distance of 180.36 feet to a set ¾" G.I.P. ;
Thence, South 74°25'33" East a distance of 250.00 feet to a set Nail;
Thence, North 15°25'10" East a distance of 680.00 feet to a set ¾" G.I.P. ;
Thence, South 61°56'17" East a distance of 524.39 feet, to "P.O.B.2";
Containing 9.871 Acres.

All is more fully shown and depicted as Tract B on a plat prepared by T. Baker Smith, Inc. entitled "**Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA**" dated September 24, 2007.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1983/92 Datum).

Tract C (Millet / Zeringue, Long & Meade):

Commencing at U.S.C. & G.S. monument "CLUB", Said point being the "POINT OF COMMENCEMENT"; Thence, North 66°54'01" West a distance of 4839.08 feet to a set ¾" G.I.P., thence South 5°30'46" East a distance of 87.96 feet to a set ¾" G.I.P.; thence South 3°13'08" West a distance of 76.08 feet to a set ¾" G.I.P.; thence South 10°00'19" West a distance of 90.35 feet to a set ¾" G.I.P.; thence South 29°26'44" West a distance of 84.59 feet to a 5/8" IRON ROD; thence South 25°12'50" West a distance of 668.09 feet to a found 5/8" IRON ROD; thence South 61°08'11" West a distance of 122.17 feet to a found ¾" G.I.P.; thence North 83°49'58" West a distance of 563.28 feet to a set PK NAIL; thence North 12°27'43" East a distance of 89.42 feet to a set ¾" G.I.P.; thence North 15°25'10" East a distance of 180.36 feet to a set ¾" G.I.P., labeled P.O.B.3, said point being the "POINT OF BEGINNING";

Thence, North 15°25'10" East a distance of 680.00 feet, to a set ¾" G.I.P.;
Thence, South 74°25'33" East a distance of 250.00 feet, to a set ¾" G.I.P.;
Thence, South 15°25'10" West a distance of 680.00 feet, to a set 60d Nail;
Thence, North 74°25'33" West a distance of 250.00 feet, to the "P.O.B.3";
Containing 3.903 Acres.

All is more fully shown and depicted as Tract C on a plat prepared by T. Baker Smith, Inc. entitled "**Nicholls Facility Corporation – Survey of Leased Property Belonging to Nicholls State University, Located in Sections 33&34, T15S-R16E, Lafourche Parish, LA**" dated September 24, 2007.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1983/92 Datum).

Tract D (Ellender):

Commencing at U.S.C. & G.S. monument "CLUB" said point being the "Point of Commencement"; thence N 73° 30' 33" W a distance of 6,428.54 feet to a set ¾" GIP, said point being the "Point of Beginning";

Thence, South 15° 29' 08" West a distance of 139.37' to a set ¾" GIP;
Thence, North 74° 14' 58" West a distance of 230.57' to a set ¾" GIP;
Thence, North 14° 58' 23" East a distance of 137.55' to a set ¾" GIP;
Thence, South 74° 42' 10" East a distance of 231.80' back to the "P.O.B.";

Containing 0.735 acres and being shown on that map of survey entitled "Survey of Leased Property belonging to Nicholls State University Located in Section 32, T15S – R16E, Lafourche Parish, LA" prepared by John C. Mattingly, P.L.S., dated June 14, 2007, last revised July 13, 2007, bearing File No. 07.1422L2.DWG.

Tract E (Parking Lots 5 & 6):

Commencing at U.S.C. & G.S. monument "CLUB" said point being the "Point of Commencement"; thence N 71° 51' 49" W a distance of 6,427.47 feet to a set ¾" GIP, said point being the "Point of

Beginning”;

Thence, North 74° 28' 05" West a distance of 266.78' to a set PK Nail;
Thence, North 13° 23' 07" East a distance of 652.18' to a set ¾" GIP;
Thence, South 76° 30' 06" East a distance of 136.49' to a set ¾" GIP;
Thence, South 16° 59' 20" West a distance of 293.11' to a set ¾" GIP;
Thence, South 75° 12' 09" East a distance of 160.97' to a set ¾" GIP;
Thence, South 15° 19' 42" West a distance of 365.62' back to the "P.O.B.";

Containing 3.131 acres and being shown on that map of survey entitled "Survey of Leased Property belonging to Nicholls State University Located in Section 32, T15S – R16E, Lafourche Parish, LA" prepared by John C. Mattingly, P.L.S., dated June 14, 2007, bearing File No. 07.1422L3.DWG.

Convenience Store:

Commencing at U.S.C. & G.S. monument "CLUB", said point being the "Point of Commencement"; thence, North 77°35'20" West a distance of 6,542.07 feet to a set Railroad Spike; Said point being the "Point of Beginning";

Thence, South 75°24'48" East a distance of 113.77' to a Chiseled X;
Thence, South 15°23'56" West a distance of 89.52' to a Chiseled X;
Thence, South 69°07'23" West a distance of 14.67' to a Chiseled X;
Thence, North 74°45'56" West a distance of 100.48' to a set Railroad Spike;
Thence, North 14°32'12" East a distance of 96.79' back to the "P.O.B.";
Containing 0.252 Acres.

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

FINANCE COMMITTEE

April 21, 2022

- Item I.3.** **Northwestern State University's** request for approval to offer a new lower fee rate for its Master of Education and Post Master's Certificate in Educational Leadership programs.

EXECUTIVE SUMMARY

A group of area K-12 school superintendents have approached Northwestern about offering coursework in educational leadership for aspiring leaders within their parishes as a cohort. The school districts need to expand administrator skills in mentoring, curriculum development, culture development, assessment literacy, progress monitoring, literacy requirements, social/emotional learning for students, and mental health issues. To address school district needs, to increase enrollment, and to make Northwestern more competitive with other providers, Northwestern requests approval to charge \$280 per student credit hour for its Master of Education and Post Master's Certificate in Educational Leadership programs.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to charge \$280 per student credit hour for its Master of Education and Post Master's Certificate in Educational Leadership programs.*



NORTHWESTERN STATE

Office of the President

I.3.

April 1, 2022

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

Re: Proposed Rate Change for Master's in Ed. Leadership and Post Master's Certificate Programs

Dear Dr. Henderson:

Northwestern State University is requesting to submit the attached *Proposed Rate Change for Master's in Ed. Leadership and Post Master's Certificate Programs* to be placed on the agenda for approval at the April 2022 Board meeting:

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884



NORTHWESTERN STATE

Office of the President

April 1, 2022

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

Re: Proposed New Fee Rate for Master of Education (M.Ed.) and Post-Master's Certificate (PMC) for Educational Leadership programs

Dear Dr. Henderson:

This is to request consideration by the University of Louisiana System of a proposed new rate for contracted tuition and fee rates for enrollment in the Master of Education (M.Ed.) and Post-Master's Certificate (PMC) in Educational Leadership.

NSU is proposing a rate of \$280 per credit hour (tuition and fees inclusive) charged for these programs. This will be available to all students who enroll and are coded as pursuing the Educational Leadership endorsement (M.Ed. or PMC).

A group of area K-12 school superintendents approached Northwestern about offering Educational Leadership coursework to aspiring leaders within their parishes as a cohort. The new pricing structure will make Northwestern more competitive over programs offered by other public and private providers. Currently, LSU Shreveport offers Educational Leadership coursework for \$300 per credit hour and Louisiana Christian University offers coursework at \$282 per credit hour.

Thank you for your consideration of this request that would help assure the continued success and excellence of these programs within the School of Education and the Gallapsy College of Education and Human Development..

Sincerely,

Dr. Marcus Jones
President

Established
1884



NORTHWESTERN STATE

Gallapsy College of Education and Human Development

DATE: March 15, 2022

TO: Dr. Marcus Jones, President
Dr. Greg Handel, Provost and Vice President of Academic Affairs

FROM: Dr. Kimberly McAlister, Dean, Gallapsy College of Education & Human Development
Dr. Katrina Jordan, Director, School of Education

Re: Proposed Changes to Educational Leadership M.Ed. and PMC programs

The School of Education seeks to increase enrollment and completions of Educational Leadership certification through a Master of Education (M.Ed.) degree or post master’s certificate (PMC). A group of area K-12 school superintendents approached the School of Education about offering Educational Leadership coursework to aspiring leaders within their parishes. Since Spring 2020, school districts are experiencing an increased number of teachers and leaders leaving the profession due to the stress and anxiety of the pandemic. School districts are looking for people to become site administrators “job ready”. Expanded job requirements of school administrators include mentoring, curriculum development, culture development, assessment literacy, progress monitoring, literacy requirements, social/emotional learning for students, and mental health issues.

Within the last decade, the combination of special pricing of competitors’ programs along with changes in graduate personnel within School of Education, NSU has experienced a significant decline in enrollment and completers within this graduate program. Table 1 provides a breakdown among Educational Leadership students in M.Ed. enrollment, M.Ed. completers, PMC enrollment, and PMC completers within the last 7 years.

Table 2 lists the major competitors of the NSU Educational Leadership program along with costs of attendance. This proposal aligns with current flat rate pricing implemented for NSU’s fast-track alternative certification program (PREP) in 2020. This flat rate pricing has significantly increased enrollment in alternative certification programs in the last two years. We anticipate similar growth in Educational Leadership programs, if approved.

TABLE 1: Northwestern Educational Leadership Enrollment/Completers 2015-2021

Cohort Year	M.Ed. enrollment in EDL	M.Ed. completers in EDL	PMC enrollment in EDL	PMC completers in EDL	TOTAL EDL certification
2015-2016	48	14	16	7	21
2016-2017	44	14	8	19	33
2017-2018	61	18	10	6	24
2018-2019	72	15	13	2	17
2019-2020	59	24	10	5	29
2020-2021	41	17	8		
*2021-2022 (anticipated)	28	11	5		

DEDICATED TO ONE GOAL. **YOURS.**[™]



NORTHWESTERN STATE

Gallaspy College of Education and Human Development

TABLE 2: Competitors of Northwestern State and pricing for Educational Leadership certification

Program	Add on certification (comparable to PMC) tuition and fees	M.Ed. in Educational Leadership tuition and fees	Time to complete (if indicated)
Northwestern	\$475/credit hour; \$11,400 total	\$475/credit hour; 36 hours; \$17,100 total	
Louisiana Christian University (LC)	\$282/credit hour; \$6768 total	\$282/credit hour; 36 hours; \$10,152 total	
LSU Shreveport		\$300.51/credit hour; 34 hours; \$10,217.34	12 months
ULM		\$300/credit hour; 36 hours; \$10,800 total	
Louisiana Tech		\$387.67/credit hour; 36 hours; \$13,956	
ULL		\$560.33/credit hour for f2f classes; 18 hours; \$480/credit hour for online classes; 18 hours; total \$18,725.94 *Teacher Incentive grant of \$1000/semester lowers total cost to \$12,725.94	2 year cohort model

Currently, the cost to complete the 36 hour Master of Education program at Northwestern is \$17,100. This price is significantly higher than other providers. Therefore, we propose the following modifications to Northwestern’s programs:

- 1) Reduce tuition to \$280 per credit hour, totaling \$10,080 for the M.Ed. degree or \$6720 for the post master’s certificate.
- 2) Offer courses on an 8 week schedule (A/B term) to help teachers manage graduate coursework.
- 3) Offer a cohort model, beginning fall 2022 so teachers can complete the program in two years (Fall 2022-Summer 2024). Cohorts would begin each fall.
- 4) Begin targeted marketing to have school districts create a cohort within their district. Offer increased support with district liaisons to coach with aspiring leaders. We can begin with current staff but will require additional support as the programs grow.

Business Affairs has determined that raising our class size to at least 25 and adding a minimum of 40 students would be needed to offset funds lost with lowered tuition.

Our goal is to raise the number in the program from 28 to 60 for the fall 2022. To meet this goal, marketing and advertising would begin immediately upon approval.

DEDICATED TO ONE GOAL. **YOURS.**[™]

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

FINANCE COMMITTEE

April 21, 2022

Item I.4. **University of Louisiana at Lafayette’s** request for approval to assess a tuition rate of \$416.66 per credit hour for its Master of Education in Educational Leadership program as allowed by Act 426 of the 2013 Regular Session.

EXECUTIVE SUMMARY

Act 426 of the 2013 Regular Session grants authority for the Board to impose tuition and fees for students enrolled in an academic degree program offered entirely through distance education.

University of Louisiana at Lafayette requests Board approval to assess students enrolled in its Master of Education in Educational Leadership online program a tuition rate of \$416.66 per graduate credit hour. The proposed rate is competitive with other distance education programs and are relative of the costs associated with providing distance education courses.

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 assess students enrolled in the Master of Education in Educational Leadership online program \$416.66 per credit hour as allowed by Act 426 of the 2013 Regular Session.



March 31, 2022

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

Dear Dr. Henderson:

This is a request for approval to implement a distance education per credit hour tuition rate for the Master of Education in Educational Leadership program. The University proposes implementing a tuition rate of \$416.66 per graduate credit hour.

Act 426 of the 2013 Regular Session grants authority for the Board to impose tuition and fees for students enrolled in an academic degree program offered entirely through distance education. The proposed rates are competitive with other distance education programs and are relative of the costs associated with providing distance education courses.

Please place this item on the agenda for consideration at the April 2022 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

SVC

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

FINANCE COMMITTEE

April 21, 2022

Item I.5. **University of Louisiana at Monroe's** request for approval to charge a \$150 application fee for its Doctor of Physical Therapy Program.

EXECUTIVE SUMMARY

At its June 2018 meeting, the Board of Supervisors approved University of Louisiana at Monroe's proposal for a Doctor of Physical Therapy program, and student enrollment in the program will begin in Fall 2022. The University requests approval to charge a \$150 application fee for students who apply to enter the program.

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 for a \$150 application fee for students who apply to enter the Doctor of Physical Therapy Program.*

**Office of the President**

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

March 31, 2022

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

Dear Dr. Henderson:

The University of Louisiana Monroe (ULM) requests permission to charge for application to the professional program in physical therapy (DPT). The request is to charge \$150 for admission to the program. The University of Louisiana Board of Supervisors approved the program proposal in June 2018. Enrollment to the DPT program will begin for the fall 2022 semester.

Thank you for consideration of this request.

Sincerely,

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

Ronald L. Berry, DBA
President

#TAKEFLIGHT

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

FINANCE COMMITTEE

April 21, 2022

- Item I.6.** **University of New Orleans'** request for approval to enter into a Cooperative Endeavor Agreement with Talaria Antibodies, Inc. for support in the preparation of proprietary custom polyclonal antibodies.

EXECUTIVE SUMMARY

Talaria Antibodies is a Louisiana biotech startup company that produces customized antibodies, and the University's Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. Talaria Antibodies will provide support for AMRI researchers in the preparation of proprietary custom polyclonal antibodies.

Talaria Antibodies will occupy space in UNO's Science Building, and Talaria Antibodies will pay UNO monthly rent of approximately \$2,079. The immediate proximity of Talaria Antibodies will readily allow for the exchange of ideas, the production of new materials developed by AMRI researchers, the training of undergraduate and graduate students in antibody production, and the development of State and Federal research proposals in basic and applied research. The proximity of TMTP Labs to AMRI researchers will serve as a model for the development of other small businesses based on existing AMRI technologies.

This cooperative endeavor collaboration will:

1. Serve the public through the development of a small biotech business – Talaria Antibodies will employ Louisiana workers including student and graduates from UNO;
2. Serve to elevate the research programs of UNO faculty through the development of new collaborative projects;
3. Will bring in additional State and Federal funding through applied research programs;
4. Will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and Talaria Antibodies.

This Cooperative Endeavor Agreement will begin on May 1, 2022 and terminate on April 30, 2023. The agreement may be extended for additional periods by mutual agreement of the parties.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request to enter into a Cooperative Endeavor Agreement with Talaria Antibodies, Inc. for support in the preparation of proprietary custom polyclonal antibodies.*

***BE IT FURTHER RESOLVED,** that Dr. John W. Nicklow, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this Cooperative Endeavor Agreement.*

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

UNIVERSITY OF NEW ORLEANS
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2022, by and between the University of New Orleans, a member of the University of Louisiana System ("University" or "UNO") and Talaria Antibodies, Inc. ("Contracting Party" or "Talaria Antibodies").

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, the University desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided; and

1.3 WHEREAS, the University has the authority to enter into this Agreement as evidenced by its governmental purpose to perform its public higher education mission of instruction, research and public service; and

1.4 WHEREAS, the public purpose of the Project is described as: Talaria Antibodies is a Louisiana biotech startup company that produces customized antibodies and the University's Advanced Materials Research Institute ("AMRI") is a recognized world leader in nanomaterials research. Talaria Antibodies will provide support for AMRI researchers in the preparation of proprietary custom polyclonal antibodies, including nanobodies. For example, initial projects will investigate nanobody-nanoparticle composites. The immediate proximity of Talaria Antibodies to AMRI readily allows for the exchange of ideas, the production of new materials developed by AMRI researchers, the training of undergraduate and graduate students in antibody production, and the support of state and federal research proposals in basic and applied research. Further, Talaria Antibodies will serve as a model for AMRI researchers in the development of other small businesses based on existing or new AMRI technologies. All of these aspects of this collaborative agreement will: 1) serve the public through the development of a small biotech business. Talaria Antibodies will employ Louisiana workers including students and graduates from UNO; 2) serve to elevate the research programs of UNO faculty through the development of new collaborative projects; 3) bring in additional state and federal funding through applied research programs; and 4) will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and Talaria Antibodies; and

1.5 WHEREAS, the University has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II **SCOPE OF SERVICES**

2.1 The Contracting Party shall:

- a) Engage in collaborative research with AMRI researchers involving nanomaterial composites.
- b) Work with AMRI researchers to support efforts to seek state and federal funding in applied research and in the development of small business based on AMRI technology.
- c) Provide internships for UNO undergraduates giving them experience in antibody production, including nanobodies.
- d) Provide training to graduate students that work for collaborating AMRI researchers.
- e) Give one (1) to two (2) seminars per year, as part of the AMRI weekly program or annual review, on methodologies used in Talaria Antibodies, especially as they pertain to AMRI materials. These seminars shall also provide insights based on the Contracting Party's experiences in small business development. This will be especially important for those AMRI faculty working toward the development of their own small businesses.

ARTICLE III **DELIVERABLES**

3.1 Deliverables:

- a) Talaria Antibodies will engage with AMRI researchers in collaborative research that involves the production of nanomaterial composites.
- b) Talaria Antibodies will support AMRI researchers in their applications for state and federal grants to further UNO faculty research. These grants will include the Board of Regents Industrial ties program and National Science Foundation ("NSF") small business grants.

c) Talaria Antibodies will host UNO undergraduates in internships in antibody production.

d) Talaria Antibodies researchers will give seminars sharing their expertise in antibody production and the development of a small business.

ARTICLE IV
BENEFITS TO CONTRACTING PARTY

4.1 In consideration of the services described above, the University hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner:

The Contracting Party will receive a reduced rental rate for space in UNO's Science Building. The benefits received by the University are commensurate with the benefits provided to the Contracting Party because the benefits received by the University are more than worth the value of reduced rent. These benefits include: the advancement in AMRI programs in the science and engineering of materials, development and discovery of new materials and materials applications, training of undergraduates through internship opportunities, and seminars on the technology and small business aspects of Talaria Antibodies.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the University unless agreed upon in writing by the parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 See Article XLIV.

ARTICLE VI
NOT USED

6.1 Not used.

ARTICLE VII
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

7.1 It is understood that any intellectual property developed solely by Contracting Party will be owned by Contracting Party, including but not limited to, any intellectual property developed solely by Contracting Party while on the Leased Premises, using University/AMRI equipment, or utilizing University/AMRI administrative staff, lab technicians, students or others who provide technical/administrative or other support. Any intellectual property developed by University will be owned by University. Any intellectual property jointly developed will be jointly owned by the respective parties and such joint efforts or collaboration shall be clarified in advance of such development in good faith. Both parties will make good faith efforts to identify appropriate ownership regarding jointly developed intellectual property. The University and the Contracting Party will enter into a mutually agreeable collaboration/non-disclosure agreement.

ARTICLE VIII
ASSIGNMENT

8.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University, provided however, that claims for money due or to become due to Contracting Party from the University may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the University.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE X
AUDIT CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four (4) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four (4) years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE XII
FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the University as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE XIII
TERM OF AGREEMENT

13.1 The term of this Agreement shall commence on May 1, 2022 and shall continue in effect until April 30, 2023, unless sooner terminated as provided in Paragraph XLIV. This Agreement may be extended for additional periods by mutual agreement of the parties.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XV
INDEMNIFICATION; INSURANCE

15.1 See Articles XXXVIII and XL.

ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII
ENTIRE AGREEMENT; MODIFICATION

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were

made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties

ARTICLE XVIII
CONTROLLING LAW

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIX
LEGAL COMPLIANCE

19.1 The University shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

20.1 The Contracting Party is engaged by the University for the purposes set forth in this Agreement. The relationship between the Contracting Party and the University shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the University.

ARTICLE XXI
**ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION
COVERAGE**

21.1 The University and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the University shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXII
**ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION
COVERAGE**

22.1 The University and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the University under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only: A. The Contracting Party has been and will be free from any control or

direction by the University over the performance of the services covered by this Agreement; B. The services to be rendered by the Contracting Party are outside the normal course and scope of the University's usual business; and C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the University for the purpose of unemployment compensation coverage.

ARTICLE XXIII
FORCE MAJEURE

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXIV
EMPLOYMENT OF STATE PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE XXV
COVENANT AGAINST CONTINGENT FEES

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability or, in University's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI
REMEDIES FOR DEFAULT

26.1 See Article XLIV.

ARTICLE XXVII
NOTICES

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

John Wiley, PhD
President's Research Professor and Director of AMRI
University of New Orleans
Science Building Room 2064
New Orleans, Louisiana 70148

Jefferey M. Gimble, MD PhD
Co-Founder, Co-Owner and CSO
Talaria Antibodies, Inc
2000 Lakeshore Dr.
New Orleans, LA 70148

ARTICLE XXVIII
PREMISES

28.1 The University owns a tract of property with improvements located at 2000 Lakeshore Drive, New Orleans, LA 70148, ("University's Tract"), and Contracting Party wishes to lease a part thereof. University agrees to lease and does hereby lease to Contracting Party and Contracting Party does hereby agree to lease and does hereby lease from University, delivery of possession of which is hereby acknowledged, a portion of University's Tract ("Leased Premises"). The Leased Premises shall consist of that portion of the University of New Orleans' Science Building ("Science Building"), an improvement located on University's Tract, totaling approximately 135.9 square feet (50%) of Science 2019B. The use of the lab benches and sinks are included in this Agreement. The Contracting Party may use other University equipment for an additional charge. The Contracting Party will have shared use of Common Areas, as described in Article XXXI.

ARTICLE XXIX
NOT USED

29.1 Not used.

ARTICLE XXX
RENT

30.1 Rental rates have been calculated as follows: \$15.30 per square foot 442.4 square feet of laboratory space and \$12.60 per square foot for any future office space. This Agreement is made for an annual rent of \$2,079.27 which is an average price per square foot of \$15.30. Rent is payable in a monthly amount of ONE HUNDRED SEVENTY-THREE AND 27/100 DOLLARS (\$173.27) due on the first day of each month, in advance, to the University, at the University's permanent mailing address as noted in Article XXVII of this Agreement. Electrical, water, gas, taxes, property insurance, flood insurance, basic ongoing repairs, air conditioning & heating systems, lawn care, pest control (including termite), fire system maintenance, and waste management are the responsibility of the University. Telephone, internet, cable, janitorial, and disposal of waste (other than common trash) are the responsibility of Contracting Party. Internet and phone service, if needed, will be through Cox Cable, and will be invoiced separately.

Parking will be available to the Contracting Party's employees and guests according to UNO's Parking Policies <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

ARTICLE XXXI
COMMON AREAS

31.1 The Contracting Party will have the non-exclusive right, along with the other tenants of the Science Building and their employees and invitees, to use the parking areas, landscaped areas, entrance ways, hallways, elevators, fire stairs, restrooms, loading dock and other areas designated from time to time by University for common tenant use ("Common Areas"). In using the Common Areas, the Contracting Party will not impede the use of the Common Areas by other tenants, and the Contracting Party will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. The University will have exclusive control and management over the Common Areas and will have the right, from time to time, to establish rules and regulations with respect to the use of the Common Areas, to restrict parking by employees of the Contracting Party to designated parking areas, to close temporarily any portion of the Common Areas, and to increase, reduce, reconfigure, or change the Common Areas in any way University determines to be necessary or desirable. The University will have no liability to the Contracting Party by reason of any such closure, increase, reduction, reconfiguring, or other change in the Common Areas.

The Contracting Party shall use its best efforts to cause its agents, employees, permittees, and invitees to keep the Common Areas in good condition. Any dispute between the Contracting Party and any other tenant on the University's Tract regarding the repair, upkeep, maintenance, and appearance of the Common Areas or use of the Common Areas shall be resolved by a meeting with the parties and an agreement between the parties. The University shall decide if any repairs, upkeep, and maintenance shall be performed to the Common Areas and the University shall select the contractor to perform any such repair, upkeep, and maintenance.

ARTICLE XXXII
USE OF PREMISES

32.1 The Contracting Party may use the Leased Premises only as a clinical laboratory for testing samples from patients and companies via mass spectroscopy.

The Contracting Party shall not cause or permit any hazardous or toxic substances to be present on or about University's Tract. The Common Areas are for the use of the Contracting Party and University and all of University's tenants on University's Tract. The Contracting Party shall not make any use of Leased Premises and Common Areas in violation of any statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the premises or increase the fire or insurance hazard by any use thereof.

ARTICLE XXXIII
REPAIRS, UPKEEP AND MAINTENANCE

33.1 The Contracting Party shall keep the Common Areas and Leased Premises in as good condition as they were in when received, caring for them as a prudent administrator would care for his own property.

The University shall be responsible for all ordinary upkeep, maintenance, and repairs to the Leased Premises arising from use of the premises except those repairs which are necessitated in whole or in part by the fault or neglect of Contracting Party. The University shall select the contractor to perform any such upkeep, maintenance, and repairs. The University shall be responsible for extraordinary repairs to the structure and roof of the building except those repairs which are necessitated in whole or in part by the fault or neglect of the Contracting Party.

The Contracting Party shall provide, install and pay all costs and expenses associated with equipment he may need to conduct his business and operations from the Leased Premises.

At the termination of this Agreement, by expiration of the term or otherwise, the Contracting Party shall return the Leased Premises in as good an order as they were when received, free from any contamination or pollution.

ARTICLE XXXIV
CONTAMINATION OR POLLUTION

34.1 The Contracting Party and their employees shall use their best efforts to keep the University's Tract free from any and all contamination and pollution, whether resulting from any overfill, discharge, spill, or other release of toxic or hazardous substances or otherwise. The Contracting Party agrees to notify the University immediately of any and all contamination or pollution on or about the University's Tract, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about the University's Tract, regardless of the cause.

The Contracting Party and its employees shall conform to any and all federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all hazardous or toxic substances and shall use their best effort to cause their permittees and invitees to conform thereto, and the Contracting Party will save and hold the University harmless for any charge or liability resulting from same. The Contracting Party shall promptly reimburse the University for the Contracting Party's pro rata share of any costs, charges or assessments related to any environmental monitoring by any governmental entity or regulatory authority that resulted from contaminants caused by the Contracting Party, which shall be considered as additional rent. If contaminants were caused by the University, the University will pay all of the associated costs listed above.

ARTICLE XXXV
RENOVATIONS, ALTERATIONS AND IMPROVEMENTS

35.1 The Contracting Party shall not construct any improvements on or make any renovations or alterations to the Common Areas or Leased Premises without first obtaining the written consent of the University. All such renovations, alterations, and improvements constructed by the Contracting Party shall become the property of the University upon expiration or termination of this Agreement unless the University requires removal of all or part of such improvements by the Contracting Party, in which event such improvements as may be designated by the University shall be removed by the Contracting Party, at the Contracting Party's expense, within thirty (30) days of the expiration or termination of this Agreement. Damages, if any, caused by such removal shall be repaired at the Contracting Party's expense.

Any and all installations, improvements or other work performed by or for the Contracting Party to the Leased Premises shall, upon termination of this Agreement, become property of the University.

Prior to the commencement of any of the renovations, alterations, or improvements described herein above, the Contracting Party shall promptly notify the University, in writing, of all construction work being undertaken or planned, the costs and expenses thereof, all purchase orders or agreements therefore, and the dates upon which the Contracting Party shall pay such costs and expenses. Upon request by the University, the Contracting Party shall promptly furnish the University with copies of all such documents. All renovations, alterations, or improvements shall be done in a thoroughly workmanlike manner and at the sole cost and expense of the Contracting Party, all of which costs and expenses shall be promptly and timely paid by the Contracting Party.

ARTICLE XXXVI
BONDING OUT LIENS

36.1 In the event the Contracting Party makes any renovations, alterations, or improvements as provided herein, and a laborer's or material man's lien is filed against the University's Tract or any part thereof as a result of these renovations, alterations or improvements, the Contracting Party shall promptly deposit with the recorder of mortgages of Orleans Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

ARTICLE XXXVII
ASSIGNMENT AND SUBLEASE

37.1 the Contracting Party shall not have the right to sublease and/or assign any portion of the Leased Premises.

ARTICLE XXXVIII
INSURANCE

38.1 University shall obtain and maintain fire and extended coverage insurance on University's Tract and such insurance shall be for the sole benefit of University. All proceeds, payments, and rights to proceeds and payments made by an insurer pursuant to said policies are payable only to the University and the Contracting Party shall not be a beneficiary of said policies. Any insurance payments or proceeds shall be used to repair and restore, to the extent possible, the Common Areas and Leased Premises to their pre-damage condition; however, the University shall not be obligated to make repairs to the extent that the cost of such repairs exceeds the amount of the insurance payments or proceeds actually received.

Contracting Party shall, at their own cost and expense, obtain and maintain such other insurance as it deems desirable on the property and improvements of Contracting Party located on or about the Leased Premises. Contracting Party shall, at all times during the term of this Agreement, at their own cost and expense, fully protect themselves and University against loss or liability by carrying Workers' Compensation and public liability insurance with responsible insurance companies authorized to do business in Louisiana, insuring against all hazards and risks to which they may be subjected in connection with their operations on the Leased Premises and Common Areas. University shall be named as an additional insured. Without limiting the generality of the foregoing:

- a) Contracting Party shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.
- b) Contracting Party shall secure and keep in force, during the performance of the operations on the Leased Premises and Common Areas, such public liability and property damage insurance as shall protect them and the University from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from Contracting Party's operations on the Leased Premises or Common Areas. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for any one accident.

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

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

ARTICLE XXXIX
DESTRUCTION OF PREMISES

39.1 If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this Agreement, the University shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above. During any period in which Contracting Party is unable to occupy the premises on account of such damage, the rent due under this Agreement for said period shall be abated. In case the damage by fire or otherwise substantially reduces the use of the Leased Premises by the Contracting Party, but does not wholly prevent the reasonable use thereof, then, in such case, the rents due under this Agreement shall be abated in proportion to the diminished utility of the Leased Premises.

ARTICLE XL
INDEMNITY

40.1 Contracting Party's assuming possession of the Leased Premises and Common Areas constitutes an admission that Contracting Party has examined them and found them in good and safe condition at that moment. Contracting Party agrees to hold University harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused by Contracting Party or others by any vice or defect of the Leased Premises and/or Common Areas caused in whole or in part by any act or omission by Contracting Party. Contracting Party expressly assumes all such liability, and Contracting Party agrees to indemnify and to hold University harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of University caused by Contracting Party, or to the property of any persons whomsoever arising out of the occupancy or use of the Leased Premises or Contracting Party's use of the Common Areas. Likewise, University agrees to indemnify and hold Contracting Party harmless for any loss, injuries, or damages caused by any latent defect in the property that could not be reasonably be detected by Contracting Party

ARTICLE XLI
AMUSEMENT DEVICES AND VENDING MACHINES

41.1 Contracting Party shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises or Common Areas. Contracting Party shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises or Common Areas without University's prior consent.

ARTICLE XLII
IMAGE REQUIREMENT

42.1 Contracting Party shall keep the Leased Premises and Common Areas in a clean and orderly condition to the satisfaction of University. Contracting Party shall not make use of outdoor advertising materials without University's prior consent. Contracting Party shall keep the Leased Premises in accordance with the image standards required by University.

ARTICLE XLIII
INSPECTION OF LEASED PREMISES AND OTHER

43.1 The University and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose; provided, however, that the foregoing shall be done with reasonable notice and without substantial interruption to or interference with the business being transacted therein. University may place any signs or markings on or about the Leased Premises and/or Common Areas relating to the leasing, sale or other disposition of the Leased Premises, University's Tract, or any part thereof. University shall also be entitled to allow others to inspect the Leased Premises in the event of any prospective lease, sale or other disposition of the Leased Premises, University's Tract or any part thereof.

ARTICLE XLIV
DEFAULT

44.1 At the option of University, the rent for the unexpired term of this Agreement shall become due if any of the following listed events occur and Contracting Party fails to remedy same after having been given thirty (30) days prior written notice at the addresses herein designated:

- (a) If Contracting Party fails to pay any installment of rent, additional rent or expenses assumed by Contracting Party in this Agreement promptly, as stipulated.
- (b) If Contracting Party fails to comply with any of the provisions and/or conditions contained herein.
- (c) If the Leased Premises or Common Areas are abandoned or cease to be actively occupied and used for business purposes for a period in excess of thirty (30) days.
- (d) If any lien, privilege or other encumbrance is imposed or is filed against University's Tract or any portion thereof as a result of any act or omission by Contracting Party.

If any event listed above occurs, University shall have the further options to cancel this Agreement immediately, or proceed for past due installments of rent only, reserving the right to proceed for remaining installments later.

If Contracting Party fails or refuses to permit University to reenter the premises, University shall have the right to evict Contracting Party in accordance with the provisions of Louisiana

law, without forfeiting any of University's rights under this Agreement. Failure to strictly and promptly enforce any of the conditions of this Agreement shall not operate as a waiver of University's rights hereunder.

ARTICLE XLV
ATTORNEY'S FEES

45.1 On claims by University to collect fees owed by Contracting Party, Contracting Party shall pay University's costs and attorney's fees if University prevails as to any portion of such a claim. If Contracting Party prevails University will pay Consulting Party's costs and attorney's fees. Should either party fail to pay any sums due to other party under this Agreement, such sums shall bear interest at the rate of twelve percent (12%) per annum or the maximum amount allowed by Louisiana law from date due until paid.

ARTICLE XLVI
WAIVER

46.1 The waiver by University of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder.

No term, covenant, condition or provision of this Agreement shall be deemed to have been waived by University, unless such waiver is in writing by University.

ARTICLE XLVII
HOLDOVER BY CONTRACTING PARTY

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

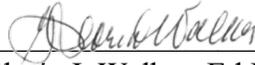
ARTICLE XLVIII
UNIVERSITY'S RIGHT TO CURE DEFAULTS

48.1 University, at any time and without notice, may, but shall not be obligated to, cure any default by Contracting Party of any of Contracting Party's obligations under this Agreement; and whenever University so elects, all costs and expenses incurred by University in curing any default, including, but not limited to,

ARTICLE XLIX
COMPLIANCE WITH RULES AND REGULATIONS

49.1 Contracting Party and Contracting Party's employees, agents, and visitors shall observe and comply with the Rules and Regulations that are annexed hereto and made a part hereof as Exhibit "A" and all other reasonable rules and regulations that University may from time to time adopt. Additional rules and regulations will not be binding on Contracting Party until University has given Contracting Party notice of said rules and regulations.

University of New Orleans



Gloria J. Walker, Ed.D., MBA, CPA
Vice President of Business Affairs and CFO

Contracting Party



Jefferey M. Gimble, MD PhD
Talaria Antibodies, Inc

EXHIBIT A

Firearm-free Zone <http://www.uno.edu/upd/weapons.aspx>

Tobacco Free Campus Policy <http://www.uno.edu/president/administrative-policies/documents/AP-OP-04.3-Tobacco-Use-Free-Campus.pdf>

Alcohol and Drugs <http://www.uno.edu/president/administrative-policies/documents/AP-SA-02.2-Alcohol-and-Drugs-4-30-14.pdf>

Accident Reports Involving Non-Employees <http://www.uno.edu/president/administrative-policies/documents/AP-OP-12.2-Accident-Reports-Involving-Non-Employees.pdf>

UNO Disaster/Emergency Plans http://www.uno.edu/president/administrative-policies/documents/AP-OP-09.2_UNO_Disaster_Emergency_Plans.pdf

Parking and Traffic Regulations <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

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

FINANCE COMMITTEE

April 21, 2022

Item I.7. **University of Louisiana System's** recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2022-23.

EXECUTIVE SUMMARY

The nine universities request approval to establish rates for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges as per the attached schedules. As has been past practice, System staff requested that campuses submit adjustments to their service rates for the upcoming academic year. Campuses consider a number of variables when considering adjustments to rates including contractual obligations, cost of operations, and/or market limitations. Campuses submitted their rates for Academic Year 2022-23 based upon their respective service offerings; therefore, campus offerings and rates vary accordingly.

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 System's recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2022-23:*

- *Grambling State University*
- *Louisiana Tech University*
- *McNeese State University*
- *Nicholls State University*
- *Northwestern State University*
- *Southeastern Louisiana University*
- *University of Louisiana at Lafayette*
- *University of Louisiana at Monroe*
- *University of New Orleans*



University of Louisiana System

University of Louisiana System
Housing, Meal Plan Rates, and Auxiliary Fees
Academic Year 2022-2023
April 21, 2022

Grambling State University

Description - Semester Rates	Current 2021-2022	Proposed 2022-2023	Increase	Percentage Increase
<u>ROOM ONLY RATES</u>				
Traditional (10 month lease)				
Double occupancy room	1,553	1,553	0	0.0%
Richmond (10 month lease)				
2 bed/1 bath	2,457	2,457	0	0.0%
1 bed/1 bath	2,606	2,606	0	0.0%
Tiger Village (10 month lease)				
Double occupancy and bath	2,774	2,774	0	0.0%
4 bed/2 bath	3,302	3,302	0	0.0%
2 bed/1 bath	3,828	3,828	0	0.0%
Campus Evolution (Off Campus)				
4 bed/2 bath	3,302	3,302	0	0.0%
Steeple Glen				
4 bed/4 bath	3,610	3,610	0	0.0%
West Campus				
Bungalow (2-Bed)	2,354	2,354	0	0.0%
Bungalow /Private	3,172	3,172	0	0.0%
House	3,270	3,270	0	0.0%
House/Private Bath	3,605	3,605	0	0.0%
Summer Session I or II housing	633	633	0	0.0%
Laundry Fee	50	50	0	0.0%
Mailbox & Mailroom Services (Fall/Spring)	82	82	0	0.0%
Mailbox & Mailroom Services (Summer)	35	35	0	0.0%
<u>MEAL PLANS</u>				
<u>Fall & Spring Semester</u>				
Tiger 24/7 Day Silver Plan	1,881	1,975	94	5.0%
Tiger 24/7 Day Gold Plan	1,984	2,083	99	5.0%
Tiger 24/7 Day Platinum Plan	2,086	2,190	104	5.0%
Tiger 24/5 Day Commuter Plan	1,881	1,975	94	5.0%
Commuter Block 100	512	537	26	5.0%
Commuter Block 50	307	322	15	5.0%
Commuter Block 25	179	188	9	5.0%
Commuter Block 10	82	86	4	5.0%
<u>Summer Meal Plan</u>				
1 st Six Week Session	512	537	26	5.0%
2 nd Six Week Session	512	537	26	5.0%
<u>OTHER FEES</u>				
<u>LATE REGISTRATION</u>				
Late Registration Fee	150	150	0	0.0%
<u>INTERNATIONAL</u>				
International Student Fee	65	65	0	0.0%
<u>PARKING</u>				
Parking - Faculty/Staff, Fall	30	30	0	0.0%
Parking - Faculty/Staff, Spring	22	22	0	0.0%
Parking - Faculty/Staff, Summer	11	11	0	0.0%
Parking - Student, Fall	14	14	0	0.0%
Parking - Student, Spring	11	11	0	0.0%
Parking - Student, Summer	7	7	0	0.0%
<u>PROMISSORY NOTE</u>				
Promissory Note Fee	85	85	0	0.0%

Louisiana Tech University

<u>Housing Fees:</u>	Current	Proposed		Percentage
	2021-2022	2022-2023	Increase	Increase
Residence Halls				
Regular Residence Hall Rate	1,000	1,000	-	0.0%
Private Residence Hall Rate (Graham Hall)	1,490	1,200	(290)	-19.5%
University Park (Phase I)				
12-month lease	1,690	1,690	-	0.0%
9-month lease (private)	2,020	2,060	40	2.0%
9-month lease (non-private)	1,550	1,580	30	1.9%
University Park (Phase II)				
12-month lease	1,980	1,980	-	0.0%
9-month lease (private)	2,350	2,400	50	2.1%
9-month lease (non-private)	1,800	1,840	40	2.2%
Park Place				
12-month lease (two and four bedroom)	1,980	1,980	-	0.0%
9-month lease (two and four bedroom private)	2,350	2,400	50	2.1%
9-month lease (two and four bedroom non-private)	1,800	1,840	40	2.2%
One bedroom, 9-month lease (private)	2,580	2,640	60	2.3%
One bedroom, 12-month lease	2,230	2,230	-	0.0%
Legacy Park				
9 month lease (non-private)	1,870	1,890	20	1.1%
12 month lease (non-private)	1,580	1,580	-	0.0%
Potts & Robinson Suites (formerly Aswell & Dudley Suites)				
9-month lease (non-private)	1,530	1,580	50	3.3%
12 month lease (non-private)	1,300	1,300	-	0.0%
Cottingham, Richardson, and Mitchell Suites				
9-month lease	1,530	1,500	(30)	-2.0%
Cottingham, Richardson, and Mitchell Residence Halls				
Residence Hall Rate	1,550	1,520	(30)	-1.9%
1-bed flex (9-month lease)	1,650	1,620	(30)	-1.8%
2-bed flex (9-month lease)	1,350	1,320	(30)	-2.2%
<i>All Housing rates include rent, utilities, cable, internet and furnishings</i>				
Meal Plan Fees				
All Access plan rate (\$225 DB)	1,300	1,380	80	6.2%
All Access Premium plan rate (\$400 DB)	1,475	1,565	90	6.1%
All Access Super Premium plan rate (\$550 DB)	1,600	1,700	100	6.3%
Weekly 10-meal plan rate (\$375 DB)	1,300	1,380	80	6.2%
All DB 500	500	500	-	0.0%
60 Block 350 DB	725	725	-	0.0%
40 Block 500 DB	760	760	-	0.0%
80 Block 500 DB	1,000	1,000	-	0.0%
Optional Meal Plan Fee				
Meal Plan Kit (Voluntary Meal Plan)	275	275	-	0.0%
Commuter Plan (Voluntary Meal Plan)	250	250	-	0.0%
Auxiliary Fees				
Bulldog Bundle (Barnes & Noble textbook program) per credit hour	25	23	(2)	-8.0%
International Insurance (see Note 2 below)	306.90	372	65	21.2%

NOTE 1: All above fees are Per Quarter Rates except the Bulldog Bundle

NOTE 2: The University solicits bids every three years for international student insurance. The agreement permits the broker to adjust the rates each year for medical cost trending (medical inflation). For 2020-2021, the rate was \$357 per quarter. Due to a calculation error on the part of the insurance broker, the rate was lowered to \$306.90 for 2021-2022. The increase in the insurance rate from 2020-2021 to 2022-2023 is 4.2%

McNeese State University

	Current 2021-2022	Proposed 2022-2023	Increase	Percentage Increase
Housing Fees:				
King, Watkins, Zigler 2 Bed/1 Bath Private	3,030	3,030	-	0.0%
King, Watkins, Zigler 6/2 Semi Private	2,170	2,170	-	0.0%
King, Watkins, Zigler 6/2 Private	2,695	2,695	-	0.0%
King, Watkins, Zigler 6/2 Large Private	2,870	2,870	-	0.0%
Bel and Sallier Gardens 4/2 Private (Apartment)	3,200	3,200	-	0.0%
Collette Hall Semi Private	1,445	1,445	-	0.0%
Collette Hall Private	1,875	1,875	-	0.0%
Burton Hall 2 Bed/1 Bath Private	3,200	3,200	-	0.0%
Burton Hall 4 Bed/2 Bath Private	3,100	3,100	-	0.0%
Meal Plan Fees:				
Cowboy with \$225 DB Unlimited Access	1,909	1,909	-	0.0%
Cowgirl with \$245 DB 19 meals/week	1,909	1,909	-	0.0%
Cowpoke with \$265 DB 14 meals/week	1,909	1,909	-	0.0%
Kicker with \$275 DB (apartments only) 5 meals/week	924	924	-	0.0%
Summer Meal Plan	718	718	-	0.0%

**Prices rounded up to the next whole dollar.*

NICHOLLS STATE UNIVERSITY

	Current 2021-2022	Proposed 2022-2023	Increase	Percentage
<u>Housing Rates</u>				
Residence Halls Per Fall/Spring Semester				
Babington and Ellender Halls				
Single Occupancy	3,069	3,100	31	1.0%
Double Occupancy	2,159	2,181	22	1.0%
Calecas Hall				
Single Occupancy	3,342	3,375	33	1.0%
Double Occupancy	2,350	2,374	24	1.0%
Scholars, Millet, Zeringue Halls				
Private	3,726	3,763	37	1.0%
Semi-Private	3,423	3,457	34	1.0%
International / Break - Fall/Spring				
Babington and Ellender Halls				
Single Occupancy	3,423	3,457	34	1.0%
Double Occupancy	2,406	2,430	24	1.0%
Calecas Hall				
Single Occupancy	3,728	3,765	37	1.0%
Double Occupancy	2,620	2,646	26	1.0%
Scholars, Millet, Zeringue Halls				
Private	4,047	4,087	40	1.0%
Semi-Private	3,700	3,737	37	1.0%
Brady Complex Apartments Per Student - Per Fall/Spring				
4 Bedroom w/ 2 Bathroom	4,047	4,087	40	1.0%
2 Bedroom w/ 2 Bathroom	4,509	4,554	45	1.0%
Summer Session - effective Summer 2022				
Eight Week Term				
Brady 4-Bedroom	824	832	8	1.0%
Brady 2 Bedroom	1,030	1,040	10	1.0%
Four Week Term - Mini A & B				
Brady 4-Bedroom	412	416	4	1.0%
Brady 2 Bedroom	515	520	5	1.0%
Family (Married) Housing Rates (Monthly Rates)				
One Bedroom	567	573	6	1.1%
Two Bedroom	628	634	6	1.0%

	Current 2021-2022	Proposed 2022-2023	Increase	Percentage
<u>MEAL PLAN RATES</u>				
Fall / Spring - Per Semester				
Silver Level				
---10 Meals, 5 days/\$296 Munch Money	1,781	1,844	63	3.5%
---15 Meals, 5 days/\$236 Munch Money	1,781	1,844	63	3.5%
---19 Meals, 7 days/\$220 Munch Money	1,781	1,844	63	3.5%
Gold Level				
---10 Meals, 5 days/\$387 Munch Money	1,881	1,944	63	3.3%
---15 Meals, 5 days/\$325 Munch Money	1,881	1,944	63	3.3%
---19 Meals, 7 days/\$310 Munch Money	1,881	1,944	63	3.3%
Unlimited Plan - 7 days/\$213 Dining Dollars	2,261	2,343	82	3.6%
Bronze Level (Brady residents only)				
---5 Meals, 5 days/\$331 Munch Money	1,059	1,088	29	2.7%
Brady - declining balance	610	620	10	1.6%
Summer Session - effective Summer 2022				
Eight Week Session				
---19 Meals, 7 days/\$117 Munch Money	898	898	0	0.0%
Four Week Session				
---19 Meals, 7 days/\$62 Munch Money	449	449	0	0.0%
Brady - Eight Week Session - declining balance	318	318	0	0.0%
Brady - Mini A or B - declining balance	168	168	0	0.0%

Northwestern State University

	Current 2021-2022	Proposed 2022-2023	Increase	Percentage Increase
Housing Fees:				
University Place Double	2,702	2,756	54	2.0%
University Place Single	3,551	3,623	72	2.0%
University Columns 4 Bed	2,982	3,076	94	3.2%
University Columns 2 Bed	3,946	4,020	74	1.9%
University Columns Shared Efficiency	3,000	3,058	58	1.9%
Varnado Hall Shared	3,060	3,122	62	2.0%
Meal Plan Fees:				
Unlimited Plan	2,050	2,150	100	4.9%
5 MP Plus	1,490	1,540	50	3.4%
Vic's Ultra	1,150	1,150	-	0.0%
Vic's Lite	750	750	-	0.0%
2 MP Plus	585	595	10	1.7%

Southeastern Louisiana University

	Current 2021-2022	Proposed 2022-2023	Increase	Percentage Increase
Housing Fees:				
Ascension & Twelve Oaks Residence Halls				
Shared	2,850	2,950	100	3.5%
Private	3,900	4,000	100	2.6%
Cardinal Newman, Louisiana, Hammond, Pride, Tangipahoa, & Taylor Residence Halls				
Shared	2,525	2,600	75	3.0%
Livingston, St. Tammany, & Washington Residence Halls				
Private	3,600	3,700	100	2.8%
The Village Residence Hall				
Shared	2,525	2,600	75	3.0%
The Village (Organizational Housing)				
Shared	3,000	3,100	100	3.3%
Southeastern Oaks Apartments				
2 Bedroom	4,200	4,300	100	2.4%
4 Bedroom	3,500	3,600	100	2.9%

3.0% increase is based on original Housing Proforma.

Meal Plan Fees:

Cub Plan (Default Plan)	\$ 1,605	1,685	80	5.0%
Gold Plan	\$ 1,710	1,795	85	5.0%
All Access 7PLAN	\$ 1,770	1,855	85	4.8%
All Access 7PLAN - UPGRADE	\$ 1,875	1,995	120	6.4%
Organizational Plan 1	\$ 1,000	1,050	50	5.0%
Organizational Plan 2	\$ 750	785	35	4.7%

Proposed increases comply with contractual obligation of current food service contract.

Other Auxiliary Fees:

Textbook Rental - Fee per course	50	60	10	20.0%
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The University has worked with its business partner to not implement annual increases. The last increase was FY 2017-2018; therefore, the annual increase would be approximately 4% per year.

UNIVERSITY OF LOUISIANA AT LAFAYETTE

	Current 2021-2022	Proposed 2022-2023	Increase	% Increase
<i>DORMITORY:</i>				
Baker & Huger Halls:				
Singles	\$ 4,951	\$ 5,100	\$ 149	3.0%
Doubles	3,496	3,601	105	3.0%
Graduate	5,061	5,213	152	3.0%
Staff	4,951	5,100	149	3.0%
Hall Directors	6,795	6,999	204	3.0%
Shared Studio Apartment	3,644	3,754	110	3.0%
Private Studio Apartment	5,626	5,795	169	3.0%
Harris:				
Singles	3,231	3,328	97	3.0%
Doubles	2,403	2,475	72	3.0%
Graduate	3,312	3,412	100	3.0%
Staff	3,231	3,328	97	3.0%
Hall Directors	3,680	3,791	111	3.0%
Conference Center:				
Singles	3,336	3,436	100	3.0%
Doubles	2,501	2,576	75	3.0%
Triple	1,675	1,725	50	3.0%
Quad	1,374	1,415	41	3.0%
Graduate	3,418	3,521	103	3.0%
Staff	3,336	3,436	100	3.0%
Hall Directors	3,639	3,748	109	3.0%
Rose Garden (Bonin & Corona)				
Single suite	4,951	5,100	149	3.0%
Double suite	3,496	3,601	105	3.0%
Graduate	5,061	5,213	152	3.0%
Staff	4,951	5,100	149	3.0%
Hall Directors	6,795	6,999	204	3.0%
Legacy Park Apartments				
1/1 Shared (shared)	3,448	3,552	104	3.0%
1/1 Shared (private)	6,895	7,102	207	3.0%
2/2 Single	4,011	4,131	121	3.0%
3/3 Single	3,503	3,608	105	3.0%
The Heritage Apartments				
2/2 Single	4,284	4,413	129	3.0%
3/3 Single	3,759	3,872	113	3.0%
4/4 Single	3,478	3,599	122	3.5%
Family - Furn.	5,067	5,219	152	3.0%
Family - UnFurn.	4,725	4,867	142	3.0%
Family Housing Cajun Village	3,542	3,613	71	2.0%
<i>MEALS PLANS:</i>				
Cajun Freedom - unlimited meals + declining balance, AY20 - \$75 AY21 - \$150	2,224	2,224	-	0.0%

Cajun Select - 14 meals + declining balance, AY20 - \$250 AY21 - \$300	1,924	1,924	-	0.0%
Cajun Classic Plan - 5 meal swipes + \$300 declining balance, AY20 - \$300 AY21 - \$350	1,009	1,024	15	1.5%
Cajun RA - 5 flex meals + \$500 DB	1,174	1,209	35	3.0%
Cajun Classic Light (was Athletic Commuter) - 5 Meals No DB	624	624	-	0.0%

Summer 2021 Meal Plans

Summer 5-5 meals per week + 125 DB (Default plan for summer residents in traditional housing)	889	897	8	0.9%
Summer 10-10 Meals per week + 75 DB	889	897	8	0.9%
Summer 15 Meal Plan No DB	889	897	8	0.9%
Summer Light - 5 meals No DB	390	349	(41)	-10.5%

Commuter Meal Plans

Cajun Commuter-9 meals/semester + 150 DB	193	-	(193)	-100.0%
Cajun Community-18 meals/semester + 275 DB	366	-	(366)	-100.0%

Cajun Commuter - 20 meals/semester + \$50 DB		200	200	NEW
Cajun Commuter - 35 meals/semester + \$75 DB		340	340	NEW

Cajun Commuter - 55 meals/semester + \$100 DB		500	500	NEW
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Cajun Community - 15 meals/semester + \$80 DB		200	200	NEW
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Cajun Community - 25 meals/semester + \$75 DB		250	250	NEW
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Cajun Community - 50 meals/semester + \$50 DB		350	350	NEW
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Declining Balance Only - \$150 DB		150	150	NEW
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Declining Balance Only - \$300 DB		300	300	NEW
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Declining Balance Only - \$500 DB		500	500	NEW
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Summer Storage Option (Legacy Park & The Heritage Apartments Only) *Per Semester

1 & 2 bedroom apartments		300	300	NEW
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3 bedroom apartments		450	450	NEW
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4 bedroom apartments		600	600	NEW
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University of Louisiana at Monroe

ROOM ONLY RATES	Current 2021-2022	Proposed 2022-2023	Increase	Percentage Increase
Resident Hall				
Masur Dorm - Double	1,438	1,467	29	2.0%
Madison Dorm - Double	1,557	1,588	31	2.0%
Ouachita Dorm - Double	1,557	1,588	31	2.0%
Masur Dorm - Single	2,308	2,354	46	2.0%
Madison Dorm - Single	2,576	2,628	52	2.0%
Ouachita Dorm - Single	2,576	2,628	52	2.0%
University Suites				
University Commons I	2,295	2,341	46	2.0%
University Commons II	2,933	2,992	59	2.0%
Bayou Suites	2,933	2,992	59	2.0%
University Apartments				
Apt 4 Bedroom 10 month	3,210	3,274	64	2.0%
Apt 4 Bedroom 12 month	3,425	3,494	69	2.0%
Apt 2 Bedroom 12 month	3,908	3,986	78	2.0%
Apt 1 bedroom 12 month	4,627	4,720	93	2.0%
MEAL PLAN RATES				
All Access Unlimited meals + \$150 Flex	1,930	2,055	125	6.5%
Maroon Plan - 160 meals per semester +\$565 Flex	1,799	1,916	117	6.5%
Village Plan- 55 meals per sem + \$465 Flex	964	1,027	63	6.5%
All Access Gold - Unlimited Meals + \$250 Flex	2,029	2,161	132	6.5%
All Access Platinum - Unlimited Meals + \$350 Flex	2,126	2,264	138	6.5%
Commuter Plan 1- 20 meals + \$325 Flex per sem	411	438	27	6.5%
Commuter Plan 2- all Flex dollars	308	328	20	6.5%
Schulze Commuter - 30 meals per semester	154	164	10	6.5%

Rationale-

Requested meal plan prices- Proposed increase comply with Aramark's contractual obligation for the CPI.

Requested Housing Rate increases- Proposed increases are in accordance with established Proforma for bond issue.

University of New Orleans

	Current 2021-2022	Proposed 2022-2023	Increase	Percentage Increase
Pontchartrain Hall:				
All residents must purchase a resident meal plan				
SEMESTER (Fall or Spring)				
1 BR	4,485	4,500	15	0.33%
2 BR	3,750	3,850	100	2.67%
4 BR 97 sq ft	2,975	3,060	85	2.86%
4 BR 90 sq ft	2,975	3,060	85	2.86%
SUMMER Semester Only				
1 BR	2,700	2,700	-	0.00%
2 BR	2,325	2,325	-	0.00%
4 BR 97 sq ft	2,000	2,000	-	0.00%
4 BR 90 sq ft	2,000	2,000	-	0.00%
ACADEMIC (Fall and Spring Semesters)				
1 BR	8,570	8,670	100	1.17%
2 BR	7,300	7,440	140	1.92%
4 BR 97 sq ft	5,810	5,960	150	2.58%
4 BR 90 sq ft	5,810	5,960	150	2.58%
FULL YEAR (12 months)				
1 BR	10,900	11,000	100	0.92%
2 BR	9,100	9,240	140	1.54%
4 BR 97 sq ft	7,325	7,460	135	1.84%
4 BR 90 sq ft	7,325	7,460	135	1.84%
Conference Rates				
1 BR	60	60	-	0.00%
2 BR	50	50	-	0.00%
4 BR	40	40	-	0.00%
Lafitte Village - Married/Family Student Housing				
1-Bedroom Unit Student	765	775	10	1.31%
1-Bedroom Unit Faculty/Staff	775	800	25	3.23%
2-Bedroom Unit Student	875	885	10	1.14%
2-Bedroom Unit Faculty/Staff	885	910	25	2.82%
Associated Fees:				
Extended Stay Fee between semesters	250	250	-	0.00%
Late Rental Fee	35	35	-	0.00%
Deposit	250	250	-	0.00%
Application Fee	100	100	-	0.00%

Contract Buyout Fee	500	750	250	50.00%
Mardi Gras Visitor Fee		35		100.00%
Resident Meal Plans				
DISCONTINUED 19 meals anytime/anywhere \$100 DB	2,360	-	(2,360)	-100.00%
Privateer Unlimited 19 meals(Galley), 7 trades, + \$150 DB		2,600		NEW
DISCONTINUED 15 meals (Galley) plus \$200 DB	2,075		(2,075)	-100.00%
Lifestyle 15 meals (Galley plus \$300 DB		2,340		NEW
DISCONTINUED 12 meals (Galley) plus \$300 DB	1,970		(1,970)	-100.00%
Essentials 12 Meals (Galley) plus \$450 DB		2,285		NEW
Summer - \$927 all Declining Balance	927	975	48	5.18%
Commuter Meal Plans				
NEW 50 Meal Block plus student choice Declining Balance	420	450	30	7.14%
NEW 25 Meal Block plus student choice Declining Balance	225	240	15	6.67%
\$150 Declining Balance (Privateer Bucks) Fall & Spring	150	200	50	33.33%
\$75 Declining Balance (Privateer Bucks) Summer	75	100	25	33.33%
Scholarship Meal Plans (Students not in Dorm)				
DISCONTINUED All Declining Balance	900		(900)	-100.00%
Scholarship Off Campus 10Meals (Galley) plus 500 Declining Balance		1,700		NEW

Energy Surcharge and Other Fees

FY 2022-2023

	Current	Change	Proposed	Staff Approved Comments	Log
Grambling					
Energy Surcharge	\$ 10.00	-	\$ 10.00		
Louisiana Tech University					
Energy Surcharge	\$ 10.00	-	\$ 10.00		
McNeese State University					
Energy Surcharge	\$ 7.50	\$ 2.50	\$ 10.00		
HHP 345L	\$ -	\$ 25.00	\$ 25.00	1/25/2022 Establish lab fee for Physiology of Exercise Lab Course	2022-03
Thesis Binding Fee	\$ 10.00	\$ 10.00	\$ 20.00	2/21/2022 Increase in fee to cover increase in cost	2022-04
Nicholls State					
Energy Surcharge	\$ 4.50	\$ 5.50	\$ 10.00		
Northwestern State University					
Energy Surcharge	-	-	-		
Southeastern Louisiana University					
Energy Surcharge	\$ 6.50	\$ 3.50	\$ 10.00		
Study Abroad	various	various	various	2/22/2022 Various Study Abroad programs	2022-02
University of Louisiana at Lafayette					
Energy Surcharge	\$ 7.00	\$ 1.50	\$ 8.50		
College of the Arts Fee	\$ 125.00	\$ -	\$ 125.00	8/11/2021 Adds courses to be charged an existing lab fee to support the Digital Media Research Center	2022-01
University of Louisiana at Monroe					
Energy Surcharge	\$ 4.50	\$ 1.00	\$ 5.50		
Construction Mgmt & Social Sciences Fee	\$ 165.00	\$ 35.00	\$ 200.00	6/11/2021 Increase in computer-based test fee	2021-05
University of New Orleans					
Energy Surcharge	\$ 10.00	\$ -	\$ 10.00		

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

FINANCE COMMITTEE

April 21, 2022

Item I.8. **University of New Orleans'** request for approval to allow for a student referendum for a new Student Experience Fee.

EXECUTIVE SUMMARY

The University of New Orleans Student Government Association proposes a referendum for a student vote to create a Student Experience Fee. The fee would initially be \$300 for part-time students and \$400 for full-time students. The fee would be allowed to increase by a percentage equal to percent increases in tuition, up to 5%. The Student Experience Fee would replace the current Athletics Fee. The current Athletics Fee at 6 hours is \$62.34 and at 12 hours is \$100.

The Student Experience Fee would provide funding for creating new athletics programs and funding for student activities, retention, intramural programs, and diversity programs. A start date for the assessing the fee has not yet been determined.

The Student Experience Fee would be assessed for the fall, spring, and summer semesters. A student election is anticipated to be held with the homecoming election in November 2022.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to allow for a Student Referendum for a new Student Experience Fee.



THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

I.8.

March 31, 2022

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

Re: University of New Orleans

Dear Dr. Henderson,

The University of New Orleans requests approval of SGA's Request to Conduct a Referendum for Self-Assessed Privateer Student Experience Fee.

Thank you for your consideration of this request. Please do not hesitate to contact me should you have any questions.

Sincerely,

John W. Nicklow
President

R.S22D002

Referred To: VPLA Goldstein

Date Filed: Monday, April 4th, 2022

Number of Pages Total: 4

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A REFERENDUM

This is a referendum to call for a vote on whether or not to pass the proposed Student Experience Fee.

The Athletics Department in consultation with a third-party organization, conducted a feasibility study which made clear the need for investment into new Athletic Programs, Marching Band, Student Activities, Retention Programs, Intramural/Club Programs, and Student Diversity Programs. The Student Experience Fee proposed herein would provide the funding necessary to invest in the aforementioned programs.

The Student Experience Fee shall be a perpetual fee of \$300 per semester for part-time students and \$400 per semester for full-time students and shall replace the current Athletics Fee.

The additional revenue received by the University of New Orleans Athletics Department shall be used to realize a University of New Orleans marching band, football program, women's soccer program, and women's golf program.

Revenue for the Student Experience Fee is estimated to generate \$4,067,584.25. This revenue shall be divided as follows: ninety percent (90%) of revenue shall be for Athletics, six percent (6%) of revenue shall be for Marching Band, one percent (1%) of revenue shall be for Student Activities, one percent (1%) of revenue shall be for Retention Programs, one percent (1%) of revenue shall be for Intermural/Club Programs, and one percent (1%) of revenue shall be for Student Diversity Programs.

The current set of fees are as follows: 1-3 hours: \$31.94, 4-6 hours: \$62.34, 7-9 hours: \$78.10, 10-11 hours: \$93.98, 12+ hours: \$100.00.

Under the current set of fees, revenue yielded in the fiscal year of 2020 by the University of New Orleans Athletics Department via student fees amounted to \$1,394,966.

In accordance with the University of New Orleans SGA Constitution, a referendum has been filed by the University of New Orleans Student Government Association Senate which, following its approval by the Senate will be brought before the relevant electorate on the homecoming ballot during the November 2022 election.

Whereas, The Student Government Association is vested with the authority to call for student referendums;

Whereas, The University of New Orleans constitution requires that the creation of or change to student fees requires a referendum vote to be enacted;

Whereas, The creation of a Student Experience Fee for the purpose of creating new athletics programs and funding student activities, retention, intramural programs, and diversity programs will be a subject widely discussed and debated amongst the student body;

Whereas, To ensure students have the opportunity to directly impact the outcome of this debate and give their full measure of attention to the issues surrounding the creation of a Student Experience Fee;

Whereas, University of New Orleans Athletics can promote student life, facilitate outreach in the New Orleans community, and boost enrollment with the creation of new athletics programs and increased funding to student activities, diversity, and retention programs with the additional funds provided by the proposed Student Experience Fee;

Whereas, To maintain the well-being of University of New Orleans Athletics, the Student Experience Fee must be applied;

Whereas, The Student Experience Fee allows for the University of New Orleans and its students to maintain a fully competitive Athletics Department;

Whereas, The current student experience fee structure is difficult to understand and varies greatly depending on hours of enrollment;

Whereas, The Department of Athletics has prepared language in accordance with the results of a commissioned Feasibility Study and a Student Focus Group Study and agreements with University Administration on a financing model;

Whereas, The Fall 2022 homecoming election would allow for a referendum vote without the need for a special election;

BE IT RESOLVED BY THE UNIVERSITY OF NEW ORLEANS STUDENT GOVERNMENT ASSOCIATION SENATE THAT:

- I. A STUDENT WIDE REFERENDUM SHALL BE HELD DURING THE FALL 2022 HOMECOMING ELECTION WITH THE BALLOT LANGUAGE SPECIFIED IN THE "BALLOT LANGUAGE" SECTION OF THIS DOCUMENT;
- II. A STUDENT EXPERIENCE FEE SHALL REPLACE THE CURRENT ATHLETICS FEE. IN ALL INSTANCES WHERE STANDING POLICIES REFER TO THE CURRENTLY APPLICABLE ATHLETICS FEE SHALL BE REPLACED WITH THE STUDENT EXPERIENCE FEE;
- III. BE IT FURTHER RESOLVED THAT, THE FEES ESTABLISHED BY THE STUDENT EXPERIENCE FEE SHALL BE:
 - a. STUDENT EXPERIENCE FEE TO BE INITIALLY ASSESSED AT THREE HUNDRED DOLLARS (\$300) PER SEMESTER FOR PART TIME STUDENTS AND FOUR HUNDRED DOLLARS (\$400) PER SEMESTER FOR FULL TIME STUDENTS;
 - b. STUDENT EXPERIENCE FEE SHALL YIELD NINETY PERCENT (90%) OF ITS REVENUE PER SEMESTER FOR THE FUNDING OF ATHLETICS;
 - c. STUDENT EXPERIENCE FEE SHALL YIELD SIX PERCENT (6%) OF ITS REVENUE PER SEMESTER FOR THE FUNDING OF MARCHING BAND;
 - d. STUDENT EXPERIENCE FEE SHALL YIELD ONE PERCENT (1%) OF ITS REVENUE PER SEMESTER FOR THE FUNDING OF STUDENT ACTIVITIES;
 - e. STUDENT EXPERIENCE FEE SHALL YIELD ONE PERCENT (1%) OF ITS REVENUE PER SEMESTER FOR THE FUNDING OF RETENTION PROGRAMS;

- f. STUDENT EXPERIENCE FEE SHALL YIELD ONE PERCENT (1%) OF ITS REVENUE PER SEMESTER FOR THE FUNDING OF INTERMURAL/CLUB PROGRAMS;
 - g. STUDENT EXPERIENCE FEE SHALL YIELD ONE PERCENT (1%) OF ITS REVENUE PER SEMESTER FOR THE FUNDING OF STUDENT DIVERSITY PROGRAMS;
- IV. BE IT FURTHER RESOLVED THAT, ALL FEES ESTABLISHED BY THE STUDENT EXPERIENCE FEE SHALL BE ALLOWED BY THE ATHLETICS DEPARTMENT TO INCREASE EACH ACADEMIC YEAR BY ZERO (0%) TO FIVE PERCENT (5%) IN THE EVENT THAT THE UNIVERSITY RAISES TUITION GREATER THAN FIVE PERCENT (5%), THE DEPARTMENT(S) RESPONSIBLE FOR EACH FEE ARE GRANTED THE POWER TO RAISE THEIR FEES UP TO THE PERCENTAGE OF THE TUITION INCREASE, BUT NO GREATER;
- V. BE IT FURTHER RESOLVED THAT, ALL FUNDS GENERATED BY THE STUDENT EXPERIENCE FEE SHALL BE USED, BUDGETED, AND ALLOCATED ACCORDING TO THE POLICIES GOVERNING THIS REFERENDUM;
- VI. BE IT FURTHER RESOLVED THAT, ALL UNUSED STUDENT EXPERIENCE FEE FUNDS SHALL BE ALLOCATED ACCORDING TO THE POLICIES GOVERNING THIS REFERENDUM IN THE FOLLOWING FISCAL YEAR;
- VII. THE STUDENT SENATE SUPPORTS THE CREATION OF THE STUDENT EXPERIENCE FEE AS PROPOSED IN THE BALLOT LANGUAGE DETAILED BELOW.

Ballot Language

The University Administration is proposing the elimination of the “Athletics Fee” and the creation of a “Student Experience Fee” to fund the establishment and operation of a football program, a marching band, a women’s soccer program, and a women’s golf program; as well as, to increase funding to Student Activities Programs, Retention Programs, Student Diversity Programs and Intramural/Club Programs.

The current Athletics Fee structure and proposed Experience Fee are as follows:

	Athletics Fee	Student Experience Fee
Part-Time Students	1-3 Hours – \$31.94 4-6 Hours – \$62.34 7-9 Hours – \$78.10 10-11 Hours – \$93.98	\$300
Full Time Students	12+ Hours – \$100.00	\$400

These fees would go into effect starting during the [to be determined by University Administration] semester.

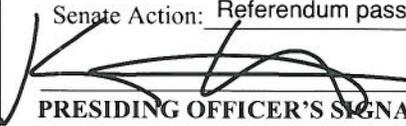
DO YOU SUPPORT THE ESTABLISHMENT OF THE STUDENT EXPERIENCE FEE TO GENERATE FUNDING FOR FOOTBALL, WOMEN’S SOCCER, WOMEN’S GOLF, MARCHING BAND, STUDENT ACTIVITIES, RETENTION PROGRAMS, INTRAMURAL/CLUB PROGRAMS, AND STUDENT DIVERSITY PROGRAMS?

Yes

No

Senate Action: Referendum passed

Vote: 15 - yes, 5 - abstain, 1 - no



04/06/2022

PRESIDING OFFICER'S SIGNATURE

DATE

SG President's Action: Referendum Passed



04/06/2022

SGA PRESIDENT'S SIGNATURE

DATE

VETO OVERRIDE

Senate Action on Veto: _____

Vote: _____

PRESIDING OFFICER'S SIGNATURE

DATE

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

FINANCE COMMITTEE

April 21, 2022

Item I.9. **University of Louisiana System's** report on internal and external audit activity for the period of February 14 to April 17, 2022.

EXECUTIVE SUMMARY

Attached is a list of internal and external reports completed by various auditors since the February Board meeting. The internal audit reports are prepared based upon independent review of university departments and functions. The internal audits are designed to ascertain compliance with established policies and procedures, to evaluate operational efficiencies of business and management practices, and to determine adequacy of internal controls. The internal audits are conducted to provide management with recommendations and comments designed to improve the operations of university departments and functions. External audits are generally conducted in accordance with laws, regulations, or contracts. Also included are internal audits that are currently in progress.

This is a report only and no action by the Board is necessary.