

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

Item I.1. **Grambling State University's** request to start negotiations for property acquisition in Grambling, Louisiana.

EXECUTIVE SUMMARY

Grambling State University plans to acquire undeveloped properties adjacent to the University and within the City of Grambling and desires authorization to start negotiations with property owners.

The acquisition of undeveloped property in Grambling, Louisiana includes an opportunity for the University's safety and growth initiatives such as, but not limited to, the following purpose:

1. **Safety**: Properties are all contiguous to the university campus and will assist in securing the campus border; and
2. **Growth**: New programs and facilities' expansion for some of the identified properties.

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 for approval to start negotiations with property owners for the acquisition of properties in Grambling, Louisiana.

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

BE IT FURTHER RESOLVED, that the President of Grambling State University and his or her designee is hereby designated and authorized to execute any and all documents necessary for property acquisitions in Grambling, Louisiana.

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



Office of the President

April 5, 2023

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

**SUBJECT: REQUEST FOR APPROVAL TO START NEGOTIATIONS FOR PROPERTY
ACQUISITIONS IN GRAMBLING, LOUISIANA**

Grambling State University (GSU) respectfully requests approval to start negotiations for property acquisition in Grambling, LA. Grambling State University plans to acquire undeveloped properties adjacent to the university and within the City of Grambling

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is written over a horizontal line.

Richard J. Gallot, Jr., JD
President

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

- Item I.2.** **Grambling State University's** request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage construction of the Property and Receiving Warehouse to be located on the campus of Grambling State University.

EXECUTIVE SUMMARY

Grambling State University's Property and Receiving Warehouse was destroyed by a fire in October of 2020. The cost estimate to rebuild the existing facility was estimated at \$1.6 million, far exceeding the settlement from the insurance proceeds.

Grambling State University plans to build a new metal building to house the Property and Receiving Warehouse located next to the Facilities Department. The building will be approximately 8,000 square feet and include offices, restrooms, and a large receiving and holding warehouse. The estimated cost of construction is approximately \$1.2 million and will be funded from insurance proceeds and self-generated funds.

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

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

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 for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the Property and Receiving Warehouse Construction Project located on the campus of Grambling State University.

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

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

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



Office of the President

April 5, 2023

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

**SUBJECT: REQUEST FOR APPROVAL TO BECOME THE FACILITY PLANNING AND
CONTROL DELEGATED AUTHORITY TO MANAGE CONSTRUCTION OF THE
PROPERTY AND RECEIVING WAREHOUSE**

Grambling State University (GSU) respectfully requests approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage construction of the Property and Receiving Warehouse to be located on the campus of Grambling State University.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is written over a horizontal line.

Richard J. Gallot, Jr., JD
President

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

- Item I.3.** **Nicholls State University’s** request for approval to name the Student Union common student gathering/social space inside the Donald G. Bollinger Memorial Student Union the “Boysie Bollinger Commons.”

EXECUTIVE SUMMARY

The University is requesting approval to name the Student Union common student gathering/social space inside the Donald G. Bollinger Memorial Student Union on the Nicholls campus the “*Boysie Bollinger Commons.*”

Mr. Boysie Bollinger and his family are extraordinarily supportive of Nicholls State University. Mr. Bollinger has graciously donated to the Chef John Folse Culinary Institute and the Student Union which bears his father’s name, the Donald G. Bollinger Memorial Student Union. The naming of this space would be a fitting tribute to recognize his generous support of the University and his significant monetary contribution to fund the renovations of the Donald G. Bollinger Memorial Student Union. This naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the Student Union common student gathering/social space inside the Donald G. Bollinger Memorial Student Union the “*Boysie Bollinger Commons.*”



Nicholls State University

Office of the President

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

I.3.

April 5, 2023

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 27, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

*Name Common Student Gathering/Social Space in the
Donald G. Bollinger Memorial Student Union the "Boysie Bollinger Commons."*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

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



Nicholls State University

Office of the President

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

April 5, 2023

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

*RE: Name the common student gathering/social space
in the Donald G. Bollinger Memorial Student Union*

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the following common student gathering/
social space in the Donald G. Bollinger Memorial Student Union:

Boysie Bollinger Commons.

Mr. Boysie Bollinger and his family are extraordinarily supportive of Nicholls State University. Mr. Bollinger has graciously donated to the Chef John Folse Culinary Institute and the Student Union which bears his father's name, the Donald G. Bollinger Memorial Student Union. The naming of this space would be a fitting tribute to recognize his generous support of the university and his significant monetary contribution to fund the renovations of the Donald G. Bollinger Memorial Student Union.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the Student Union common student gathering/social space inside the Donald G. Bollinger Memorial Student Union, the "Boysie Bollinger Commons."

Sincerely,

Jay Clune, PhD
President

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

Item I.4. **Nicholls State University's** request for approval to amend its Five-Year Capital Outlay submission to include a new Women's Student Athlete Performance Center.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August 2022 by adding a project to construct a new Women's Student Athlete Performance Center and deleting the Softball Fieldhouse, Planning & Construction project. This facility will provide a softball and soccer fieldhouse for female athletes that will be located in close proximity to the softball field. Currently the softball program is housed in Shaver Gym. They are in extremely cramped conditions and the field is not easily accessible from this location. The construction of this facility will assist in satisfying Title IX requirements.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents have been prepared and will be submitted, processed, and forwarded up to the Department level for these projects upon approval by the Board as a late submission. The eCORTS project number is 571282. The estimated cost of the project is \$7,000,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to amend its Five-Year Capital Outlay submission to include a new Women's Student Athlete Performance Center.*



Nicholls State University

Office of the President

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

I.4.

April 5, 2023

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 27, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

Amend Five-Year Capital Outlay Plan.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

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

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

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	ADA Upgrades, Multi-Building	GOB		\$7,050,803	\$7,050,803				\$14,101,606
2	E	Fire Alarm Integration, Multi-Building	GOB		\$3,056,464	\$0				\$3,056,464
3	E	Drainage Improvements & Raising Level of Streets, Planning & Construction, Campus Wide	GOB		\$7,250,000	\$7,250,000				\$14,500,000
4	E	Guidry Stadium Structural Repairs/Waterproofing	GOB		\$4,375,960	\$0				\$4,375,960
5	E	Campus Street Lighting Replacement	GOB		\$7,116,049	\$0				\$7,116,049
6	C	Renovation & Addition to Athletic Facility, Phase II	GOB, S/G		\$4,204,500	\$0				\$4,204,500
7	C	Coastal Center Facility	GOB, S/G		\$14,300,000	\$11,700,000				\$26,000,000
8	C	Stopher Hall Restroom ADA Upgrade	GOB	\$133,544	\$1,516,456					\$1,650,000
9	N	New Nursing Building, Planning & Construction	GOB		\$1,541,667	\$18,458,333				\$20,000,000
10	N	Lafourche Crossing Farm, Farm to Table Pavilion	GOB		\$1,750,000					\$1,750,000
11	N	New College of Business Building	GOB,S/G		\$1,916,667	\$22,083,333				\$24,000,000
12	N	Fieldhouse, Planning & Construction	GOB/SG		\$790,405	\$2,794,455				\$3,584,860
13	N	Student Life Center, Planning & Construction	GOB		\$398,750	\$4,676,250				\$5,075,000
14	N	Welcome Center - Alumni House, Planning & Construction	GOB		\$290,000	\$3,335,000				\$3,625,000
15	N	Ellender Library Modernization, Phase I	GOB		\$688,266	\$6,627,097				\$7,315,363
16	N	Ellender Library Modernization, Phase II	GOB			\$571,903	\$6,627,097			\$7,199,000
17	N	Ellender Library Modernization, Phase III	GOB				\$738,868	\$8,458,482		\$9,197,350
18	N	Gouaux Hall Demolition, Replacement, Planning & Construction	GOB		\$3,150,000	\$15,750,000	\$21,100,000			\$40,000,000
19	N	Women's Student Athlete Performance Center	GOB		\$579,167	\$6,420,833				\$7,000,000
20	N	Conference Center	GOB		\$1,727,917	\$20,022,083				\$21,750,000
21	N	New Residence Hall Building, Planning & Construction	GOB		\$2,122,800	\$24,365,800				\$26,488,600

22	N	Peltier Hall Air Handlers Replacement	GOB		\$5,236,980					\$5,236,980	
23	N	Air Handlers Replacement, Planning & Construction, Multi-Building	GOB		\$3,831,163	\$3,831,163				\$7,662,326	
24	N	Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	GOB		\$615,356	\$6,768,919				\$7,384,275	
25	N	Information Technology Center Renovation, Planning & Construction	GOB		\$495,259	\$6,671,347				\$7,166,606	
26	N	College of Education (Polk Hall) Renovation, Planning & Construction	GOB		\$694,185	\$6,037,328				\$6,731,513	
27	N	Electrical Upgrade Phase III	GOB		\$2,713,348					\$2,713,348	
28	N	Operations and Maintenance Building, Planning & Construction	GOB		\$1,700,369	\$4,299,631				\$6,000,000	
			Total		\$133,544	\$79,112,531	\$178,714,278	\$28,465,965	\$8,458,482	\$0	\$294,884,800

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

Item I.5. **University of Louisiana at Lafayette's** request for approval to amend its Five-Year Capital Outlay submission to include adjustments to the following request and the addition of Planning & Construction for one project.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August 2022 by adding a project to construct a new Ira Nelson Horticulture Center on University property. This will relocate the operations and programs from aging and deteriorating 1955 built greenhouses and facilities into a new facility. The strategic long-term institutional priorities have been updated with this project becoming a higher priority.

The University has been developing a project for the University's Ira Nelson Horticulture Center that allows the University to expand its programs and community outreach specifically for Sustainability Efforts. The project will build classrooms, greenhouses, a conservatory, and support facilities for the University's programs. The original plan submission did not include this project.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents have been prepared and will be submitted, processed, and forwarded up to the Department level for these projects upon approval by the Board as a late submission. The eCORTS project number is 571278. The estimated cost of the project is \$41,920,361.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to amend its Five-Year Capital Outlay submission to include Planning & Construction for the Ira Nelson Horticulture Center.



April 5, 2023

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

Dear Dr. Henderson:

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August 2022 by adding a project to construct a new Ira Nelson Horticulture Center on University property. This will relocate the operations and programs from aging and deteriorating 1955 built greenhouses and facilities into a new facility. The strategic long-term institutional priorities have been updated with this project becoming a higher priority.

The University has been developing a project for the University's Ira Nelson Horticulture Center that allows the University to expand its programs and community outreach specifically for the sustainability efforts. The project will build classrooms, greenhouses, a conservatory, and support facilities for the University's programs. The original plan submission did not include this project.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents have been prepared and will be submitted and processed and forwarded up to the Department level for these projects upon approval by the Board as a late submission. The eCORTS project number is 571278. The estimated cost of the project is \$41,920,361.

Please place this item on the agenda for the April 2023 meeting of the Board of Supervisors. Thank you for your consideration.

Sincerely,

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

E. Joseph Savoie
President

SVC

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
FACILITIES PLANNING COMMITTEE**

April 27, 2023

- Item I.6.** **University of Louisiana at Lafayette's** request for approval to demolish the former Oncology Building 601A St. Mary that has exceeded its useful lifespan and is to be replaced by a new building.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish this building due to the cost to renovate being more expensive than the value of the facility, it no longer serves a useful purpose, and to make room for future development of the Health Sciences academic buildings. The building is listed as follows: Oncology Building (1980) – Main Campus, Health Sciences area – formerly Our Lady of Lourdes.

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

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 demolish the Oncology Building 601A St. Mary (formerly Our Lady of Lourdes).*

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

***AND FURTHER,** that the University of Louisiana at Lafayette will provide System office with copies of approvals.*

UL Lafayette Proposed Demolition of 1 Building

1. Oncology Building – Main Campus – Health Sciences (formerly OLOL) Senate District 23 – Page Cortez House District 45 – Jean-Paul Coussan

- 1) State Property List Name: Oncology Building -
601A ST MARY BLVD. Lourdes
- 2) State Site Code: 428006
- 3) State ID Number: 428006/145 Legacy Building ID: S29228
- 4) Address: 601A ST MARY BLVD. LAFAYETTE LA
- 5) Construction: metal frame, slab construction, synthetic stucco
- 6) Construction Date: 1980
- 7) Square Footage: 4,491 sq. ft.



View from east facing west.



View from south facing north.



Satellite View – red area with yellow outline



April 5, 2023

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

RE: Oncology Building (428006/145) Demolition

**Senate District 23 – Page Cortez
House District 45 – Jean-Paul Coussan**

Dear Dr. Henderson:

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are required to have a resolution of approval from our governing board.

The University is requesting Board approval to demolish the above mentioned building due to the cost to renovate being more expensive than the value of the facility, it no longer serves a useful purpose and to make room for future development of the Health Sciences academic buildings.

Should you have any further questions, please contact me or Scott Hebert at (337) 482-2001. Please place this item on the agenda for the April 2023 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', written over the word 'Sincerely,'.

E. Joseph Savoie
President

svc
Attachment

C: Mr. Roger Husser
Mr. Bruce Janet
Mr. Jerry LeBlanc
Mr. Scott Hebert
Mr. E. Phil Ashurst

UL Lafayette Proposed Demolition of 1 Building

1. Oncology Building – Main Campus – Health Sciences (formerly OLOL) Senate District 23 – Page Cortez House District 45 – Jean-Paul Coussan

- 1) State Property List Name: Oncology Building -
601A ST MARY BLVD. Lourdes
- 2) State Site Code: 428006
- 3) State ID Number: 428006/145 Legacy Building ID: S29228
- 4) Address: 601A ST MARY BLVD. LAFAYETTE LA
- 5) Construction: metal frame, slab construction, synthetic stucco
- 6) Construction Date: 1980
- 7) Square Footage: 4,491 sq. ft.



View from east facing west.



View from south facing north.



Satellite View – red area with yellow outline

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

- Item I.7.** **University of Louisiana at Lafayette’s** request for approval to enter into a Ground Lease with Ragin’ Cajun Facilities, Inc. of the property previously acquired from Our Lady of Lourdes Regional Medical Center, Inc. and the Society of the Roman Catholic Church of the Diocese of Lafayette for development into the University’s Health Sciences Campus, as authorized by La. R.S. 17:3361, and a related Partial Assignment and Assumption of Leases to assign the preexisting leases of space in the property to RCFI.

EXECUTIVE SUMMARY

The Board, on behalf of the University, recently acquired the subject property from Our Lady of Lourdes Regional Medical Center, Inc. and the Society of the Roman Catholic Church of the Diocese of Lafayette. The University plans to develop the property into its Health Sciences Campus (the “Facilities”). The property encompasses eight buildings of varying types, three parking garages, and additional vacant space. Ragin’ Cajun Facilities, Inc. (RCFI) will perform the development work, which is expected to include the construction of improvements, renovation of existing facilities, and some demolition. The Ground Lease with RCFI is authorized by La. R.S. 17:3361, and it would commence on the date it is fully executed and have a term of ninety-nine (99) years. The term of the Lease is based on the University’s expectation that development of the Health Sciences Campus will be a long-term project dictated by the needs of the University and availability of funding. The total cost of the development of the Health Sciences Campus is unknown at this time.

Upon the Board’s acquisition of the property, certain preexisting leases of portions of the property were assigned to the Board on behalf of the University. In connection with the Ground Lease, these leases will be partially assigned to RCFI to perform management and maintenance functions, with the University continuing to perform the other obligations under the leases.

The University seeks approval to enter into the referenced Ground Lease with RCFI for \$1 per year and the development by RCFI of the Health Sciences Campus thereon, and to assign the aforescribed leases to RCFI.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for to enter into a Ground Lease with Ragin' Cajun Facilities, Inc. of the property previously acquired from Our Lady of Lourdes Regional Medical Center, Inc. and the Society of the Roman Catholic Church of the Diocese of Lafayette for development into the University's Health Sciences Campus, as authorized by La. R.S. 17:3361, and a related Partial Assignment and Assumption of Leases to assign the preexisting leases of space in the property to RCFI.

BE IT FURTHER RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request to assign preexisting leases of portions of the property to RCFI.

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

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

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



April 5, 2023

Université des Acadiens

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

Dear Dr. Henderson:

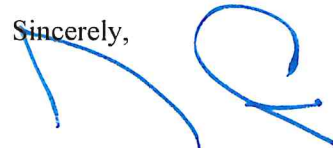
This is a request for permission for the University to enter into a Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) of the property previously acquired from Our Lady of Lourdes Regional Medical Center, Inc. and the Society of the Roman Catholic Church of the Diocese of Lafayette for a term of ninety-nine (99) years. RCFI would develop the property into the University's Health Sciences Campus (the "Facilities") over time based on the University's needs and available funding. RCFI would own the Facilities during the term of the lease, the Board could sublease the completed Facilities from RCFI, and the Board would acquire ownership of the Facilities at termination of the lease. The total cost of the project is unknown at this time.

Additionally, this is a request for permission to assign certain preexisting leases of portions of the property to RCFI for management and maintenance in connection with the Ground Lease.

The University is seeking approval of the Board of Supervisors for the University of Louisiana System to enter into the referenced Ground Lease with RCFI for \$1 per year and development by RCFI of the Facilities thereon, and for the assignment of the preexisting leases to RCFI. The drafts of the Ground Lease and Partial Assignment and Assumption of Leases are attached, which will be approved by System staff and legal counsel prior to execution.

Please place this item on the agenda for the April 2023 meeting of the Board of Supervisors.

Sincerely,



E. Joseph Savoie
President

svc
Attachment

**GROUND LEASE AGREEMENT
FOR THE HEALTH SCIENCES CAMPUS**

by and between

**Board of Supervisors for the
University of Louisiana System, on behalf of
UNIVERSITY OF LOUISIANA AT LAFAYETTE
(as Lessor)**

and

**RAGIN' CAJUN FACILITIES, INC.
(as Lessee)**

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**GROUND LEASE AGREEMENT
FOR THE HEALTH SCIENCES CAMPUS**

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

RECITALS

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

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

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

WHEREAS, the University plans to Develop (defined herein) the Leased Property into its Health Sciences Campus; and

WHEREAS, portions of the Leased Property are presently leased to third parties and need to be managed and maintained; and

WHEREAS, in order to further these functions of the Board, the Board and the Corporation desire to enter into this Lease whereby the Board will lease the Leased Property to the Corporation for the purposes of managing and maintaining the Leased Property and planning for the Development (defined herein) of the Leased Property.

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

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. In addition to such other defined terms as may be set forth in this Lease, the following terms shall have the following meanings:

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

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

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

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

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

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

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

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

“Contract” means that certain contract between the Corporation and the Design-Build Team for the design and construction of the Facilities.

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

“Design-Build Team” means all construction and design professionals performing services under the Contract.

“Develop” and “Development” mean the erection, construction, alteration, improvement, repair or demolition of immovable property.

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

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

“Event of Default” means any matter identified as an event of default under Section 10.1 hereof.

“Expiration Date” means the expiration date of this Lease as set forth in Section 2.4 hereof.

“Facilities” means the additions, alterations, and other improvements or changes made to the Leased Property resulting from the Development of the University’s Health Sciences Campus.

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

“Governmental Authority” means any federal, State, parish, regional or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau,

commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

“Hazardous Substance” means (a) any “hazardous substance” as defined in §101(4) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

“Land” means the real property more particularly described on Exhibit A attached hereto and incorporated herein, upon which the Facilities are to be located, together with all other rights and interests leased pursuant to Section 2.1 hereof.

“Leased Property” means the Land and the existing structures thereon being leased to the Corporation pursuant to Section 2.1 hereof.

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

“Plans and Specifications” means the plans and specifications for the construction of the Facilities as implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the Facilities, to be approved by the Advisory Committee and the Corporation, as may be amended from time to time as permitted in Section 5.2 hereof.

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

“Term” means the term of this Lease as set forth in Section 2.4 hereof.

“University” means the University of Louisiana at Lafayette, Lafayette, Lafayette Parish, Louisiana.

ARTICLE 2 LEASE OF PROPERTY - TERMS OF LEASE

Section 2.1 Lease of Property. The Board does hereby let, demise, and rent to the Corporation, and the Corporation does hereby rent and lease from the Board, the Leased Property. The Corporation, by execution of this Lease, accepts the leasehold estate herein. This Lease is made subject to the leases described on Exhibit B. Upon the termination of each lease, the Corporation will take possession of the part of the Leased Property previously subject to said lease.

Section 2.2 The Board’s Improvements. The Board shall have the right to make improvements and additions to the Leased Premises. The improvements and additions constructed

by the Board shall be owned by the Board and, upon completion, be included in the Leased Premises and leased to the Corporation in accordance with this Lease.

Section 2.3 Habendum. The Board hereby grants the right to have and to hold the Leased Property, 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 2.4 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 2.4 Term. Unless sooner terminated as herein provided, this Lease shall continue and remain in full force and effect for a term of ninety-nine (99) years, commencing on the Effective Date.

**ARTICLE 3
CONSIDERATION**

Section 3.1 Rent. The Corporation shall pay to the Board, at the address set forth in Section 17.2 or such other place as the Board may designate from time to time in writing, as annual rent for the Leased Property (“*Rent*”), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Effective Date and a like installment due on each anniversary thereafter during the Term.

Section 3.2 Additional Obligations. As further consideration for the entering into of this Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article Five herein, and to execute and perform its obligations under all other documents contemplated by and ancillary to this Lease.

**ARTICLE 4
USE OF LEASED PROPERTY**

Section 4.1 Purpose of Lease. The Corporation enters into this Lease for the purpose of leasing the Leased Property from the Board to develop and construct the Facilities for the Board generally in accordance with the Plans and Specifications.

Section 4.2 Benefit of the Board and the University. During the term of this Lease the Corporation shall own the Facilities (except for the Leased Property, which will be owned by the Board and leased to the Corporation pursuant to this Lease) for the support, maintenance, and benefit of the Board. And the Facilities shall be owned for a public purpose related to the performance of the duties and functions of the Board and the University.

Section 4.3 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 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 Lease or specifically referenced in this Lease; and

(b) the waiver by written consent of the Board's right to require removal of the facilities referenced in Section 3362(B) of Title 17 of the Louisiana Revised Statutes, except as set forth in this Lease.

ARTICLE 5 CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF THE FACILITIES

Section 5.1 Facilities Projects. The Board and the Corporation may construct the Facilities in multiple projects and, for each Facility project, amend this Lease to add a description of the Facility to be constructed. Each Facility project may have a separate Contract and Design-Build Team. The provisions of Section 5.2 shall apply to each Facility project.

Section 5.2 The Corporation's Obligations. The Corporation will develop, design, construct, and equip the Facilities on the Land at its own cost and expense. During the term of this Lease, the Facilities shall be owned by the Corporation (except for the Leased Property which will be owned by the Board and leased to the Corporation pursuant to this Lease). Prior to the Expiration Date or earlier termination of this Lease, the Board shall not have any ownership interest in the newly acquired and constructed Facilities. The Board shall not have any financial obligation or other obligation of any kind under this Lease except to review and approve the Corporation's activities and as specifically set forth herein.

(a) The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial, and workmanlike manner all in accordance with this Lease and the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.

(b) Subject to the provisions of this Section 5.2, the Plans and Specifications and all decisions regarding design and construction matters shall be made by the Corporation in consultation with the Design-Build Team. The Corporation shall select the Design-Build Team (all of whom shall comply with licensing requirements of Louisiana law). All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all Applicable Laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority shall have previously reviewed and approved the Plans and Specifications and the form of the Contract for the Facilities.

(c) Changes in work and materials are subject to review and approval of the Advisory Committee; however minor changes in work or materials, not affecting the general character of the Facilities or increasing the cost of Development may be made in the Plans and Specifications at any time without the approval of the Advisory Committee, but a copy of the altered Plans and Specifications shall promptly be furnished to the Advisory Committee. The Corporation shall notify the Advisory Committee of any changes in work or materials that require the Advisory Committee's approval, and the Advisory Committee shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Advisory Committee to make a determination and to approve or disapprove any changes in work or material.

(d) After completion of the Facilities, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Facilities during the Term, the Corporation shall submit plans for such remodeling to the Advisory Committee for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration or remodeling of the Facilities. The Advisory Committee shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All alterations, renovations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all Applicable Laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

(e) Subject to Force Majeure, the Corporation covenants that the Corporation shall substantially complete construction of the Facilities. Notwithstanding anything to the contrary contained herein, a breach by the Corporation of the covenant set forth in this Section 5.2(e) shall not be an Event of Default hereunder. The Board shall be entitled to institute an action seeking specific performance of this covenant by the Corporation.

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

(g) Prior to the Commencement of Construction of the Facilities, any member of the Design-Build Team whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.

(h) Any performance bond, labor and material payment bond, or completion bond provided by a member of the Design-Build Team hired by the Corporation shall be for one hundred percent (100%) of the amount of the contract with such contractor and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety of issuing the bond and rules of the Governmental Authorities regulating the surety.

(i) The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Advisory Committee, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Advisory Committee.

(j) The Corporation shall inspect the Leased Property and arrange for site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Leased Property is suitable for construction of the Facilities. Subject to the permitted encumbrances, if any, shown on Exhibit B attached thereto and incorporated herein, the Corporation accepts the Leased Property in its present condition. However, the Board represents that to the best of its knowledge and belief there are no Hazardous Substances or other materials in or around the Leased Property that would materially impact the construction of the Facilities.

(k) The cost of construction of the Facilities shall include all costs necessary for the Design-Build Team or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

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

ARTICLE 6 ENCUMBRANCES

Section 6.1 Mortgage of Leasehold or the Facilities. The Corporation shall not mortgage, lien, or grant a security interest in the Corporation's leasehold interest in the Leased Property or the Corporation's fee title to the Facilities or any other right of the Corporation hereunder without the prior written consent of the Board.

ARTICLE 7 CERTAIN LIENS PROHIBITED

Section 7.1 No Mechanic's Liens. Except as permitted in Section 7.2 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 Leased Property 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 Leased Property or any part thereof through or under the Corporation.

Section 7.2 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Leased Property, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's Interest endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Lease the amounts paid by the Board until repaid by the Corporation, plus interest at the rate of ten percent (10%) per annum from the date paid by the Board.

ARTICLE 8 AUDITS

Section 8.1 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 9 INDEMNIFICATION

Section 9.1 Contributory Acts. Whenever in this Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes, damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

Section 9.2 Indemnification by the Board. To the extent permitted by law, the Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial, and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties, or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Leased Property, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Leased Property, it being the intent of

the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment, or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of its interests in the Leased Property herein or hereafter created, or as the result of the Corporation exercising any instrument.

ARTICLE 10 TERMINATION; DEFAULT; REMEDIES

Section 10.1 Events of Default. Any one of the following events shall be deemed to be an “Event of Default” by the Corporation under this Lease.

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

(b) The Taking by execution of the Corporation’s leasehold estate for the benefit of any Person.

(c) The Corporation fails 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 Lease and such failure is not cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure within such period and continues such work thereafter diligently and without unnecessary delay, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(d) A court of competent jurisdiction enters 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 Leased Property appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

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

(f) The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) construction for a period of forty-five (45) consecutive days.

Section 10.2 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 10.3 Termination of Lease or Right of Occupancy. Except as otherwise provided in this Lease, the Board shall not have the right to terminate this Lease prior to the Expiration Date hereof. In the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate this Lease or the Corporation's right to occupancy of the Leased Property and the Facilities (if construction has commenced), except that the Facilities, at the option of the Board, shall remain therein. The Board shall have the right to take possession of the Leased Property and the Facilities (if applicable) and to re-let the Leased Property and the Facilities or take possession in its own right for the remaining Term of this Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to convey all of its right, title, and interest in and to the Facilities and all of its rights under this Lease to the new lessee of the Leased Property under the same terms and conditions applicable to the Corporation, unless otherwise agreed to by the Board, or to the Board if the Board wishes to remain in possession on its own behalf, in consideration for the new lessee (or the Board as applicable) agreeing to assume all of the Corporation's obligations under this Lease and under any debt incurred by the Corporation in connection with the construction of the Facilities.

Section 10.4 Rights of the Board Cumulative. All rights and remedies of the Board provided for and permitted in this 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 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 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 11 TITLE TO THE FACILITIES

Section 11.1 Title to Facilities. Title to the newly acquired and constructed Facilities as they are constructed and upon completion thereof shall be vested in the Corporation during the Term of this Lease. The Facilities and all furniture, fixtures, equipment, and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Lease.

Section 11.2 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 Leased Property, and restore the Leased Property to substantially the same condition as it existed on the Effective Date of this 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 Lease is terminated earlier, the Board shall notify the Corporation within thirty (30) days after the termination.

ARTICLE 12 CONDEMNATION

Section 12.1 Condemnation. Upon the permanent Taking of all the Leased Property, this 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 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 12.2 Partial Condemnation. Upon a temporary Taking or a Taking of less than all of the Leased Property, the Board, at its election, may terminate this Lease by giving the Corporation notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Leased Property cannot be economically and feasibly used by the Board for its intended purposes. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Leased Property, and the Board decides not to terminate this Lease, the Board and the Corporation shall either amend this 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 Leased Property.

Section 12.3 Payment of Awards. Upon the Taking of all or any portion of the Leased Property (a) the proceeds of the Award allocable to the value of the Leased Property shall be disbursed in accordance with the provisions of Section 12.4, 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 Lease were in effect and continuing to encumber the Board's Interest).

Section 12.4 Disbursement of Awards. Upon the Taking of all or any portion of the Leased Property, the Corporation shall, upon receipt of notice from the Board instructing the Corporation to do so, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the restoration or replacement of the Leased Property. The Award shall be applied to such restoration and replacement. In the event it is necessary to restore or replace the Leased Property in a different location because of the Taking, the Corporation and the Board agree to amend or enter into a new lease in accordance with Sections Section 12.2 and Section 12.3. In the event the Board, pursuant to the Lease, decides not to restore or replace the Leased Property for any reason, the Award shall belong to the Board, and this Lease shall terminate.

ARTICLE 13
ASSIGNMENT, SUBLETTING, AND
TRANSFERS OF THE CORPORATION'S INTEREST

Section 13.1 Assignment of Leasehold Interest. Except as expressly provided for in this ARTICLE 13, the Corporation shall not have the right to sell or assign the leasehold estate created by this Lease, its fee interest in the Facilities, or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board.

Section 13.2 Subletting. The Board and the Corporation are authorized to enter into a sublease or subleases of the leasehold estate, or portions thereof. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

Section 13.3 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 Lease.

ARTICLE 14
COMPLIANCE CERTIFICATE

Section 14.1 The Corporation Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modification, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants, or conditions hereof upon the part of the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof, and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section 14.1 may be relied upon by any prospective purchaser of the Board's Interest or by any other Person.

Section 14.2 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 Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); and (d) the Effective Date and Expiration Date of the Term, it being intended that any such statement delivered pursuant to this Section 14.2 may be relied upon by any prospective (and permitted) assignee, or sublessee, or mortgage of this Lease or by any assignee or prospective assignee of any

such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person, as approved by the Board.

ARTICLE 15 TAXES AND LICENSES

Section 15.1 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 Leased Property 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 15.1 shall apply only to the extent that the Board is not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Leased Property and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 15.2 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 16 FORCE MAJEURE

Section 16.1 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed or action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall, within ten (10) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof and use commercially reasonable efforts to minimize the impact of the Force Majeure.

ARTICLE 17 MISCELLANEOUS

Section 17.1 Nondiscrimination, Employment, and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex (including pregnancy, gender identity, and transgender status), sexual orientation, age (forty (40) years old or older), genetic information, religion, national origin, citizenship, military or veteran status, or handicap, in employment practices or in the performance of the terms, conditions, covenants, and obligations of this Lease, is prohibited.

Section 17.2 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

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

with copies to:

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

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

If to the Corporation:

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

with a copy to:

Cearley W. Fontenot
Oats & Marino, a Partnership of Professional Corporations
Suite 400
100 E. Vermilion Street
Lafayette, Louisiana 70501

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

Section 17.3 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 act of the parties hereto creates a relationship other than the relationship of the Board and the Corporation.

Section 17.4 Memorandum of Lease. Neither the Board nor the Corporation shall file this Lease for record in Lafayette Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof, the Board and the Corporation agree to execute in recordable form a memorandum of this Lease in the form of Exhibit C attached hereto and incorporated herein. Such memorandum shall be filed for record in Lafayette Parish, Louisiana.

Section 17.5 Attorney's Fees. If either party is required to commence legal proceedings relating to this Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 17.6 Louisiana Law to Apply. This Lease and all claims arising out of or related to this Lease shall exclusively be construed under and in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles, and all obligations of the parties created hereunder are performable in Lafayette Parish, Louisiana.

Section 17.7 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 Leased Property during the Term and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Leased Property against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Lease and the matters described on Exhibit B attached hereto and incorporated herein.

Section 17.8 Curative Matters. Except for the express representations and warranties of the Board set forth in this Lease, any additional matters necessary or desirable to make the Leased Property usable for the Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Leased Property usable for the Corporation's purpose.

Section 17.9 Non-waiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of this 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 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 17.10 Terminology. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word “includes” or “including” shall mean “including without limitation”; (d) the words “hereof,” “herein,” “hereunder,” and similar terms in this Lease shall refer to this Lease as a whole and not to any particular article or section in which such words appear. The article, section, and other headings in this Lease are for reference purposes and shall not control or affect the renovation of this Lease or the interpretation hereof in any respect. Article, section, subsection, and exhibit references are to this Lease unless otherwise specified. All exhibits attached to this Lease constitute a part of this Lease and are incorporated herein. All references to a specific time of day in this Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in the City of Lafayette, Parish of Lafayette, Louisiana).

Section 17.11 Counterparts and Electronic Signatures. This Lease may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Lease. In accordance with La. R.S. 9:2605(B)(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Lease shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

Section 17.12 Severability. If any term or condition of this Lease or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Lease are declared severable.

Section 17.13 Authorization. By execution of this Lease, the Corporation and the Board each represent to the other that they are entities validly existing, duly constituted, and in good standing under the laws of jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the persons signing this Lease on their behalf have due authorization to do so.

Section 17.14 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Leased Property 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 Lease, all agreements, documents, or approvals shall be forwarded to the Board Representative.

Section 17.15 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the duly authorized representatives of the parties hereto.

Section 17.16 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 17.17 Entire Agreement. This Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Leased Property and contains all of the terms and conditions agreed upon with respect to the lease of the Leased Property, and, with the exception of the extraneous agreements specifically mentioned herein, no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned representative has signed this Lease Agreement on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2023.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

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

IN WITNESS WHEREOF, the undersigned representative has signed this Lease Agreement on behalf of Ragin' Cajun Facilities, Inc. on the ____ day of _____, 2023.

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

EXHIBIT A

LEASED PROPERTY DESCRIPTION

1. The ground, and the improvements and facilities located thereon, and being part of that certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, containing 5.834 acres, more or less, and as shown on that certain plat of survey dated January 11, 2022, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2022-23126 in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof, and further described as follows:

Leaving the Point of Commencement (P.O.C.) at the intersection of the center line of West Saint Mary Boulevard and the center line of Saint Landry Street, thence proceeding along the center line of Saint Landry Street in a westerly direction approximately 25 feet, thence in a southerly direction approximately 30 feet to a found "X" chiseled in concrete, said "X" being the Point of Beginning (P.O.B.).

Leaving the Point of Beginning thence South 52°34'30" East, a distance of 573.73 feet to a set 5/8" hole in concrete; thence South 37°45'00" West, a distance of 601.10 feet to a point;
thence North 23°45'07" West, a distance of 11.38 feet;
thence North 23°45'07" West, a distance of 394.89 feet;
thence North 23°45'07" West, a distance of 174.35 feet;
thence along a curve of a curve to the left having a radius of 348.68 feet, an arc distance of 37.96 feet, a chord bearing of North 27°03'29" West a distance of 37.94 feet;
thence North 30°10'37" West a distance of 27.16 feet to a found "X" in concrete;
thence North 36°58'30" East, a distance of 136.03 feet;
thence North 36°58'30" East, a distance of 158.40 feet to the Point of Beginning (P.O.B.).

The municipal addresses of the subject property are 501 W. St. Mary Blvd., 505 W. St. Mary Blvd., 601 W. St. Mary Blvd., 605 W. St. Mary Blvd., 406 Dunreath Street, 411 St. Landry Street, and 413 St. Landry Street, Lafayette, LA 70506.

2. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 17.305 acres, more or less, and being known and designated as Tract 1 on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #2 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof.

For derivation of title to the subject property see Cash Sale dated July 10, 1946, recorded under Entry No. 1946-192477, Sale dated July 1, 1957, recorded under Entry No. 1957-354728, Cash Sale dated February 13, 1963, recorded under Entry No. 1963-436404, Ordinance recorded under Entry No. 1964-466814, Boundary Agreement recorded under Entry No. 1966-493928, Quitclaim Deed dated October 19, 1984, recorded under Entry No. 1984-36656, Boundary

Agreement recorded under Entry No. 1987-6754, Act of Exchange recorded under Entry No. 1987-32185 Donation recorded under Entry No. 1992-7723, Act of Exchange dated December 28, 2001, recorded under Entry No. 2001-54525, Cash Sale dated February 3, 2003, recorded under Entry No. 2003-5821, all of the records of the Lafayette Parish Clerk of Court' Office.

The municipal addresses of the subject property are 611 St. Landry Street, 819 St. Landry Street, 402 St. Julien Street, 300 Blk. St. Julien Street and 600 Blk. St. Landry Street, Lafayette, LA 70506.

3. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 1.007 acres, more or less, as shown on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #3 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof.

For derivation of title to the subject property see act of Credit Sale dated January 6, 1977, recorded under Entry No. 1977-315, as ratified by act dated January 6, 1977, recorded under Entry No. 1977-355 of the records of the Lafayette Parish Clerk of Court's Office.

The municipal address of the subject property is 200 St. Louis Street, Lafayette, LA 70506.

4. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 0.720 acres, more or less, as shown on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #4 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof. Said property is also known as Lots 4, 5, 6, 7, 18 and a portion of Lot 19, Block 15, Fourth Cornay Extension, and Lots 8, 9, 10, 11 and a portion of Lot 19, Block 15, Fourth Cornay Addition.

For derivation of title to the subject property see Cash Sale dated September 27, 1989, recorded under Entry No. 1989-28229 and Cash Sale dated July 23, 2002, recorded under Entry No. 2002-34603 and of the records of the Lafayette Parish Clerk of Court's Office.

The municipal addresses of the subject property are 604, 606, 608 and 614 St. Landry Street, Lafayette, LA 7056.

5. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 0.196 acres, more or less, as shown on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #1 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof. Said property is also known as Portions of Lots 17, 18 and 19, Fifth Cornay Addition.

For derivation of title to the subject property see Credit Sale dated September 1, 1978, recorded under Entry No. 1978-21176 of the records of the Lafayette Parish Clerk of Court's Office.

The municipal address of the subject property is 101 St. Thomas Street, Lafayette, LA 70506.

EXHIBIT B

PREEXISTING LEASES

#	Tenant Name	Description
1	Ronald Armand Jenkins, M.D.	501 W. St. Mary Blvd., Suite 100 Lafayette, LA 70506
2	Louisiana Specialty Institute, L.L.C.	501 W. St. Mary Blvd., Suites 108, 110, 116 Lafayette, LA 70506
3	The Perret Group, L.L.C.	501 W. St. Mary Blvd., Suites 210, 215-C Lafayette, LA 70506
4	Let's Talk, LLC	501 W. St. Mary Blvd., Suite 514-A Lafayette, LA 70506
5	Mark F. Ellis, D.P.M., A Professional Medical Corporation	501 W. St. Mary Blvd., Suite 520, 520A Lafayette, LA 70506
6	Pathways Substance Abuse, L.L.C. d/b/a Red River Healthcare	501 W. St. Mary Blvd., Suite 308 Lafayette, LA 70506
7	Catholic Charities of Acadiana, Inc.	501 W. St. Mary Blvd., Suites 500, 502, 504 Lafayette, LA 70506
8	Louisiana Home Healthcare Partners, LLC d/b/a Elara Caring	501 W. St. Mary Blvd., Suite 302 Lafayette, LA 70506
9	Michael Berard, Ph.D.	601 W. St. Mary Blvd., Suite 406 Lafayette, LA 70506
10	Thomas V. Bertuccini, M.D.	601 W. St. Mary Blvd., Suite 306 Lafayette, LA 70506
11	Jeffery R. Grizzaffi, DPM	601 W. St. Mary Blvd., Suite 106 Lafayette, LA 70506
12	Brandi Laborde LPC, LLC	601 W. St. Mary Blvd., Suite 107 Lafayette, LA 70506
13	Franciscan PACE, Inc.	501 W. St. Mary Blvd., Suite 200, 220 Lafayette, LA 70506
14	Lourdes Physician Group, L.L.C.	501 W. St. Mary Blvd., Suite 320 Lafayette, LA 70506
15	Beau Box Property Management, AMO	501 W. St. Mary Blvd., Suite 300 Lafayette, LA 70506
16	Our Lady of Lourdes Regional Medical Center, Inc.	406 Dunreath St. Lafayette, LA 70506
17	Our Lady of Lourdes Regional Medical Center, Inc.	601 W. St. Mary Blvd., 990 sq. ft. Lafayette, LA 70506
18	Ragin' Cajun Facilities, Inc.*	501 W. St. Mary Blvd., Fourth (4 th) Floor Lafayette, LA 70506

19	Our Lady of Lourdes Regional Medical Center, Inc.	That certain lease agreement entered into by and between the Society of the Roman Catholic Church, Diocese of Lafayette, Louisiana, as lessor, and Our Lady of the Lourdes Regional Medical Center, Inc. ("Lourdes"), as lessee, dated February 6, 1986 and recorded under Entry No. 1986-6036 in the records of the Lafayette Parish Clerk of Court, as amended by act of Amendment to Lease dated February 26, 1987 and recorded under Entry No. 1987-6756 in the records of the Lafayette Parish Clerk of Court, as partially cancelled and amended by that Partial Cancellation and Amendment of Lease entered into by and between the Board and Lourdes dated February 28, 2023 and recorded under Entry No. 2023-6021 in the records of the Lafayette Parish Clerk of Court.
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* The Corporation's lease is for the construction of improvements in connection with the Nursing Project, and the lease terminates upon completion of the construction.

If to the Corporation:

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned representative has signed this Memorandum of Lease Agreement on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2023.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

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

IN WITNESS WHEREOF, the undersigned representative has signed this Memorandum of Lease Agreement on behalf of Ragin' Cajun Facilities, Inc. on the ____ day of _____, 2023.

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

EXHIBIT 1

LEASED PROPERTY DESCRIPTION

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Leaving the Point of Beginning thence South 52°34'30" East, a distance of 573.73 feet to a set 5/8" hole in concrete; thence South 37°45'00" West, a distance of 601.10 feet to a point;

thence North 23°45'07" West, a distance of 11.38 feet;

thence North 23°45'07" West, a distance of 394.89 feet;

thence North 23°45'07" West, a distance of 174.35 feet;

thence along a curve of a curve to the left having a radius of 348.68 feet, an arc distance of 37.96 feet, a chord bearing of North 27°03'29" West a distance of 37.94 feet;

thence North 30°10'37" West a distance of 27.16 feet to a found "X" in concrete;

thence North 36°58'30" East, a distance of 136.03 feet;

thence North 36°58'30" East, a distance of 158.40 feet to the Point of Beginning (P.O.B.).

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2. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 17.305 acres, more or less, and being known and designated as Tract 1 on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #2 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof.

For derivation of title to the subject property see Cash Sale dated July 10, 1946, recorded under Entry No. 1946-192477, Sale dated July 1, 1957, recorded under Entry No. 1957-354728, Cash Sale dated February 13, 1963, recorded under Entry No. 1963-436404, Ordinance recorded under Entry No. 1964-466814, Boundary Agreement recorded under Entry No. 1966-493928, Quitclaim Deed dated October 19, 1984, recorded under Entry No. 1984-36656, Boundary

Agreement recorded under Entry No. 1987-6754, Act of Exchange recorded under Entry No. 1987-32185 Donation recorded under Entry No. 1992-7723, Act of Exchange dated December 28, 2001, recorded under Entry No. 2001-54525, Cash Sale dated February 3, 2003, recorded under Entry No. 2003-5821, all of the records of the Lafayette Parish Clerk of Court' Office.

The municipal addresses of the subject property are 611 St. Landry Street, 819 St. Landry Street, 402 St. Julien Street, 300 Blk. St. Julien Street and 600 Blk. St. Landry Street, Lafayette, LA 70506.

3. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 1.007 acres, more or less, as shown on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #3 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof.

For derivation of title to the subject property see act of Credit Sale dated January 6, 1977, recorded under Entry No. 1977-315, as ratified by act dated January 6, 1977, recorded under Entry No. 1977-355 of the records of the Lafayette Parish Clerk of Court's Office.

The municipal address of the subject property is 200 St. Louis Street, Lafayette, LA 70506.

4. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 0.720 acres, more or less, as shown on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #4 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof. Said property is also known as Lots 4, 5, 6, 7, 18 and a portion of Lot 19, Block 15, Fourth Cornay Extension, and Lots 8, 9, 10, 11 and a portion of Lot 19, Block 15, Fourth Cornay Addition.

For derivation of title to the subject property see Cash Sale dated September 27, 1989, recorded under Entry No. 1989-28229 and Cash Sale dated July 23, 2002, recorded under Entry No. 2002-34603 and of the records of the Lafayette Parish Clerk of Court's Office.

The municipal addresses of the subject property are 604, 606, 608 and 614 St. Landry Street, Lafayette, LA 7056.

5. That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, Louisiana, containing 0.196 acres, more or less, as shown on that certain plat of survey dated February 24, 2023, prepared by Ronkartz-Oestrieher, recorded as Entry No. 2023-6023, Plat #1 of 4, in the conveyance records of the Lafayette Parish Clerk of Court and made a part hereof. Said property is also known as Portions of Lots 17, 18 and 19, Fifth Cornay Addition.

For derivation of title to the subject property see Credit Sale dated September 1, 1978, recorded under Entry No. 1978-21176 of the records of the Lafayette Parish Clerk of Court's Office.

The municipal address of the subject property is 101 St. Thomas Street, Lafayette, LA 70506.

PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASES

This Partial Assignment and Assumption of Leases (“*Assignment*”) is entered into effective the date on which this Assignment has been fully executed (the “*Effective Date*”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE, organized and existing under the laws of the State of Louisiana (“*Board*”), represented herein by its duly authorized representative the President of the University of Louisiana at Lafayette, Dr. E. Joseph Savoie, and RAGIN’ CAJUN FACILITIES, INC., a Louisiana nonprofit corporation represented herein by the Chairman of its Board of Directors, David K. Fontenot (the “*Corporation*”).

RECITALS

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

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

WHEREAS, the Board acquired ownership of the office buildings bearing municipal addresses 501 W. St. Mary Blvd., Lafayette, LA 70506 (the “*St. Francis Building*”), 601 W. St. Mary Blvd., Lafayette, LA 70506 (the “*St. Mary Building*”), and 406 Dunreath Street, Lafayette, LA 70506 (the “*Dunreath Building*”) (collectively, the “*Leased Premises*”) from Our Lady of Lourdes Regional Medical Center, Inc. (“*Lourdes*”); and

WHEREAS, prior to the Board’s acquisition of the Leased Premises, Lourdes entered into certain lease agreements for space in the St. Francis Building and the St. Mary Building, which lease agreements are described on Exhibit A, numbers 1-15; and

WHEREAS, upon the Board’s acquisition of the Leased Premises, the aforescribed lease agreements were assigned to and assumed by the Board; and

WHEREAS, upon the Board’s acquisition of the Leased Premises, the Board, as lessor, and Lourdes, as lessee, entered into lease agreements for space in the St. Mary Building and the Dunreath Building, which lease agreements are described on Exhibit A, numbers 16 and 17; and

WHEREAS, the Board as lessor, and the Corporation as lessee, entered into a lease agreement executed on even date herewith for certain immovable property, which includes the Leased Premises, subject to the leases described on Exhibit A (the “*Ground Lease*”).

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

Section 1. Assignment and Assumption of Leases. For and in consideration of the mutual promises in the Ground Lease, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged:

(a) The Board does hereby assign, transfer, and set over and deliver unto the Corporation all of the Board's rights, title and interest in and to the leases described on Exhibit A (the "*Leases*"), whether of public record or not recorded, written or oral, to the Corporation as of the Effective Date, subject to the terms and conditions hereof.

(b) The Corporation does hereby assume and agree to timely discharge all of the obligations of the Board under the Leases that are described in Section 3. The Corporation does not assume, and the Board shall remain responsible for, the Board's obligations and liabilities under the Leases that (i) arise from any action or inaction or default occurring before the Effective Date or (iii) are described in Section 4 as the Board's obligations.

Section 2. Rents and Deposits. The Corporation will deposit the rents and any security deposits it receives from the Leases into a bank account established at a depository insured by the Federal Deposit Insurance Corporation ("*Premises Account*"), which will be used by the Corporation for the deposits and disbursements described in this Assignment. Any funds remaining in the Premises Account when all of the Leases have terminated will be transferred to the Board.

Section 3. The Corporation's Obligations.

(a) The Corporation will be responsible for maintaining or causing the maintenance of the Leased Premises in good condition and repair, for collecting rent payments due under the Leases, for providing custodial services for the Leased Premises, and for managing the Leased Premises. The Corporation shall pay the costs incurred in the performance of its obligations from the Premises Account.

(b) Notwithstanding the foregoing, the Corporation's obligations undertaken in this Assignment are limited to those obligations for which there are sufficient funds in the Premises Account. In no event will the Corporation be required to perform an obligation if the cost to do so will exceed the available balance in the Premises Account. The Corporation will not be required to use any other funds or assets in the performance of its obligations undertaken in this Lease. The Corporation will promptly notify the Board if the balance in the Premises Account will be or could be insufficient to permit payment of the Corporation's obligations.

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

Section 4. The Board's Obligations. The Board will be responsible for the following:

(a) Maintaining or causing the maintenance of the grounds and landscaping of the Leased Premises.

(b) Repairing and maintaining all structural systems of the Leased Premises, including the roofs, walls, floors, and foundations, and all mechanical and plumbing systems of the Leased Premises.

(c) Repairing any damage to, or destruction of, the Leased Premises.

(d) Providing utilities for the Leased Premises.

(e) Any other obligation or liability of the lessor under the Leases that is not assumed by the Corporation.

Section 5. The Corporation's Insurance.

(a) The Corporation shall purchase, at its own cost and expense, and maintain until all of the Leases have terminated the following policies of insurance, as applicable:

(i) Commercial General Liability. Commercial General Liability insurance, including Personal Liability, Products/Completed Operations Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(ii) Automobile Liability. Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

(iii) Worker's Compensation and Employer's Liability. The Corporation shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status. Employer's Liability Insurance, which coverage shall have a minimum limit per occurrence of \$500,000.

(b) The Corporation's insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher.

(c) Any deductibles or self-insured retentions must be declared to and accepted by the Board. The Corporation shall be responsible for all deductibles and self-insured retentions. The Corporation's insurance shall be primary, and any insurance or self-insurance maintained by the Board shall be excess and non-contributory of the Corporation's insurance. The Commission's insurance shall contain no special limitations on the scope of protection afforded to the Board, the University, and each of their respective elected and appointed officials, officers, agents, employees, and volunteers.

(d) Except for workers' compensation coverage, the Board, the University, and each of their respective elected and appointed officials, officers, agents, employees, and volunteers, shall be named as additional insureds for the full occurrence and aggregate limits of the applicable insurance policies as regards negligence by the Corporation. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

(e) The Corporation shall provide to the Board Certificates of Insurance evidencing the foregoing coverage on or before the Effective Date. In addition to Certificates of Insurance, the Corporation shall submit to the Board the declarations page and the cancellation provisions for each insurance policy. The Board may request complete certified copies of all required insurance policies at any time.

(f) Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Board, the University, and each of their respective elected and appointed officials, officers, agents, employees, and volunteers.

(g) Coverage shall not be canceled, suspended, reduced, or voided by either the Corporation or the insurer except after thirty (30) days written notice has been given to the Board. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Corporation's policy.

(h) Payment by the Board, failure of the Board to require proof of compliance, or the Board's acceptance of a non-compliant Certificate of Insurance shall not release the Corporation from its obligations under these insurance requirements. Failure of the Corporation to purchase and/or maintain any required insurance shall not relieve the Corporation from any liability or indemnification required by law or contract.

Section 6. The Board's Insurance. The Board shall purchase or obtain, at its own cost and expense, and maintain until all of the Leases have terminated the following policies of insurance or self-insurance:

(a) Property. Property Insurance or self-insurance against loss or damage to the Leased Premises, and loss or damage to state owned personal property used for state business and located on the Leased Property, by fire and any of the risks covered by insurance of the type now known as "fire and all risks special extended coverage," in an amount not less than the full replacement cost (including the cost of debris removal) of the Leased Premises. The insurance policy or self-insurance shall specifically include coverage of loss by flood, water damage, theft, and vandalism and/or malicious mischief, if not already included in the "fire and all risks special extended coverage" and contain the "Replacement Cost Endorsement."

(b) Boiler and Machinery. Boiler and Machinery Insurance covering loss of occupancy or use arising from breakdown of pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning, in such amounts as are reasonably satisfactory to UL Lafayette.

(c) Liability. Commercial General Liability insurance or self-insurance which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000.

Section 7. Notices. Notices or communications to the Board or the Corporation required or appropriate under this Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

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

with copies to:

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

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

If to the Corporation:

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

with a copy to:

Cearley W. Fontenot
Oats & Marino, a Partnership of Professional Corporations
Suite 400
100 E. Vermilion Street
Lafayette, Louisiana 70501

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given at

the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 8. Counterparts and Electronic Signatures. This Assignment may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Assignment. In accordance with La. R.S. 9:2605(B)(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Assignment shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned representative has signed this Lease Agreement on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2023.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

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

IN WITNESS WHEREOF, the undersigned representative has signed this Lease Agreement on behalf of Ragin' Cajun Facilities, Inc. on the ____ day of _____, 2023.

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

**EXHIBIT A
LEASES**

#	Tenant Name	Leased Property
1	Ronald Armand Jenkins, M.D.	501 W. St. Mary Blvd., Suite 100 Lafayette, LA 70506
2	Louisiana Specialty Institute, L.L.C.	501 W. St. Mary Blvd., Suites 108, 110, 116 Lafayette, LA 70506
3	The Perret Group, L.L.C.	501 W. St. Mary Blvd., Suites 210, 215-C Lafayette, LA 70506
4	Let's Talk, LLC	501 W. St. Mary Blvd., Suite 514-A Lafayette, LA 70506
5	Mark F. Ellis, D.P.M., A Professional Medical Corporation	501 W. St. Mary Blvd., Suite 520, 520A Lafayette, LA 70506
6	Pathways Substance Abuse, L.L.C. d/b/a Red River Healthcare	501 W. St. Mary Blvd., Suite 308 Lafayette, LA 70506
7	Catholic Charities of Acadiana, Inc.	501 W. St. Mary Blvd., Suites 500, 502, 504 Lafayette, LA 70506
8	Louisiana Home Healthcare Partners, LLC d/b/a Elara Caring	501 W. St. Mary Blvd., Suite 302 Lafayette, LA 70506
9	Michael Berard, Ph.D.	601 W. St. Mary Blvd., Suite 406 Lafayette, LA 70506
10	Thomas V. Bertuccini, M.D.	601 W. St. Mary Blvd., Suite 306 Lafayette, LA 70506
11	Jeffery R. Grizzaffi, DPM	601 W. St. Mary Blvd., Suite 106 Lafayette, LA 70506
12	Brandi Laborde LPC, LLC	601 W. St. Mary Blvd., Suite 107 Lafayette, LA 70506
13	Franciscan PACE, Inc.	501 W. St. Mary Blvd., Suite 200, 220 Lafayette, LA 70506
14	Lourdes Physician Group, L.L.C.	501 W. St. Mary Blvd., Suite 320 Lafayette, LA 70506
15	Beau Box Property Management, AMO	501 W. St. Mary Blvd., Suite 300 Lafayette, LA 70506
16	Our Lady of Lourdes Regional Medical Center, Inc.	406 Dunreath St. Lafayette, LA 70506
17	Our Lady of Lourdes Regional Medical Center, Inc.	601 W. St. Mary Blvd., 990 sq. ft. Lafayette, LA 70506

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

Item I.8. **University of Louisiana at Lafayette's** request for approval to enter into a three-month extension of the Second Intergovernmental Contract (IG) regarding control and operation of the Cajundome with the Lafayette City-Parish Consolidated Government.

EXECUTIVE SUMMARY

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

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

The University and the City desired to consider and address potential modifications to the Second Intergovernmental Contract to further improve management and development of the Cajundome arena and convention center, and it took additional time beyond the planned October 31, 2022 expiration date. As a result, the University obtained approval from the Board in October of 2022 and entered into a First Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for six months, until April 30, 2023.

However, there are still some items in the new Intergovernmental Contract to be discussed before it is finalized. Therefore, the University is seeking approval to enter into a Second Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for an additional three months, until July 31, 2023. The City approved the extension on their end at the Council meeting on April 18, 2023.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to enter into a three-month extension of the Second Intergovernmental Contract regarding control and operation of the Cajundome with the Lafayette City-Parish Consolidated Government.

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

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

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



April 5, 2023

Université des Acadiens

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

Dear Dr. Henderson:

This is a request for permission for the University to enter into and execute a Second Amendment to Second Intergovernmental Contract for the purpose of extending the term of the First Amendment to Second Intergovernmental Contract for three (3) months, until July 31, 2023.

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

The University and the City entered into a First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six (6) months, until April 30, 2023.

The University and the City desire to enter into this Second Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract, as amended by the First Amendment to Second Intergovernmental Contract, for three (3) months, until July 31, 2023, while the parties work on a new Intergovernmental Contract related to the Cajundome.

To provide the additional time necessary to complete the foregoing, the University is seeking approval to enter into a Second Amendment to Second Intergovernmental Contract with the City for the purpose of extending the term of the Second Intergovernmental Contract for an additional three (3) months, until July 31, 2023.

Please place this item on the agenda for the April 2003 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savote
President

svc
Attachment

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**SECOND AMENDMENT TO
SECOND INTERGOVERNMENTAL CONTRACT**

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

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

THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, herein represented by its Mayor-President, Joshua S. Guillory, in accordance with Ordinance No. CO- _____ - 2023 of the Lafayette City Council, duly adopted on the ___ day of _____, 2023, which is incorporated herein by reference thereto ("City"),

who declared:

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

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

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

WHEREAS, UL Lafayette and the City entered into a First Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract for six (6) months, until April 30, 2023; and

WHEREAS, the parties desire to enter into this Second Amendment to Second Intergovernmental Contract for the purpose of extending the term of the Second Intergovernmental Contract, as amended by the First Amendment to Second Intergovernmental Contract, for three (3) months, until July 31, 2023, while the parties work on a new Intergovernmental Contract related to the Cajundome.

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

I.

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

The parties hereby agree that this Second Intergovernmental Contract shall be effective as of September 23, 2012 (the "Effective Date") and, unless otherwise provided herein, shall supersede all other agreements by and between the parties concerning the Cajundome. The term of the Second Intergovernmental Contract shall continue from the Effective Date until July 31, 2023, unless otherwise terminated in accordance with this Second Governmental Contract.

II.

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

III.

During the term of this three (3) month extension, the financial obligations of the City shall be twenty-five (25%) percent of those stated in the Second Intergovernmental Contract.

IV.

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

[Intentionally left blank – Signatures on following pages]

THUS DONE AND PASSED on the ____ day of _____, 2023, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

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

(Witness - SIGN)

BY: _____
Dr. E. Joseph Savoie
President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the ___ day of _____, 2023, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

THE CITY OF LAFAYETTE

(Witness - SIGN)

BY: _____
Joshua S. Guillory
Lafayette Mayor-President

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

THUS DONE AND PASSED on the ____ day of _____, 2023, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

THE CAJUNDOME COMMISSION

(Witness - SIGN)

BY: _____

Dr. DeWayne Bowie
Chairman

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

NOTARY PUBLIC

(Print)

Bar Roll/Notary ID No. _____

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

FACILITIES PLANNING COMMITTEE

April 27, 2023

- Item I.9.** **University of New Orleans’** request for approval to name the University of New Orleans International Center Room #112 the “Rosemary and Brunswick Deutsch Seminar Room.”

EXECUTIVE SUMMARY

The University of New Orleans requests that Room #112 in the International Center be dedicated as the “*Rosemary and Brunswick Deutsch Seminar Room*” in recognition of the significant economic, financial, and charitable contributions of the Rosemary B. and Brunswick G. Deutsch Foundations to the State of Louisiana, the City of New Orleans, and the University of New Orleans. The dedication will be for the useful life of the facility.

In 2001, Rosa and Brunswick established three charitable foundations with the Greater New Orleans Foundation. The generosity of the Rosemary B. and Brunswick G. Deutsch Foundation has contributed significantly to the success of the 37-year-old student/faculty exchange program that has been fostered by Center Austria: the Austrian Marshall Plan Center for European Studies at the University of New Orleans.

Brunswick Goldberg Deutsch was a lifelong resident of New Orleans and a partner emeritus of Deutsch, Kerrigan and Stiles (now Deutsch Kerrigan LLP), the firm founded by his stepfather, Eberhard Deutsch. Colonel Eberhard Deutsch served in both World Wars and was the principal legal adviser to General Mark Clark during the Austrian occupation in 1945-46. In 1960, Austria appointed Eberhard Deutsch its Honorary Consul. His son, Brunswick Deutsch, followed in his father’s footsteps as a maritime lawyer and as the Austrian Honorary Consul. At his retirement, Brunswick Deutsch’s law partner Phillip Lorio III was named as his successor as the Austrian Honorary Consul General for Louisiana and Mississippi. Mr. Lorio has served in that role since 1991 and has promoted the cultural exchange between sister cities New Orleans and Innsbruck, Austria, that has been strengthened by the academic exchange program between the University of New Orleans and the University of Innsbruck.

The generosity of the “*Rosemary G. and Brunswick G. Deutsch Foundation*” (“Deutsch Foundation”) to Center Austria has provided travel grants to enhance student exchanges between the University of Innsbruck and the University of New Orleans. During her formative years, and throughout her life, Rosemary “Rosa” Deutsch traveled extensively in the United States and Europe. The Deutsch Foundation continues to recognize and support Rosa’s philanthropic priorities. Since 2017, the annual contributions to the University for the “*Rosemary B. and Brunswick G. Deutsch Foundation*” travel grants provide extraordinary support to Center Austria to support this ongoing academic and cultural exchange for the University and City of New Orleans.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval to name the University of New Orleans International Center Room #112 the "Rosemary and Brunswick Deutsch Seminar Room."*



I.9.

THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

March 25, 2023

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

Re: *Rosemary and Brunswick Deutsch Seminar Room*

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for naming of the University of New Orleans International Center Room #112 as the *Rosemary and Brunswick Deutsch Seminar Room* be submitted to the University of Louisiana System Board of Supervisors for its consideration and approval.

Please feel free to contact me if you have any additional questions regarding this matter.

Sincerely,

John W. Nicklow, PhD
President

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

Date: March 25, 2023

Re: *Rosemary and Brunswick Deutsch Seminar Room*

The University of New Orleans requests that Room # 112 in the International Center be dedicated as the *Rosemary and Brunswick Deutsch Seminar Room* in recognition of the significant economic, financial, and charitable contributions of the Rosemary B. and Brunswick G. Deutsch Foundations to the State of Louisiana, the City of New Orleans and The University of New Orleans.

In 2001, Rosa and Brunswick established three charitable foundations with the Greater New Orleans Foundation. The generosity of the Rosemary B. and Brunswick G. Deutsch Foundation has contributed significantly to the success of the thirty-seven year old student/faculty exchange program that has been fostered by Center Austria: the Austrian Marshall Plan Center for European Studies at the University of New Orleans.

Brunswick Goldberg Deutsch was a lifelong resident of New Orleans and a partner emeritus of Deutsch, Kerrigan and Stiles (now Deutsch Kerrigan LLP), the firm founded by his stepfather, Eberhard Deutsch. Colonel Eberhard Deutsch served in both World Wars and was the principal legal adviser to General Mark Clark during the Austrian occupation in 1945-46. In 1960, Austria appointed Eberhard Deutsch its Honorary Consul. His son, Brunswick Deutsch, followed in his father footsteps as a maritime lawyer and as the Austrian Honorary Consul. At his retirement, Brunswick Deutsch's law partner Phillip Lorio III was named as his successor as the Austrian Honorary Consul General for Louisiana and Mississippi. Mr. Lorio has served in that role since 1991 and has promoted the cultural exchange between sister cities New Orleans and Innsbruck, Austria, that has been strengthened by the academic exchange program between the University of New Orleans and the University of Innsbruck.

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2. Budget Note

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

3. Related Documents

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