

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.1.** Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation for the purpose of installing decorative brick and metal fence, pedestrian level lighting, lighting, and landscaping, as authorized by La. R.S. 17:3361, and to reaffirm the designation of this area as the Jim Mize Track and Field Complex and Practice Fields.

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to lease the Jim Mize Track and Field Complex and Practice Fields to the Louisiana Tech University Foundation to install decorative brick and metal fencing, pedestrian level lighting along with landscaping and monumental entry designation, as authorized by La. R.S. 17:3361.

The University and Foundation estimate the value of improvements to be \$550,000. Upon completion of the installation, the lease will be terminated and all improvements to the site will be donated to the University.

Louisiana Tech University further requests permission to reaffirm the designation of this area as the Jim Mize Track and Field Complex and Practice Fields. Mize attended Tech as an athlete from Fair Park High School in Shreveport, Louisiana and later came back to the University as a coach. He coached football alongside Joe Aillet and Maxie Lambright for 24 years. During his time at Tech, Mize also built a consistent track program. As a track coach, he won conference championships in 1961, 1973, and 1974.

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

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 Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation for the purpose of installing decorative brick and metal fence, pedestrian level lighting, lighting, and landscaping, as authorized by La. R.S. 17:3361, and to reaffirm the designation of this area as the Jim Mize Track and Field Complex and Practice Fields.

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

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease and subsequent donation of the improvements.

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



I.1.

LOUISIANA TECH
UNIVERSITY.

OFFICE OF THE PRESIDENT

May 26, 2023

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has secured funding to install decorative brick and metal fencing, pedestrian level lighting along with landscaping and monumental entry designation to the Jim Mize Track and Field Complex and Practice Fields. This site is actively used by the University and Ruston Community and has received upgrades and reconstruction since the 2019 tornado.

Donations have been received by the Louisiana Tech University Foundation to construct fencing, pedestrian level lighting and monumental entrance designations comparable to the other improvements in this part of the campus.

Louisiana Tech University further requests permission to reaffirm the designation of this area as the Jim Mize Track and Field Complex and Practice Fields. Mize attended Tech as an athlete from Fair Park High School in Shreveport, Louisiana. and later came back to the university as a coach. He coached football alongside Aillet and Maxie Lambright for 24 years. During his time at Tech, Mize also built a consistent track program. As a track coach, he won conference championships in 1961, 1973 and 1974.

We respectfully request permission to enter into a ground lease to allow the Louisiana Tech University Foundation to develop and construct a brick and metal fence with monumental entrance designations. The value of improvements is estimated to be \$550,000.00. Upon completion all improvements will be donated to the University.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
with and on behalf of LOUISIANA TECH UNIVERSITY represented herein by Dr.
Leslie K. Guice, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation,
domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech
Station, Ruston, Louisiana 71272, represented herein by Louisiana Tech
University Foundation Board President Anne K. Samuels,

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

WITNESETH

ARTICLE 1
LEASE OF PROPERTY

1.1 Lease of Property. Lease is proceeding under the authority of R.S.
17:3361. Lessor, in consideration of the rent, covenants, agreements and conditions
hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by
Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant
does hereby rent and lease from Lessor the following described property, together with
all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and
advantages thereunto belonging or in anywise appertaining, situated in Lincoln Parish,
Louisiana, to-wit: all of the property described as the Track and Field Complex and
Practice Field as depicted in Exhibit A, on the Louisiana Tech University Campus,

Ruston, Louisiana; hereinafter referred to as the "Leased Property". Site shall include only the construction site itself and not any building or other common areas not needed for support of the construction. Tenant shall be provided access through Lessor's property to the leased site in order to make improvements to the site.

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

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

1.4 Purpose. The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to construct brick and metal fence, landscaping, pedestrian level lighting and install entry designation monument. Louisiana Tech must approve all plans and specifications prior to commencement of work. The value of improvements to be constructed and donated is estimated to be \$550,000.00.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on July 1, 2023, and ending at midnight on June 30, 2024, or at such time as donation of improvement is executed, whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to a champions plaza for recognition of the most highly-decorated student-athletes, with construction design and standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

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

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. Upon completion of each project, Tenant shall donate or execute any document(s) necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

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

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease until donated by Tenant.

ARTICLE 8 . INSURANCE

8.0 Insurance by Lessor. After construction of the facility, Lessor shall at Lessor's sole cost insure said improvements under Lessor's property insurance policy with the State of Louisiana Office of Risk Management.

8.1 Insurance by Tenant. During construction of the improvements, Tenant shall, at Tenant's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit B. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor's insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant's Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

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

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and

improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11
ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12
DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13
NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: c/o Sam Wallace
Associate Vice President for Administration and Facilities
P.O. Box 3151
Ruston, LA 71272

Tenant: c/o Lisa Bradley
Interim Vice President and Chief Financial Officer
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15
SPECIFIC PERFORMANCE

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

ARTICLE 16
BINDING EFFECT

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

ARTICLE 17
GENDER

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

ARTICLE 18
SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be July 1, 2023.

Signature Page:

Lease Agreement between Louisiana Tech University and Louisiana Tech University Foundation, Inc.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of _____ 2023.

WITNESSES:

**LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.**

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of _____ 2023.

WITNESSES:

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

EXHIBIT A



EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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.

3. Automobile Liability

4. Automobile Liability Insurance shall have a minimum combined single limit per accident 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.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

Item I.2. Louisiana Tech University's request for approval for the execution of supplemental leases between the Board, on behalf of the University, and Innovative Student Facilities Inc., a private 501(c)(3) non-profit corporation, in connection with the lease and leaseback of a portion of the University's campus to finance the cost of the development, design, renovation, construction, and equipping of a new parking facility for students, faculty, and staff.

EXECUTIVE SUMMARY

Louisiana Tech University (the "*University*"), through Innovative Student Facilities, Inc., a Louisiana non-profit corporation and an organization whose purpose is to promote, assist, and benefit the University (the "*Corporation*"), plans to finance the development, design, renovation, construction, and equipping of a new parking facility for students, faculty, and staff on the campus of the University (the "*Project*").

The University, through Innovative Student Facilities, Inc., proposes to use proceeds of a loan from the Louisiana Local Government Environmental Facilities and Community Development Authority (the "*Louisiana Community Development Authority*") to the Corporation to finance the Project, represented through one or more series of revenue bonds (the "*Bonds*"). The total principal amount of the Bonds is expected to be approximately \$10,000,000 which will be sufficient to pay Project costs and pay the costs of issuance of the Bonds. The Bonds shall mature not later than thirty-one (31) years from the date of their issuance and shall bear interest at a fixed or variable rate not to exceed seven percent (7%) per annum.

The land upon which the Project will be located and the existing improvements thereon will be leased to Innovative Student Facilities, Inc. by the Board, on behalf of the University, pursuant to a Ground Lease Agreement. Innovative Student Facilities, Inc., will complete the Project and lease the completed Project back to the Board pursuant to a Facilities Lease. Both the Ground Lease and the Facilities Lease have been amended and supplemented several times, pursuant to subsequent approvals of the Board, in connection with the issuance of new money and refunding bond issues for a variety of University projects.

Annual debt service for the proposed Bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to Innovative Student Facilities, Inc., pursuant to the Facilities Lease. The payments will be derived from the lease payments paid by the Board, on behalf of the University, to the Corporation. The Board and University have not and will not pledge its full faith and credit or State appropriated funds to make any debt service payments on the Bonds. The University's land and property will not be used as security for the Bonds.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of the form of and authorization to execute a Fourth Supplemental Ground Lease Agreement and a Fourth Supplemental Facilities Lease, each between the Board, acting on behalf of the University, and Innovative Student Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the Project.

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

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University, and his or her designee, are hereby authorized and directed to execute the leases described herein and any and all documents necessary in connection with the issuance of the bonds described herein.

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



I.2.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

May 26, 2023

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

Re: Agenda Item for April 27, 2023 meeting

Louisiana Tech University – Parking Project
LCDA Revenue Bonds

Dear Dr. Henderson:

On behalf of Louisiana Tech University I am requesting that an item be placed on the agenda of the Board of Supervisors for the University of Louisiana System for its June 22, 2023 meeting for consideration of a resolutions providing for approval of supplemental leases required to finance a parking project for the University. The University anticipates the issuance of one or more series of revenue bonds by the Louisiana Local Government Environmental Facilities and Community Development Authority to finance the project.

You will receive from Matt Kern, Bond Counsel, a form of resolution to be considered, with forms of the leases attached, as well as an executive summary regarding this matter. Representatives of the University, the financial advisor and bond counsel will be present at the April meeting to answer any questions you may have.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice
President

cc: Matt Kern, Esq, Jones Walker – Bond Counsel
Mr. Lawrence Sisung, Sisung Securities – Financial Advisor

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered by _____:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FOURTH SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A FOURTH SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC.; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “*Board*”) is a public constitutional corporation organized and existing under the laws of the State of Louisiana and Louisiana Tech University (the “*University*”), in Ruston, Louisiana is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Board is authorized pursuant to La. R.S. 17:3361 through 17:3366 (the “*Act*”), and other constitutional and statutory authority supplemental thereto, to lease a portion of the campus of the University to Innovative Student Facilities, Inc., a nonprofit corporation (the “*Corporation*”);

WHEREAS, the Board has previously leased a portion of the campus of the University to the Corporation in order to enable the Corporation to acquire, design, develop, construct, renovate and reconstruct certain student housing on the main campus of the University (the “*Existing Facilities*”), pursuant to an Amended and Restated Ground Lease Agreement dated as of August 1, 2016, as supplemented and amended by that certain First Supplement to Amended and Restated Ground and Buildings Lease Agreement dated as of January 1, 2017, as further supplemented and amended by that certain Second Supplemental Ground and Buildings Lease Agreement dated as of July 1, 2019 and as further supplemented and amended by that certain Third Supplemental Ground and Buildings Lease Agreement dated as of May 1, 2020 (collectively, the “*Existing Ground Lease*”);

WHEREAS, the Corporation leased the Existing Facilities back to the Board by virtue of that certain Amended and Restated Agreement to Lease with Option to Purchase dated as of August 1, 2016, as supplemented to add property by that certain First Supplement to Amended and Restated Agreement to Lease with Option to Purchase dated as of January 1, 2017, as further supplemented and amended by that certain Second Supplemental Agreement to Lease with Option to Purchase dated as of July 1, 2019 and as further supplemented and amended by that certain Third Supplemental Agreement to Lease with Option to Purchase dated as of May 1, 2020 (collectively, the “*Existing Facilities Lease*”) by and between the Board and the Corporation under which the Board is obligated to pay lease payments sufficient to pay debt service on the outstanding bonds related to such Existing Facilities;

WHEREAS, the Board desires to authorize and approve the execution of a supplement to the Existing Ground Lease (the “*Fourth Supplemental Ground Lease*”) and a supplement to the Existing

Facilities Lease (the “*Fourth Supplemental Facilities Lease*”) relative to the lease and lease-back of additional portions of the University’s campus to the Corporation for the purpose of the development, design, renovation, construction and equipping of a new parking facility for students, faculty and staff on the main campus of the University as shall be further described on Exhibit A to the Fourth Supplemental Facilities Lease (collectively, the “*Facilities*”);

WHEREAS, the Corporation has requested that the Authority issue its Revenue Bonds (Louisiana Tech University Student Parking/Innovative Student Facilities, Inc. Project), taxable or tax-exempt, in one or more series (the “*Bonds*”), for the purpose of (i) financing the development, design, renovation, construction and equipping of the Facilities, including all furnishings, fixtures and equipment relating thereto; (ii) funding a deposit to a debt service reserve fund or paying the premium for a debt service reserve fund surety policy, if necessary; (iii) funding capitalized interest on the Bonds, if necessary, and (iv) paying costs of issuance of the Bonds, including the premium for a bond insurance policy insuring the Bonds, if necessary (collectively, the “*Project*”);

WHEREAS, the Corporation intends to finance the Project using the proceeds of one or more series of the Bonds together with other funds available to the University; and

WHEREAS, the Board now desires to authorize the execution a Fourth Supplemental Ground Lease supplementing the Existing Ground Lease and a Fourth Supplemental Facilities Lease supplementing the Existing Facilities Lease.

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

SECTION 1. The facts recited in the preamble to this resolution are found to be true and correct and are specifically and affirmatively adopted by the Board as resolutions of the Board.

SECTION 2. The Fourth Supplemental Ground Lease Agreement between the Board and the Corporation (the “*Fourth Supplemental Ground Lease*”) and the Fourth Supplemental Agreement to Lease with Option to Purchase between the Corporation and the Board (the “*Fourth Supplemental Facilities Lease*”), in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, subject to such changes as may be approved by bond counsel and counsel to the Board, are hereby approved.

SECTION 3. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute the Fourth Supplemental Ground Lease and the Fourth Supplemental Facilities Lease on behalf of the Board, including certificates, documents, or other items necessary in connection with the issuance of the Bonds and in connection with the implementation of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon adoption hereof.

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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 22nd day of June, 2023.

(Other items not pertinent hereto are omitted)

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

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the “*Board*”), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on June 22, 2023 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FOURTH SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A FOURTH SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC.; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the _____ day of _____, 2023.

Secretary/System President

[SEAL]

EXHIBIT A

FORM OF FOURTH SUPPLEMENTAL GROUND LEASE

EXHIBIT B

FORM OF FOURTH SUPPLEMENTAL FACILITIES LEASE

FOURTH SUPPLEMENTAL
GROUND AND BUILDINGS LEASE AGREEMENT

by and between

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
(as Lessor)

and

INNOVATIVE STUDENT FACILITIES, INC.
(as Lessee)

Dated as of _____ 1, 2023

in connection with:

\$
Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Bonds
(Louisiana Tech University Parking/Innovative Student Facilities, Inc. Project)
Series 2023

TABLE OF CONTENTS

Page

ARTICLE 1 LEASE OF PROPERTY - TERMS OF LEASE

.....

3

Section 1.1 Lease of Property
3

Section 1.2 Habendum
3

Section 1.3 Term
3

ARTICLE 2 DEFINITIONS

.....

3

Section 2.1 Definitions
3

ARTICLE 3 RENT

.....

10

Section 3.1 Rent
10

Section 3.2 Additional Obligations
10

ARTICLE 4 USE OF PROPERTY

.....

10

Section 4.1 Purpose of Ground Lease
10

Section 4.2 Benefit of the Board and the University
10

Section 4.3 Data and Voice Communication Systems
10

Section 4.4 Compliance with Statutory Requirements
11

Section 4.5 Oversight by the Office of Facility Planning and Control
11

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

.....

11

Section 5.1 The Corporation's Obligations
11

ARTICLE 6 ENCUMBRANCES

.....

13

Section 6.1 Mortgage of Ground Leasehold or the Facilities
13

ARTICLE 7 MAINTENANCE AND REPAIR

.....
14
Section 7.1 Maintenance and Repairs
14

ARTICLE 8 CERTAIN LIENS PROHIBITED

.....
14
Section 8.1 No Mechanics' Liens
14
Section 8.2 Release of Recorded Liens
14
Section 8.3 Memorandum of Recitals
15

ARTICLE 9 OPERATION AND MANAGEMENT OF FACILITIES

.....
15
Section 9.1 Management of Facilities
15
Section 9.2 Reserved
15
Section 9.3 Audits
15

ARTICLE 10 INDEMNIFICATION

.....
15
Section 10.1 Indemnification by the Corporation
15
Section 10.2 Contributory Acts
15
Section 10.3 Indemnification by the Board
16

ARTICLE 11 TERMINATION, DEFAULT AND REMEDIES

.....
16
Section 11.1 Events of Default
16
Section 11.2 The Board's Rights Upon Default
16
Section 11.3 Termination of Right of Occupancy
16
Section 11.4 Rights of The Board Cumulative
17

ARTICLE 12 TITLE TO THE FACILITIES

.....
17

- Section 12.1 Title to Facilities
17
- Section 12.2 Insurance Proceeds
17
- Section 12.3 The Board's Option to Require Demolition
17
- Section 12.4 Termination of Facilities Lease
18

ARTICLE 13 CONDEMNATION

.....
18

- Section 13.1 Condemnation
18
- Section 13.2 Partial Condemnation if Facilities Lease is No Longer in Effect
18
- Section 13.3 Partial or Total Condemnation if Facilities Lease is in Effect
18
- Section 13.4 Payment of Awards - If Facilities Lease is in Effect
18
- Section 13.5 Payment of Awards - If Facilities Lease is not in Effect
19
- Section 13.6 Bond Documents Control
19

ARTICLE 14 ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION'S INTEREST

.....
19

- Section 14.1 Assignment of Leasehold Interest
19
- Section 14.2 Subletting
19
- Section 14.3 Transfers of the Corporation's Interest
19
- Section 14.4 Assignment to Trustee
19

ARTICLE 15 COMPLIANCE CERTIFICATES

.....
19

- Section 15.1 The Corporation's Compliance
19
- Section 15.2 The Board's Compliance
20

ARTICLE 16 TAXES AND LICENSES

.....
20

Section 16.1	<u>Payment of Taxes</u>
20	
Section 16.2	<u>Contested Tax Payments</u>
20	

ARTICLE 17 FORCE MAJEURE

.....
20

Section 17.1	<u>Discontinuance During Force Majeure</u>
20	

ARTICLE 18 MISCELLANEOUS

.....
21

Section 18.1	<u>Nondiscrimination, Employment and Wages</u>
21	
Section 18.2	<u>Notices</u>
21	
Section 18.3	<u>Relationship of Parties</u>
21	
Section 18.4	<u>Memorandum of Ground Lease</u>
21	
Section 18.5	<u>Legal Proceedings</u>
22	
Section 18.6	<u>Louisiana Law to Apply</u>
22	
Section 18.7	<u>Warranty of Peaceful Possession</u>
22	
Section 18.8	<u>Curative Matters</u>
22	
Section 18.9	<u>Non-waiver</u>
22	
Section 18.10	<u>Terminology</u>
22	
Section 18.11	<u>Counterparts</u>
23	
Section 18.12	<u>Severability</u>
23	
Section 18.13	<u>Authorization</u>
23	
Section 18.14	<u>Ancillary Agreements</u>
23	
Section 18.15	<u>Amendment</u>
23	
Section 18.16	<u>Successors and Assigns</u>
23	
Section 18.17	<u>Entire Agreement</u>
23	
Section 18.18	<u>Release of Excess Property</u>
24	
Section 18.19	<u>No Merger</u>

24	
Section 18.20	<u>Ground Lease to Constitute a Contract.</u>
24	
Section 18.21	<u>Original Ground Lease Supplemented and Amended.</u>
24	
Section 18.22	<u>Board Confirmation of Original Ground Lease.</u>
24	

EXHIBITS

EXHIBIT A	PROPERTY DESCRIPTION
EXHIBIT B	FORM OF MEMORANDUM OF LEASE

FOURTH SUPPLEMENTAL
GROUND AND BUILDINGS LEASE AGREEMENT

This FOURTH SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “*Fourth Supplemental Ground Lease*”) dated as of _____ 1, 2023, is entered into by and between 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, acting herein on behalf of Louisiana Tech University (the “*University*”), represented herein by its duly authorized Board Representative, Dr. Leslie K. Guice (the “*Board*”), and INNOVATIVE STUDENT FACILITIES, INC., a Louisiana a nonprofit corporation represented herein by its Chairman, Chris Barr (the “*Corporation*”), and supplements and amends that certain Amended and Restated Ground and Buildings Lease Agreement dated as of August 1, 2016 (the “*Original Ground Lease*”), as supplemented and amended by that certain First Supplement to Amended and Restated Ground and Buildings Lease Agreement dated as of January 1, 2017 (the “*First Supplemental Ground Lease*”), as further supplemented and amended by that certain Second Supplemental Ground and Buildings Lease Agreement dated as of July 1, 2019 (the “*Second Supplemental Ground Lease*”) and as further supplemented and amended by that certain Third Supplemental Ground and Buildings Lease dated as of May 1, 2020 (the “*Third Supplemental Ground Lease*” and, together with the Original Ground Lease, the First Supplemental Ground Lease, the Second Supplemental Ground Lease, and this Fourth Supplemental Ground Lease, the “*Ground Lease*”) each by and between the Board and the Corporation.

WITNESSETH:

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

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

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a non-profit corporation, such as the Corporation, any portion of the campus of the University (the “*Campus*”) or other immovable property under its supervision and management;

WHEREAS, in order to further these functions of the Board, by development of parking and related facilities for students, faculty and staff on the Campus, the Board has deemed it advisable that a portion of the Campus be leased to the Corporation for the purpose of constructing a new parking facility for students, faculty and staff and leasing such facilities back to the Board;

WHEREAS, pursuant to the Original Ground Lease, as amended by the First Supplemental Ground Lease, the Second Supplemental Ground Lease and the Third Supplemental Ground Lease, the Board leased certain property to the Corporation and the Corporation agreed to construct certain student housing and parking related improvements (the “*Series 2016 Facilities*” and “*Series 2020 Facilities*”), which improvements were leased back to the Board by virtue of that certain Amended and Restated Agreement to Lease with an Option to Purchase dated as of August 1, 2016 (the “*Original Facilities Lease*”), as amended by that certain First Supplement to Amended and Restated Agreement to Lease with Option to Purchase dated as of January 1, 2017 (the “*First Supplemental Facilities Lease*”), as further supplemented and amended by that certain Second Supplemental Agreement to Lease with Option to Purchase dated July 1, 2019 (the “*Second Supplemental Facilities Lease*”) and as further supplemented and amended by that certain Third Supplemental Agreement to Lease with Option to Purchase dated May 1, 2020 (the “*Third*

Supplemental Facilities Lease”) each between the Corporation and the Board;

WHEREAS, pursuant to an Amended and Restated Trust Indenture dated as of August 1, 2016 (the “*Original Indenture*”), between Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Issuer*” or the “*Authority*”) and the Argent Trust Company (the “*Trustee*”), the Issuer issued its \$36,695,000 Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016A (the “*Series 2016A Bonds*”) and its \$4,000,000 Taxable Subordinate Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016B (the “*Series 2016B Bonds*” and, together with the Series 2016A Bonds, the “*Series 2016 Bonds*”) to fund a loan to the Corporation pursuant to an Amended and Restated Loan and Assignment Agreement dated as of August 1, 2016 between the Authority and the Corporation (the “*Original Agreement*”) for the purpose of financing the Series 2016 Facilities;

WHEREAS, pursuant to a First Supplemental Trust Indenture dated as of May 1, 2020 (the “*First Supplemental Indenture*”), between the Authority and the Trustee, the Issuer issued its \$49,145,000 Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2020) the “*Series 2020 Bonds*”) to fund a loan to the Corporation pursuant to an First Supplemental Loan and Assignment Agreement dated as of May 1, 2020 between the Authority and the Corporation (the “*First Supplemental Agreement*”) for the purpose of financing the Series 2020 Facilities;

WHEREAS, in order to further the functions of the Board, the Corporation shall cause the financing of development, design, renovation, construction and equipping of a new parking facility and related facilities for students, faculty and staff (the “*Series 2023 Facilities*”), including all furnishings, fixtures and equipment relating thereto for the University on the immovable property described on Exhibit A attached hereto (the “*Series 2023 Property*”) and owned by, or under the supervision and management of the Board in the City of Ruston, Lincoln Parish, Louisiana;

WHEREAS, Section 18.15 of the Original Ground Lease and Section 8.1(d) of the Original Agreement provide that, with the consent of the Build America Mutual Assurance Company (the “*Series 2020 Bond Insurer*”), the Ground Lease may be amended or modified in any manner that conform the provisions of any supplements or amendments to the Section 10.1 of the Indenture;

WHEREAS, in order to provide the financing for the Series 2023 Facilities, the Board and the Corporation desire to supplement the Ground Lease to include the Series 2023 Property;

WHEREAS, the Board and the Corporation have agreed that the Corporation, for the benefit of the Board, shall develop and construct the Series 2023 Facilities generally in accordance with Plans and Specifications, (as defined herein) on such immovable property and the Corporation shall lease the Series 2023 Facilities to the Board pursuant to a Fourth Supplemental Agreement to Lease with Option to Purchase (the “*Fourth Supplemental Facilities Lease*” and, together with the Original Facilities Lease as supplemented and amended by the First Supplemental Facilities Lease, the Second Supplemental Facilities Lease and the Third Supplemental Facilities Lease (the “*Facilities Lease*”) for use by students, faculty and staff of the University and such other persons as set forth in the Facilities Lease;

WHEREAS, pursuant to a Second Supplemental Trust Indenture between the Issuer and the Trustee (the “*Second Supplemental Indenture*” and, together with the Original Indenture and First Supplemental Indenture, the “*Indenture*”) supplementing that the Original Indenture, the Issuer has authorized the issuance of its \$_____ Revenue Bonds (Louisiana Tech University Parking/Innovative Student Facilities, Inc. Project) Series 2023 (the “*Series 2023 Bonds*”) to fund a loan to the Corporation pursuant to a Second Supplemental Loan and Assignment Agreement between the Issuer and the Corporation (the “*Second Supplemental Agreement*” and, together with the Original Agreement and First Supplemental Agreement,

the “*Agreement*”) supplementing and amending the Original Agreement; and

WHEREAS, in order to secure repayment of the Series 2023 Bonds the Corporation will assign to the Trustee the Corporation’s interest in the Series 2023 Facilities obtained under this Fourth Supplemental Ground Lease pursuant to a Second Supplemental Assignment of Agreements and Documents by the Corporation in favor of the Trustee (the “*Second Supplemental Assignment*”) supplementing and amending that certain Amended and Restated Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated as of August 1, 2016 (the “*Original Assignment*”) as further supplemented and amended by the First Supplemental Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated as of May 1, 2020 (the “*First Supplemental Assignment*” and, collectively with the Original Assignment and the Second Supplemental Assignment, the “*Assignment*”);

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

ARTICLE 1 LEASE OF PROPERTY - TERMS OF LEASE

Section 1.1 Lease of Property. The Board does hereby lease, let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the Series 2023 Property and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Series 2023 Property for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Fourth Supplemental Ground Lease, accepts the leasehold estate herein demised. Notwithstanding Article 8 of the Agreement, the Board shall have the right to release from this Fourth Supplemental Ground Lease any portion of the Series 2023 Property in the event that no portion of the Series 2023 Facilities is thereafter constructed thereon.

Section 1.2 Habendum. To have and to hold the Series 2023 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 1.3 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.3 Term. Unless sooner terminated as herein provided, this Fourth Supplemental Ground Lease shall continue and remain in full force and effect for a term commencing on the Commencement Date hereof and ending on the earlier of (i) [October 1, 20__] or (ii) the date that all amounts owed under the Indenture (as hereinafter defined) have been paid (the “*Expiration Date*”). Notwithstanding the foregoing, this Fourth Supplemental Ground Lease shall terminate prior to the Expiration Date upon the happening of either of the events set forth in Section 2(a) and (b) of this Fourth Supplemental Facilities Lease.

ARTICLE 2 DEFINITIONS

Section 2.1 Definitions. All capitalized terms not otherwise defined herein shall have meanings assigned thereto in preamble hereto or in the Indenture. In addition to words and terms elsewhere defined in this Fourth Supplemental Ground Lease, the following words and terms as used in this Fourth Supplemental Ground Lease shall have the following meanings, unless some other meaning is plainly intended:

“*Advisory Committee*” shall mean those persons appointed by the Corporation to advise the Corporation regarding design and construction issues of the Facilities and other issues as well as selection

of the Design Team and the Construction Team.

“*Agreement*” shall mean the Original Agreement, as supplemented by the First Supplemental Agreement, as further supplemented by the Second Supplemental Agreement, including any amendments and supplements thereof and thereto as permitted thereunder.

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

“*Assignment*” shall mean the Original Assignment, as supplemented by the First Supplemental Assignment, as further supplemented by the Second Supplemental Assignment, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Authority*” shall mean the Louisiana Local Government Environmental Facilities and Community Development Authority.

“*Auxiliary Facilities*” shall mean the buildings, land, equipment and other properties under the control, operation or supervision of the University as the same may be modified from time to time as follows: (i) dormitories; (ii) apartments; (iii) food services; (iv) bookstore; (v) student center; (vi) recreational facilities and (vii) parking facilities; provided however, that the parking facilities shall only be considered Auxiliary Facilities as long as the Series 2016 Bonds, or any bonds issued to refinance any of the Series 2016 Bonds, are Outstanding.

“*Auxiliary Revenues*” shall mean funds of the University that include the gross amount of all fees levied on all students at the University and such other revenues, funds or income received from students or the public at large in connection with any undertaking, utilization or operation of Auxiliary Facilities, including operation or management thereof by private entities on behalf of the University and unallocated revenues therefrom, prior to the payment of Current Expenses. Auxiliary Revenues shall not include revenues generated from the Student Parking Fee or funds appropriated to the Board or the University by the Legislature of the State from time to time.

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

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

“*Board Representative*” shall mean any one 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 Fourth Supplemental Ground Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Vice President of Business and Finance, or his or her designee, the President of the University, the Vice President for Finance and Administration of the University, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

“*Board’s Interest*” shall mean the Board’s ownership interest in and to the Property and the Facilities.

“*Bonds*” means, collectively, the Series 2016 Bonds, the Series 2020 Bonds, the Series 2023 Bonds and any Additional Bonds or Refunding Bonds issued pursuant to a supplemental indenture as authorized by the Indenture.

“*Bond Documents*” shall mean, collectively, the Indenture, the Assignment, and the Agreement.

“*Business Day*” shall mean any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York or Ruston, 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*” shall mean the date on which the design, construction, and equipping of the Series 2023 Facilities is begun.

“*Commencement Date*” shall mean the date on which the Series 2023 Bonds are delivered and payment therefor is received by the Authority.

“*Construction Team*” shall mean all construction professionals performing services under the Contract.

“*Contract*” shall mean that contract or those certain contracts between the Corporation and the Design Team and the Corporation and the Construction Team for the design and construction of the Series 2023 Facilities.

“*Corporation*” shall mean Innovative Student Facilities, Inc., a nonprofit corporation organized and existing under the laws of the State for the benefit of the University, and also includes every successor corporation and transferee of the Corporation until payment or provision for payment of all of the Bonds.

“*Design Team*” shall mean all design professionals performing services under the Contract.

“*Environmental Requirements*” shall mean all State, federal, local, municipal, parish, and regional environmental laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results and guidance documents; all legislative, judicial, and administrative environmental judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements relating to environmental matters, whether in effect on, prior to or after the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, pollutants, petroleum, petroleum wastes, petroleum-based materials, asbestos, radioactive materials, polychlorinated biphenyls, pesticides, biohazards or other materials that are potentially harmful to humans or the environment or the release of which could trigger any reporting or remediation obligations and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §7401); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §3007); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C. 33:III.2595) including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or

promulgated under any of the foregoing.

“*Event of Default*” shall mean any matter identified as an event of default under Section 11.1 hereof.

“*Expiration Date*” shall mean the earlier of [October 1, 20__], or the date that all amounts owed under the Indenture have been paid.

“*Facilities*” shall mean, collectively, the Series 2016 Facilities, the Series 2020 Facilities and the Series 2023 Facilities.

“*Facilities Lease*” shall mean the Original Facilities Lease, as supplemented and amended by the First Supplemental Facilities Lease, as further supplemented and amended by the Second Supplemental Facilities Lease, as further supplemented and amended by the Third Supplemental Facilities Lease and as further supplemented and amended by the Fourth Supplemental Facilities Lease, as the same may be further supplemented and amended.

“*First Supplemental Agreement*” shall mean that certain First Supplemental Loan and Assignment Agreement dated as of May 1, 2020 between the Corporation and the Authority.

“*First Supplemental Assignment*” shall mean the First Supplemental Assignment of Agreements and Documents dated as of May 1, 2020 by the Corporation in favor of the Trustee.

“*First Supplemental Facilities Lease*” shall mean that certain First Supplement to Amended and Restated Agreement to Lease with Option to Purchase dated as of January 1, 2017 between the Corporation and the Board.

“*First Supplemental Ground Lease*” shall mean that certain First Supplement to Amended and Restated Ground and Buildings Lease Agreement dated as of January 1, 2017 between the Board and the Corporation.

“*First Supplemental Indenture*” shall mean that certain First Supplemental Trust Indenture dated as of May 1, 2020 between the Authority and the Trustee.

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

“*Fourth Supplemental Facilities Lease*” shall mean that certain Fourth Supplemental Agreement to Lease with Option to Purchase dated as of ____ 1, 2023 by and between the Board, as Lessee, and the Corporation, as Lessor.

“*Fourth Supplemental Ground Lease*” shall mean this Fourth Supplemental Ground and Buildings Lease Agreement dated as of ____ 1, 2023 between the Board and the Corporation including the exhibits attached hereto.

“*Governmental Authority*” shall mean 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.

“*Governmental Regulation*” shall mean all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority that are applicable to the parties performing their obligations under this Fourth Supplemental Ground Lease.

“*Ground Lease*” shall mean the Original Facilities Lease, as supplemented and amended by the First Supplemental Ground Lease, as further supplemented and amended by the Second Supplemental Ground Lease, as further supplemented and amended by the Third Supplemental Ground Lease and as further supplemented and amended by this Fourth Supplemental Ground Lease, as the same may be further supplemented and amended.

“*Hazardous Substance*” shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any case of the Environmental Requirements, and includes, without limitation, asbestos, petroleum, or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, pesticides, urea formaldehyde, radon gas, radioactive matter, and medical waste and any other substance or waste that is potentially harmful to human health, natural resources, or the environment or the presence of which in the environment could trigger a remediation obligation or other liability under Environmental Requirements or any constituent of the foregoing.

“*Indenture*” shall mean the Original Indenture, as supplemented and amended by the First Supplemental Indenture and as further supplemented by the Second Supplemental Indenture, including any amendments and supplements thereof and thereto as permitted thereunder.

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

“*Original Agreement*” shall mean the Amended and Restated Loan and Assignment Agreement dated as of August 1, 2016, between the Corporation and the Authority.

“*Original Assignment*” shall mean the Amended and Restated Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated as of August 1, 2016.

“*Original Facilities Lease*” shall mean the Amended and Restated Agreement to Lease with Option to Purchase dated as of August 1, 2016 between the Corporation and the Board.

“*Original Ground Lease*” shall mean the Amended and Restated Ground and Buildings Lease Agreement dated as of August 1, 2016 between the Board and the Corporation.

“*Original Indenture*” shall mean the Amended and Restated Trust Indenture dated as of August 1, 2016 between Issuer and the Trustee.

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

“*Plans and Specifications*” shall mean the plans and specifications for the construction of the Series 2023 Facilities approved by the Advisory Committee and the Corporation, as amended from time to time as permitted in Section 5.1 hereof.

“*Property*” shall mean, collectively, the Series 2016 Property, the Series 2020 Property and the Series 2023 Property.

“*Refunding Bonds*” shall mean parity bonds, if any, issued in one or more series pursuant to Section 5.2 of the Second Supplemental Indenture.

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

“*Rent*” has the meaning given to such term in Section 3.1 of this Fourth Supplemental Ground Lease.

“*Second Supplemental Agreement*” shall mean that certain Second Supplemental Loan and Assignment Agreement dated as of ____ 1, 2023 between the Corporation and the Authority.

“*Second Supplemental Assignment*” shall mean that certain Second Supplemental Assignment of Agreements and Documents dated as of ____ 1, 2023 by the Corporation in favor of the Trustee.

“*Second Supplemental Facilities Lease*” shall mean that certain Second Supplemental Agreement to Lease with Option to Purchase dated as of July 1, 2019 by and between the Board, as Lessee, and the Corporation, as Lessor.

“*Second Supplemental Ground Lease*” shall mean that certain Second Supplemental Ground and Buildings Lease Agreement dated as of July 1, 2019 between the Board and the Corporation including the exhibits attached hereto.

“*Series 2016 Bonds*” shall mean, collectively, the Series 2016A Bonds and the Series 2016B Bonds.

“*Series 2016 Facilities*” shall mean the facilities described in Exhibit A to the Original Agreement and the Original Facilities Lease, as amended and supplemented in accordance therewith, that have been designed, constructed and equipped with the proceeds of the Series 2016 Bonds, including all furnishings, fixtures and equipment incidental or necessary in connection therewith on the campus of the University.

“*Series 2016 Property*” shall mean the immovable property more particularly described on Exhibit A attached to the Original Ground Lease, as supplemented by the First Supplemental Ground Lease, and all improvements now or thereafter located thereon, including the Series 2016 Facilities as they are constructed and located thereon, together with all other rights and interests leased pursuant to Section 1.1 thereof.

“*Series 2016A Bonds*” shall mean the \$36,695,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016A.

“*Series 2016B Bonds*” shall mean the \$4,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Taxable Subordinate Revenue Bonds (Louisiana Tech

University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016B.

“*Series 2020 Bond Insurer*” or “BAM” means Build America Mutual Assurance Company, or any successor thereto or assignee thereof, as bond insurer for the Series 2020 Bonds.

“*Series 2020 Bonds*” shall mean the \$49,145,000 Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2020.

“*Series 2020 Facilities*” shall mean the facilities described in Exhibit A to the First Supplemental Agreement and the Second Supplemental Facilities Lease, as amended and supplemented in accordance therewith, that are to be designed, constructed and equipped with the proceeds of the Series 2020 Bonds, including all furnishings, fixtures and equipment incidental or necessary in connection therewith on the campus of the University.

“*Series 2020 Property*” shall mean the immovable property more particularly described on Exhibit A attached to that certain Third Supplemental Ground Lease, and all improvements now or thereafter located thereon, including the Series 2020 Facilities as they are constructed and located thereon, together with all other rights and interests leased pursuant to Section 1.1 thereof.

“*Series 2023 Bonds*” shall mean the \$_____ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Louisiana Tech University Parking/Innovative Student Facilities, Inc. Project) Series 2023.

“*Series 2023 Bond Insurer*” shall mean _____, or any successor thereto or assignee thereof, as bond insurer for the Series 2023 Bonds.

“*Series 2023 Facilities*” shall mean the facilities described in Exhibit A to the Second Supplemental Agreement, Fourth Supplemental Facilities Lease, as amended and supplemented in accordance therewith, that are to be designed, constructed and equipped with the proceeds of the Series 2023 Bonds, including all furnishings, fixtures and equipment incidental or necessary in connection therewith on the campus of the University.

“*Series 2023 Facilities Revenues*” shall mean Auxiliary Revenues and the revenues derived from the Student Parking Fee.

“*Series 2023 Property*” shall mean the immovable property more particularly described on Exhibit A attached to this Fourth Supplemental Ground Lease, and all improvements now or thereafter located thereon, including the Series 2023 Facilities as they are constructed and located thereon, together with all other rights and interests leased pursuant to Section 1.1 hereof.

“*Student Parking Fee*” shall mean the revenues collected from a quarterly student assessed parking fee in the amount of \$20 per full-time student per quarter, beginning with the Fall 2023 quarter.

“*Taking*” shall mean 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*” shall mean the term of this Fourth Supplemental Ground Lease as set forth in Section 1.3 hereof.

“*Third Supplemental Facilities Lease*” shall mean that certain Third Supplemental Agreement to Lease with Option to Purchase dated as of May 1, 2020 by and between the Board, as Lessee, and the Corporation, as Lessor.

“*Third Supplemental Ground Lease*” shall mean that certain Third Supplemental Ground and Buildings Lease Agreement dated as of May 1, 2020 between the Board and the Corporation.

“*Trustee*” shall mean the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the Second Supplemental Indenture which may be designated (originally or as a successor) as Trustee for the Series 2023 Bonds issued and secured under the terms of the Second Supplemental Indenture, initially Argent Trust Company, Ruston, Louisiana.

“*University*” shall mean Louisiana Tech University.

ARTICLE 3 RENT

Section 3.1 Rent. Commencing on the Commencement Date and continuing throughout the Term the Corporation shall pay to the Board, at the address set forth in Section 18.2 or such other place as the Board may designate from time to time in writing, as annual rent for the Series 2023 Property (“*Rent*”), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

Section 3.2 Additional Obligations. As further consideration for the entering into of this Fourth Supplemental Ground Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article 5 herein, and to execute and perform its obligations under the Fourth Supplemental Facilities Lease and all other documents contemplated by and ancillary to this Fourth Supplemental Ground Lease and the Fourth Supplemental Facilities Lease.

ARTICLE 4 USE OF PROPERTY

Section 4.1 Purpose of Ground Lease. The Corporation enters into this Fourth Supplemental Ground Lease for the purpose of developing and constructing the Series 2023 Facilities for the Board generally in accordance with the Plans and Specifications and, for so long as the Fourth Supplemental Facilities Lease remains in full force and effect, leasing the Series 2023 Facilities to the Board in accordance with the Fourth Supplemental Facilities Lease. Except as otherwise provided herein, the Series 2023 Facilities are to be used for no other purpose.

Section 4.2 Benefit of the Board and the University. The Board shall own the Series 2023 Facilities, subject to the Corporation’s rights under this Fourth Supplemental Ground Lease and, for so long as the Fourth Supplemental Facilities Lease remains in full force and effect, the Board shall lease back the Series 2023 Facilities from the Corporation for the support, maintenance, and benefit of the Board and the University. The Series 2023 Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of the Board and the University.

Section 4.3 Data and Voice Communication Systems. The Board, at its expense, agrees to provide or cause to be provided to the Series 2023 Facilities appropriate cabling to tie its computer system into the Series 2023 Facilities. The Board, at its expense, shall provide to the Series 2023 Facilities or cause to be provided to the Series 2023 Facilities access to its computer system. The internal installation of such

computer wiring within the Series 2023 Facilities in accordance with the Plans and Specifications shall be at the expense of the Corporation. The Corporation agrees that its computer system wiring shall be compatible with the system and wiring currently in use by the University.

Section 4.4 Compliance with Statutory Requirements. Section 3361, *et seq.*, of Title 17 of the Louisiana Revised Statutes prescribes the legal requirements for leases of any portion of the campus by a college or university. By execution of this Fourth Supplemental Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

(a) the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction, and maintenance of the Series 2023 Facilities referenced in Section 3362(A) of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Fourth Supplemental Ground Lease or specifically referenced in this Fourth Supplemental Ground Lease;

(b) the waiver by written consent of the Board's right to require removal of the Series 2023 Facilities referenced in Section 3362(B) of Title 17 of the Louisiana Revised Statutes, except as set forth in this Fourth Supplemental Ground Lease; and

(c) the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes of 1950, as amended, except as may be specified in this Fourth Supplemental Ground Lease.

Section 4.5 Oversight by the Office of Facility Planning and Control. Pursuant to La. R.S. 17:3361(A)(2), this Fourth Supplemental Ground Lease is subject to design and construction oversight by the Office of Facility Planning and Control within the State's Division of Administration ("*OFPC*"). As used in this Section 4.5, the phrase "design and construction oversight" means (a) the right to review and approve plans and specifications prior to the commencement of construction and to require such changes as may be necessary to comply with the applicable building codes, space standards, where appropriate, and standards ensuring quality of construction, and (b) the right to conduct periodic inspections during construction to ensure that work is being performed in compliance with the approved plans and specifications.

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

Section 5.1 The Corporation's Obligations. The Corporation will develop, design, construct, and equip as well as repair and maintain the Series 2023 Facilities on the Property at its own cost and expense. The Corporation shall lease the Series 2023 Facilities to the Board pursuant to the Fourth Supplemental Facilities Lease. The Board shall not have any financial obligation or other obligation of any kind under this Fourth Supplemental Ground Lease except to review and approve the Corporation's activities and as specifically set forth herein.

(a) The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and proper for the construction of the Series 2023 Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Series 2023 Facilities in a good, substantial, and workmanlike manner all in accordance with this Fourth Supplemental Ground Lease and generally in compliance with the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board

agree to cooperate fully to the end that fee and permit exemptions available with respect to the Series 2023 Facilities under applicable law are obtained by the party or parties entitled thereto.

(b) Subject to the provisions of this Section 5.1, all decisions regarding design and construction matters shall be made by the Corporation. The Corporation shall select the Design Team and the Construction Team, the members of which shall comply with licensing requirements of Louisiana law. All construction, alterations, or additions to the Series 2023 Facilities undertaken by the Corporation shall be in conformance with all Governmental Regulation and amendments thereto, including the International Building Code, ANSI A1117.1 1986 Edition, and NFPA 101 Life Safety Code 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.

(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 Series 2023 Facilities or increasing the cost of development and construction may be made in the Plans and Specifications at any time without the approval of the Advisory Committee, but a copy of the altered Plans and Specifications shall promptly be furnished to the Advisory Committee. The Corporation shall notify the Advisory Committee of any changes in work or materials that require the Advisory Committee's approval and the Advisory Committee shall either approve or disapprove any such changes within ten (10) Business Days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Advisory Committee to make a determination and to approve or disapprove any changes in work or materials.

(d) The parties hereto acknowledge that the Advisory Committee and any other party whose consent is necessary to the Board's authority will review and approve the form of the Contract for the Series 2023 Facilities. After completion of the Series 2023 Facilities, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Series 2023 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 Series 2023 Facilities. The Advisory Committee shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation.

(e) Subject to Force Majeure, the Corporation covenants that the Corporation shall proceed with diligence to complete the construction of the Series 2023 Facilities as soon as practically possible.

(f) Prior to the Commencement of Construction, the Corporation, the Design Team and the Construction Team, shall meet with the Advisory Committee to coordinate the construction activity. Upon Commencement of Construction, the Corporation shall deliver to the Advisory Committee, (1) a copy of the signed Contract, 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 issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(C) to be taken by an Owner to protect the premises from any liens related to the design or construction of the Series 2023 Facilities.

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

(h) Any performance bond, labor and material payment bond, or completion bond provided by any member of the Design Team or the Construction Team hired by the Corporation shall be

for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety 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 Series 2023 Facilities. During such period, the construction work shall be subject to inspection by the Advisory Committee 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 Series 2023 Property and arrange for boundary surveys, topographical surveys, soil borings, and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Property is suitable for the Series 2023 Facilities. The Corporation accepts the Property in its present condition. However, the Board represents that there are no Hazardous Substances or other materials on or under the Property that would materially impact the construction of the Series 2023 Facilities. If the Board fails to comply with any of the foregoing warranties, representations, and covenants, and removal or Remediation of any Hazardous Substances found on the Property or the Series 2023 Facilities is required by Environmental Requirements or Governmental Authority, the Board shall promptly undertake the removal or Remediation of such Hazardous Substances, at the Board's sole cost and expense and in strict compliance with the Environmental Requirements and directions of Governmental Authority. In the event the Board fails or refuses to undertake such removal or Remedial actions, the Corporation may cause the removal or Remediation (or other cleanup reasonable acceptable to the Corporation) of any such Hazardous Substances from the Property or the Series 2023 Facilities. The reasonable costs of removal, Remediation, or any other cleanup (including transportation and storage costs) will be considered as Additional Rental under the Facilities Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable within ninety (90) days of written demand by the Corporation. In connection therewith, the Board will give the Corporation, its agents, and employees access to the Property and the Series 2023 Facilities to remove, remediate, or otherwise clean up any Hazardous Substances. The Corporation, however, has no affirmative obligation to remove, remediate, or otherwise clean up any Hazardous Substances, and the Facilities Lease will not be construed as creating any such obligation. The Board hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, presence, release, disposal, removal or Remediation of any Hazardous Substances located in or about the Series 2023 Facilities whether occurring before or during the Term or otherwise arising from the acts or omissions of the Board.

(k) Except as provided in Section 4.3 hereof, the cost of construction and renovation of the Series 2023 Facilities shall include all costs necessary for the Design Team, the Construction Team or applicable utility company to bring lines for all such utilities to the Series 2023 Facilities so that such utilities will be available when required for construction and operation of the Series 2023 Facilities.

ARTICLE 6 ENCUMBRANCES

Section 6.1 Mortgage of Ground Leasehold or the Facilities. Except for the Assignment required by the Agreement, the Corporation shall not mortgage, lien, or grant a security interest in the Corporation's interest in the Property or any other right of the Corporation hereunder without the prior written consent of the Board and the Bond Insurer except as may be necessary, in the sole discretion of the Corporation, to sell the Bonds or otherwise in accordance with the provisions of this Article 6.

ARTICLE 7
MAINTENANCE AND REPAIR

Section 7.1 Maintenance and Repairs.

(a) For so long as the Fourth Supplemental Facilities Lease has not been terminated, the Board shall maintain and repair the Series 2023 Facilities in accordance with Section 7 of the Fourth Supplemental Facilities Lease.

(b) In the event that the Fourth Supplemental Facilities Lease has been terminated, the Corporation will: (1) maintain or cause to be maintained the Series 2023 Facilities, and will keep the Series 2023 Facilities in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; and (2) make from time to time any additions, modifications, or improvements to the Series 2023 Facilities the Corporation may deem desirable for its business purposes that do not materially impair the effective use of the Series 2023 Facilities, provided that all such additions, modifications, and improvements will become a part of the Series 2023 Facilities.

(c) For so long as the Fourth Supplemental Facilities Lease has not been terminated, neither the Board nor the University will be under any obligation to renew, repair or replace any item of inadequate, obsolete, worn out, unsuitable, undesirable, unprofitable, or unnecessary equipment or other property not required for the sound operation and maintenance of the physical condition of the Series 2023 Facilities. In any instance where the Board, in its sound discretion, determines that any items of Series 2023 Facilities have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Board, for so long as the Series 2023 Facilities Lease has not been terminated, may remove such items of Series 2023 Facilities and sell, trade in, exchange, donate, throw away, or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Trustee or the Bondholders, provided that the collection of Series 2023 Facilities Revenues does not fall below the level required to be maintained pursuant to the provisions of the Series 2023 Facilities Lease.

ARTICLE 8
CERTAIN LIENS PROHIBITED

Section 8.1 No Mechanics' Liens. Except as permitted in Section 8.2 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 Property nor against the Corporation's leasehold interest in the 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 Property or Facilities or any part thereof through or under the Corporation.

Section 8.2 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Property or Facilities because of the activities of the Corporation described in Section 8.1, 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 Fourth

Supplemental Ground Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of ten percent (10%) per annum.

Section 8.3 Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 18.4 of this Fourth Supplemental Ground Lease shall state that any third party entering into a contract with the Corporation for improvements to be located on the Property, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

ARTICLE 9 OPERATION AND MANAGEMENT OF FACILITIES

Section 9.1 Management of Facilities. The Board shall operate and manage the Series 2023 Facilities or cause the Series 2023 Facilities to be operated and managed in accordance with Section 7 of the Fourth Supplemental Facilities Lease. In the event the Fourth Supplemental Facilities Lease is terminated, neither the Board nor the University shall operate or manage the Series 2023 Facilities.

Section 9.2 Reserved.

Section 9.3 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 10 INDEMNIFICATION

Section 10.1 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents, or contractors, the Corporation shall and will indemnify and hold harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Series 2023 Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.2 Contributory Acts. Whenever in this Fourth Supplemental Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

Section 10.3 Indemnification by the Board. The Board shall indemnify the Trustee and the Authority and shall hold the Trustee, the Bond Insurer, and the Authority harmless from and shall reimburse the Trustee, the Bond Insurer, and the Authority 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 Trustee, the Bond Insurer, or the Authority and the payee and holder of any Bond (prior to trial, at trial and on appeal) in any action against or involving the Trustee, the Bond Insurer, or the Authority, resulting from any breach of the representations, warranties, or covenants of the Board, or from the discovery of any Hazardous Substances in, upon, under, or over, or emanating from, the Property or the Series 2023 Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were Released from the Property or the Series 2023 Facilities, it being the intent of the Board that the Trustee and the Authority, shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Property and the Series 2023 Facilities created by the Indenture, and the Agreement or otherwise, or hereafter created, or as the result of the Trustee or the Authority exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

ARTICLE 11 TERMINATION, DEFAULT AND REMEDIES

Section 11.1 Events of Default. Any one of the following events shall be deemed to be an “*Event of Default*” by the Corporation under this Fourth Supplemental Ground Lease.

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

(b) The taking by execution of the Corporation's leasehold estate for the benefit of any Person, except for any Person exercising remedies due to a default by the Board under the Fourth Supplemental Facilities Lease or a default due to non-payment of the Bonds.

(c) The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Fourth Supplemental Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(d) The Corporation, after Commencement of Construction but prior to substantially completing construction of the Series 2023 Facilities, abandons (with no intent to continue) construction for a period of forty-five (45) consecutive days.

Section 11.2 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 11.3 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Fourth Supplemental Ground Lease to the contrary, except as set forth in Section 1.3 hereof, the Board

shall not have the right to terminate this Fourth Supplemental Ground Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, and subject to the provisions of Article 6 hereof, the Board shall have the right to terminate the Corporation's right to occupancy of the Property, except that the Series 2023 Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Property and to re-let the Property or take possession in its own right for the remaining Term of the Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to convey all of its right, title, and interest in and to the Series 2023 Facilities and all of its rights under this Fourth Supplemental Ground Lease and the Fourth Supplemental Facilities Lease to the new lessee of the Property or to the Board, if the Board wishes to remain in possession on its own behalf in consideration for the new lessee (or the Board as applicable) agreeing to assume all of the Corporation's obligations under the Ground Lease, the Facilities Lease and under any debt incurred by the Corporation in connection with the construction of the Series 2023 Facilities.

Section 11.4 Rights of The Board Cumulative. All rights and remedies of the Board provided for and permitted in this Fourth Supplemental Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Board of a breach of any of the covenants, conditions or restrictions of this Fourth Supplemental Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Fourth Supplemental Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

ARTICLE 12 TITLE TO THE FACILITIES

Section 12.1 Title to Facilities. Title to the Series 2023 Facilities as they are constructed and upon completion thereof shall be vested in the Board during the Term of this Fourth Supplemental Ground Lease. The Board's right to obtain title to the Series 2023 Facilities unencumbered by the leasehold interest of the Corporation granted hereunder shall be set forth in the Facilities Lease. All furniture, fixtures, equipment, and furnishings permanently affixed to the Series 2023 Facilities shall be the property of the Board upon termination of the Third Supplemental Ground Lease whether such termination is by expiration of the Term or an earlier termination under any provision of this Fourth Supplemental Ground Lease.

Section 12.2 Insurance Proceeds. Notwithstanding the fact that title to the Series 2023 Facilities is vested in the Board, if the Fourth Supplemental Facilities Lease is no longer in force and effect, and all or any portion of the Third Supplemental Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion, or otherwise (collectively "*Casualty*"), the proceeds of any insurance received on account of any such Casualty shall be disbursed in accordance with the provisions of the Bond Documents, or if the Bond Documents are no longer in effect shall be disbursed to the Corporation as though the Corporation were the owner of the Series 2023 Facilities.

Section 12.3 The Board's Option to Require Demolition. Upon the Expiration Date of the Term or earlier termination hereof, in the event the Series 2023 Facilities are no longer suitable for the Board's purposes, the Board in its sole discretion may require the Corporation to demolish the Series 2023 Facilities and remove the Series 2023 Facilities from the Property, and restore the Property to substantially the same condition as it existed on the date of this Fourth Supplemental Ground Lease, to be accomplished

within one hundred eighty (180) days of such Expiration Date or earlier Termination hereof. However, such demolition and removal of the Series 2023 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 Fourth Supplemental Ground Lease is terminated earlier, the Board shall notify the Corporation within thirty (30) days after the termination.

Section 12.4 Termination of Facilities Lease. Upon the termination of the Fourth Supplemental Facilities Lease as a result of the Board's exercise of its option to purchase the Series 2023 Facilities granted under the Fourth Supplemental Facilities Lease, all rights and interest of the Corporation in and to this Fourth Supplemental Ground Lease, the Fourth Supplemental Facilities Lease and the Facilities shall be transferred to the Board, and the Corporation hereby agrees to execute any documents necessary to effectuate such transfer, or the Board may require the demolition of the Facilities as set forth in Section 12.3 above.

ARTICLE 13 CONDEMNATION

Section 13.1 Condemnation. Upon the permanent Taking of all the Property and the Facilities, this Fourth Supplemental Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Fourth Supplemental Ground Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.2 Partial Condemnation if Facilities Lease is No Longer in Effect. Upon a temporary Taking or a Taking of less than all of the Property and the Series 2023 Facilities and if the Fourth Supplemental Facilities Lease is no longer in effect, the Corporation, at its election, may terminate this Fourth Supplemental Ground Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Property and the Corporation decides not to terminate this Fourth Supplemental Ground Lease, the Board and the Corporation shall either amend this Fourth Supplemental Ground Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Property and/or Series 2023 Facilities.

Section 13.3 Partial or Total Condemnation if Facilities Lease is in Effect. If this Fourth Supplemental Ground Lease is terminated under Section 13.1 or in the event of a Taking of less than all of the Property and the Series 2023 Facilities while the Fourth Supplemental Facilities Lease is in force and effect, and the Board decides to restore or replace the Series 2023 Facilities in accordance with the Fourth Supplemental Facilities Lease, the Board and the Corporation agree to enter into a new lease (in form and substance substantially the same as this Fourth Supplemental Ground Lease) of a portion of property necessary to place thereon the Series 2023 Facilities and to enter into a new Fourth Supplemental Facilities Lease (in form and substance substantially the same as the Fourth Supplemental Facilities Lease) covering such replacement Series 2023 Facilities.

Section 13.4 Payment of Awards - If Facilities Lease is in Effect. Upon the Taking of all or any portion of the Series 2023 Property or the Series 2023 Facilities while the Fourth Supplemental Facilities Lease remains in full force and effect (a) the proceeds of the Award allocable to the value of the Series 2023 Facilities shall be disbursed in accordance with the provisions of the Fourth Supplemental Facilities Lease and the Bond Documents, and (b) the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest (such value to be determined as if this Fourth Supplemental

Ground Lease were in effect and continuing to encumber the Board's Interest); and (c) the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Series 2023 Property under this Fourth Supplemental Ground Lease that is the subject of the Taking.

Section 13.5 Payment of Awards - If Facilities Lease is not in Effect. Upon the Taking of all or any portion of the Series 2023 Property or the Series 2023 Facilities at any time after the Fourth Supplemental Facilities Lease is no longer in force and effect, (a) the proceeds of the Award allocable to the value of the Facilities shall be disbursed in accordance with the provisions of the Bond Documents, or if the Bond Documents are no longer in effect shall be disbursed to the Corporation, (b) the Board shall be entitled (free of any claim of the Corporation) to the Award for the value of the Board's Interest in the Series 2023 Property (such value to be determined as if this Fourth Supplemental Ground Lease were in effect and continuing to encumber the Board's Interest) and (c) the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Series 2023 Property under this Fourth Supplemental Ground Lease that is the subject of the Taking.

Section 13.6 Bond Documents Control. Notwithstanding anything in this Fourth Supplemental Ground Lease to the contrary, in the event of a Casualty or a Taking of all of any portion of the Series 2023 Facilities, the provisions in the Bond Documents shall control the division, application and disbursement of any insurance proceeds or Award paid as a result thereof for so long as the Bond Documents remain in effect.

ARTICLE 14 ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION'S INTEREST

Section 14.1 Assignment of Leasehold Interest. Except as expressly provided for in Article 6 and in this Article 14, the Corporation shall not have the right to sell or assign the leasehold estate created by this Fourth Supplemental Ground Lease or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board and the Bond Insurer.

Section 14.2 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board, except as provided in Article 6.

Section 14.3 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 Fourth Supplemental Ground Lease.

Section 14.4 Assignment to Trustee. The Corporation shall, concurrently with the execution hereof, assign all of its right, title, and interest in and to this Fourth Supplemental Ground Lease to the Trustee pursuant to the Second Supplemental Indenture and the Second Supplemental Agreement. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

ARTICLE 15 COMPLIANCE CERTIFICATES

Section 15.1 The Corporation's Compliance. The Corporation agrees, at any time and from time to time upon not fewer 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 Fourth Supplemental Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b)

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

Section 15.2 The Board's Compliance. The Board agrees, at any time and from time to time, upon not fewer 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 Fourth Supplemental Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof; and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee, or mortgagee of this Fourth Supplemental Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person, as approved by the Board.

ARTICLE 16 TAXES AND LICENSES

Section 16.1 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 Property or in the Facilities or upon any of the Corporation's property used in connection therewith or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.1 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Property and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.2 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 17 FORCE MAJEURE

Section 17.1 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the

Corporation shall within ten (10) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE 18
MISCELLANEOUS

Section 18.1 Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the performance of the terms, conditions, covenants, and obligations of this Fourth Supplemental Ground Lease, is prohibited.

Section 18.2 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Fourth Supplemental Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

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

with copies to:

Louisiana Tech University
Post Office Box 3164
Ruston, Louisiana 71272
Attention: Assistant Vice President for Student Affairs

If to the Corporation:

Innovative Student Facilities, Inc.
412 West Alabama
Ruston, Louisiana 71270
Attention: Vice Chairperson

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

Section 18.3 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 acts of the parties hereto creates a relationship other than the relationship of the Board and the Corporation.

Section 18.4 Memorandum of Ground Lease. Neither the Board nor the Corporation shall file this Fourth Supplemental Ground Lease for record in Lincoln 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 Fourth Supplemental Ground Lease in the form of Exhibit B attached hereto. Such memorandum shall be filed for record in Lincoln Parish, Louisiana.

Section 18.5 Legal Proceedings.

(a) If either party is required to commence legal proceedings relating to this Fourth Supplemental Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

(b) The Corporation waives trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Fourth Supplemental Ground Lease against the other on any matters whatsoever arising out of or in any way connected with this Fourth Supplemental Ground Lease, the relationship of the Corporation and the Board, the Board's or the University's use or occupancy of the Facilities, or any other Claims arising hereunder.

Section 18.6 Louisiana Law to Apply. This Fourth Supplemental Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Ruston, Louisiana.

Section 18.7 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 Series 2023 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 Series 2023 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 Fourth Supplemental Ground Lease.

Section 18.8 Curative Matters. Except for the express representations and warranties of the Board set forth in this Fourth Supplemental Ground Lease, any additional matters necessary or desirable to make the Series 2023 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 Property usable for the Corporation's purpose.

Section 18.9 Non-waiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Fourth Supplemental Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Fourth Supplemental Ground Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of the Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Board or the Corporation of any provision of this Fourth Supplemental Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.10 Terminology. Unless the context of this Fourth Supplemental Ground Lease clearly requires otherwise: (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean

“including without limitation;” (d) the word “or” shall have the inclusive meaning represented by the phrase “and/or;” (e) the words “hereof,” “herein,” “hereunder,” and similar terms in this Fourth Supplemental Ground Lease shall refer to this Fourth Supplemental Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Fourth Supplemental Ground Lease and the Table of Contents to this Fourth Supplemental Ground Lease are for reference purposes and shall not control or affect the construction of this Fourth Supplemental Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Fourth Supplemental Ground Lease unless otherwise specified. All exhibits attached to this Fourth Supplemental Ground Lease constitute a part of this Fourth Supplemental Ground Lease and are incorporated herein. All references to a specific time of day in this Fourth Supplemental Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Ruston, Louisiana).

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

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

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

Section 18.14 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Property or concerning the construction, operation or maintenance of the Series 2023 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 Fourth Supplemental Ground Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15 Amendment. No amendment, modification, or alteration of the terms of this Fourth Supplemental Ground Lease shall be binding unless the same is in writing dated on or subsequent to the date hereof and duly executed by the parties hereto and consented to, to the extent required by Article 8 of the Agreement.

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

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

Section 18.18 Release of Excess Property. Notwithstanding the provisions of Section 18.15 above and Article 8 of the Agreement, in the event any of the Property is not used for the construction of the Facilities (including any parking related thereto), this Fourth Supplemental Ground Lease may be amended to exclude such portion of the Property, with the consent of the Bond Insurer but without the consent of the owners of the Bonds outstanding under the Indenture.

Section 18.19 No Merger. There shall be no merger of the leasehold estate created by this Fourth Supplemental Ground Lease with the fee simple estate of the Board in the Series 2023 Property nor shall there be any merger of the leasehold estate created by this Fourth Supplemental Ground Lease or the fee simple estate of the Board in the Series 2023 Property with the leasehold estate created by the Fourth Supplemental Facilities Lease because one party or such party's transferee may acquire or shall hold directly or indirectly (a) fee simple interest in or to the Series 2023 Property (b) any interest in the leasehold estate created by or granted by this Fourth Supplemental Ground Lease and/or (c) the leasehold estate created by the Fourth Supplemental Facilities Lease, and no such merger shall occur unless all entities having (i) any fee simple interest in or to the Series 2023 Property, (ii) any interest in the leasehold estate created or granted by this Fourth Supplemental Ground Lease and (iii) any interest in the leasehold estate created by the Fourth Supplemental Facilities Lease, shall join in a written instrument effecting such merger and shall duly record same in the land records of the jurisdiction in which the Series 2023 Property is located.

Section 18.20 Ground Lease to Constitute a Contract. This Fourth Supplemental Ground Lease, upon execution by the Board and the Corporation shall constitute a third party beneficiary contract between the Board and the Corporation for the benefit of the Bond Insurer and of the owners of all Bonds issued hereunder. The Bond Insurer, if any, may enforce any right, remedy or claim conferred, given or granted to it hereunder.

Section 18.21 Original Ground Lease Supplemented and Amended. The Board and the Corporation, by the execution and delivery of this Fourth Supplemental Ground Lease, intend to supplement and amend the Original Ground Lease, as previously amended by the Third Supplemental Ground Lease, to the extent provided herein, to provide for the issuance of the Series 2023 Bonds. Whenever the term "Ground Lease" is used in the Original Ground Lease, the First Supplemental Ground Lease, the Second Supplemental Ground Lease, the Third Supplemental Ground Lease and in this Fourth Supplemental Ground Lease (including the recitals hereof) or in any of the other Bond Documents, it is intended to mean and include the Original Ground Lease, as supplemented and amended by the First Supplemental Ground Lease, the Second Supplemental Ground Lease, the Third Supplemental Ground Lease and this Fourth Supplemental Ground Lease, as the same may be further supplemented and amended by supplemental ground leases. Whenever reference is made in this Fourth Supplemental Ground Lease to a specific section of the Original Ground Lease, it is intended to mean and include such section of the Original Ground Lease, as such section may have been supplemented and amended by supplemental ground leases (notwithstanding the fact that any particular supplemental ground lease may have a section with the same number).

Section 18.22 Board Confirmation of Original Ground Lease. As supplemented and amended by this Fourth Supplemental Ground Lease, the Original Ground Lease, the First Supplemental Ground Lease, the Second Supplemental Ground Lease and the Third Supplemental Ground Lease are, in all respects, ratified and confirmed and continues in full force and effect, and, shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements set forth in the Original Ground Lease, as supplemented and amended by the First Supplemental Ground Lease, the Second Supplemental Ground Lease, the Third Supplemental Ground Lease and this Fourth Supplemental Ground Lease, shall apply and remain in full force and effect with respect to this Fourth Supplemental Ground Lease, the Bonds and the other Bond Documents. In the event of any conflict between the provisions of the Original Ground Lease, as supplemented by the First Supplemental Ground Lease, the

Second Supplemental Ground Lease, the Third Supplemental Ground Lease and this Fourth Supplemental Ground Lease, the provisions of this Fourth Supplemental Ground Lease shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____

Dr. Leslie K. Guice, President
Louisiana Tech University and
Board Representative

Print Name: _____

NOTARY PUBLIC

Name: _____

Notary ID/Bar Roll No. _____

My Commission Expires _____

IN WITNESS WHEREOF, the undersigned representative has signed this Fourth Supplemental Ground Lease on behalf of Innovative Student Facilities, Inc., on the ____ day of _____, 2023.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC.

Print Name: _____

By: _____

Chris Barr, Chairman

Print Name: _____

NOTARY PUBLIC

Name: _____

Notary ID/Bar Roll No. _____

My Commission Expires _____

EXHIBIT A

PROPERTY DESCRIPTION

[TO COME]

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

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

MEMORANDUM OF LEASE

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

RECITALS

A. Lessor and Lessee have entered into a Fourth Supplemental Ground and Buildings Lease Agreement dated as of ____ 1, 2023 (the “*Lease*”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly described on Exhibit A attached hereto and incorporated herein (the “*Land*”).

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

LEASE TERMS

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

1. The term of the Lease commenced on ____ 1, 2023 and shall continue until midnight on **[October 1, 20__]**, unless sooner terminated or extended as provided in the Lease.
2. Lessor has the right as set forth in the Lease to purchase the improvements constructed by Lessee on the Land at any time during the term of the Lease in accordance with the provisions thereof.
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

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

Lessee: Innovative Student Facilities, Inc.
 412 West Alabama
 Ruston, Louisiana 71270
 Attention: Vice Chairperson

This Memorandum is executed for the purpose of recordation in the public records of Lincoln 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 THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the ____ of _____, 2023, in Ruston, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____
Board Representative

By: _____
Dr. Leslie K. Guice, Board Representative

Print Name: _____

NOTARY PUBLIC

Name: _____
Notary ID/Bar Roll No. _____
My Commission Expires _____

THUS DONE AND PASSED on the ____ day of _____, 2023, in Ruston, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with Chris Barr, Chairman of Innovative Student Facilities, Inc., and me, Notary.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC.

Print Name: _____

By: _____
Chris Barr, Chairman

Print Name: _____

NOTARY PUBLIC

Name: _____

Notary ID/Bar Roll No. _____

My Commission Expires _____

FOURTH SUPPLEMENTAL
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

by and between

INNOVATIVE STUDENT FACILITIES, INC.
(as Lessor)

and

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
(as Lessee)

Dated as of ____ 1, 2023

in connection with:

§
Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Bonds
(Louisiana Tech University Parking/Innovative Student Facilities, Inc. Project)
Series 2023

TABLE OF CONTENTS

		Page
Section 1.	Definitions	3
Section 2.	Agreement to Lease; Term of Facilities Lease	13
Section 3.	Acknowledgments, Representations and Covenants of the Board.....	14
Section 4.	Representations and Covenants of the Corporation.....	15
Section 5.	Waiver and Disclaimer of Warranties.....	16
Section 6.	Rental	17
Section 7.	Operation, Alterations, Maintenance, Repair, Replacement, and Security Service.....	20
Section 8.	Utilities.....	20
Section 9.	Insurance	21
Section 10.	Condemnation, Casualty and Other Damage	23
Section 11.	Application of Insurance Proceeds: Condemnation Award	23
Section 12.	Encumbrances	24
Section 13.	Assignment and Sublease	25
Section 14.	Additions and Improvements	25
Section 15.	Right of Entry.	25
Section 16.	Mortgage Prohibition.....	26
Section 17.	Sale of Facilities; Attornment; and Conveyance and Transfer of the Corporation's Interest	26
Section 18.	Quiet Enjoyment	26
Section 19.	Environmental Compliance and Indemnity	26
Section 20.	The Corporation's and the Bond Insurer's Reservation of Rights.....	27
Section 21.	Default by the Board.....	28
Section 22.	Cumulative Remedies	29
Section 23.	Option to Purchase.....	30
Section 24.	Severability	32
Section 25.	Redemption of Bonds	32
Section 26.	Additional Debt.....	32
Section 27.	Execution	34
Section 28.	Law Governing	34
Section 29.	Approval of Budget	34
Section 30.	Exculpatory Provision.....	34
Section 31.	Amendments	35
Section 32.	Recording.....	35
Section 33.	No Construction Against Drafting Party.....	35
Section 34.	Time of the Essence	35
Section 35.	No Waiver.....	35
Section 36.	Survival.....	36
Section 37.	Estoppel Certificates	36
Section 38.	Waiver of Jury Trial.....	36
Section 39.	Written Amendment Required.....	36
Section 40.	Entire Agreement.....	36
Section 41.	Signs	36
Section 42.	Litigation Expenses.....	36
Section 43.	Brokers.....	37
Section 44.	No Easements for Air or Light.....	37
Section 45.	Binding Effect.....	37
Section 46.	Rules of Interpretation	37

Section 47.	Relationship of Parties	37
Section 48.	Law Between the Parties.....	37
Section 49.	Essentially	38
Section 50.	Notices	38
Section 51.	Conflict	38
Section 52.	No Merger.....	38
Section 53.	Lease to Constitute a Contract.....	39
Section 54.	Bond Insurance Provisions.	39

EXHIBITS

EXHIBIT A	FACILITIES DESCRIPTION
EXHIBIT B	MEMORANDUM OF FACILITIES LEASE

FOURTH SUPPLEMENTAL
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

This FOURTH SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE (together with any amendment hereto or supplement hereof, the “*Fourth Supplemental Facilities Lease*”), dated as of ____ 1, 2023 is entered into by and between INNOVATIVE STUDENT FACILITIES, INC., a Louisiana nonprofit corporation represented herein by its Chairman, Chris Barr (the “*Corporation*”) and 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, represented herein by its duly authorized Board Representative, Dr. Leslie K. Guice (the “*Board*”), acting herein on behalf of Louisiana Tech University (the “*University*”) and supplements and amends that certain Amended and Restated Agreement to Lease with Option to Purchase dated as of August 1, 2016 (the “*Original Facilities Lease*”), as supplemented and amended by that certain First Supplemental Agreement to Lease with Option to Purchase dated as of January 1, 2017 (the “*First Supplemental Facilities Lease*”), as further supplemented and amended by that certain Second Supplemental Agreement to Lease with Option to Purchase dated as of July 1, 2019 (the “*Second Supplemental Facilities Lease*”), as further supplemented and amended by that certain Third Supplemental Agreement to Lease with Option to Purchase dated as of May 1, 2020 (the “*Third Supplemental Facilities Lease*” and, together with the Original Facilities Lease, the First Supplemental Facilities Lease, the Second Supplemental Facilities Lease and this Fourth Supplemental Facilities Lease, the “*Facilities Lease*”) each by and between the Corporation and the Board.

WITNESSETH:

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

WHEREAS, the Board owns, or has under its supervision and management, the ground on which the University’s proposed parking facility is to be located;

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

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a non-profit corporation, such as the Corporation, any portion of the campus or other immovable property under the supervision and management of the Board;

WHEREAS, in order to further these functions of the Board, by development of additional parking for students, faculty and staff on the Campus, the Board has deemed it advisable that a portion of the Campus be leased to the Corporation the purpose of constructing a new parking facility for students, faculty and staff and leasing such facilities back to the Board;

WHEREAS, pursuant to an Amended and Restated Ground and Buildings Lease dated as of August 1, 2016 (the “*Original Ground Lease*”), as supplemented by that certain First Supplemental Ground and Buildings Lease Agreement dated January 1, 2017 (the “*First Supplemental Ground Lease*”), as further supplemented and amended by that certain Second Supplemental Ground and Buildings Lease Agreement dated July 1, 2019 (the “*Second Supplemental Ground Lease*”), as further supplemented and amended by that certain Third Supplemental Ground and Buildings Lease Agreement (the “*Third Supplemental Ground*

Lease”) the Board leased certain property to the Corporation and the Corporation agreed to construct certain student housing and parking related improvements, which improvements were leased back to the Board by virtue of the Original Facilities Lease, as amended by the First Supplemental Facilities Lease, as further supplemented and amended by the Second Supplemental Facilities Lease and the Third Supplemental Facilities Lease each between the Corporation and the Board;

WHEREAS, pursuant to an Amended and Restated Trust Indenture dated as of August 1, 2016 (the “*Original Indenture*”), between the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Issuer*” or the “*Authority*”) and the Argent Trust Company (the “*Trustee*”), the Issuer issued its \$36,695,000 Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016A (the “*Series 2016A Bonds*”) and its \$4,000,000 Taxable Subordinate Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016B (the “*Series 2016B Bonds*”) and, together with the Series 2016A Bonds, the “*Series 2016 Bonds*”) to fund a loan to the Corporation pursuant to an Amended and Restated Loan and Assignment Agreement dated as of August 1, 2016 between the Authority and the Corporation (the “*Original Agreement*”) for the purpose of financing the Series 2016 Facilities (as defined in the Original Agreement);

WHEREAS, pursuant to a First Supplemental Trust Indenture dated as of May 1, 2020 (the “*First Supplemental Indenture*”), between the Authority and the Trustee, the Issuer issued its \$49,145,000 Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2020) the “*Series 2020 Bonds*”) to fund a loan to the Corporation pursuant to an First Supplemental Loan and Assignment Agreement dated as of May 1, 2020 between the Authority and the Corporation (the “*First Supplemental Agreement*”) for the purpose of financing the Series 2020 Facilities;

WHEREAS, the Board and the Corporation have agreed to enter into a Fourth Supplemental Ground and Buildings Lease Agreement dated of even date herewith (the “*Fourth Supplemental Ground Lease*”) whereby the Board will lease the Series 2023 Property (as defined therein) to the Corporation;

WHEREAS, in order to further the functions of the Board, the Corporation shall cause the financing of the development, design, renovation, construction and equipping of a new parking facility for students, faculty and staff (the “*Series 2023 Facilities*”), including all furnishings, fixtures and equipment relating thereto for the University on the immovable property described on Exhibit A attached hereto (the “*Series 2023 Property*”) and owned by, or under the supervision and management of the Board in the City of Ruston, Lincoln Parish, Louisiana;

WHEREAS, the Corporation and the Board have agreed that the Corporation, for the benefit of the Board, shall develop and construct or cause to be developed and constructed the Series 2023 Facilities in accordance with the Contract (as defined herein), and will lease the Series 2023 Facilities back to the Board;

WHEREAS, pursuant to a Second Supplemental Trust Indenture between the Issuer and the Trustee (the “*Second Supplemental Indenture*” and, together with the Original Indenture and the First Supplemental Indenture, the “*Indenture*”) the Issuer has authorized the issuance of its \$_____ Revenue Bonds (Louisiana Tech University Parking/Innovative Student Facilities, Inc. Project) Series 2023 (the “*Series 2023 Bonds*”) to fund a loan to the Corporation pursuant to a Second Supplemental Loan and Assignment Agreement dated as of _____ 1, 2023 between the Issuer and the Corporation (the “*Second Supplemental Agreement*” and, together with the Original Agreement and First Supplemental Agreement, the “*Agreement*”) supplementing and amending the Original Agreement;

WHEREAS, in order to secure repayment of the Series 2023 Bonds the Corporation will assign to the Trustee the Corporation’s interest in the Series 2023 Facilities obtained under this Fourth Supplemental

Ground Lease pursuant to a Second Supplemental Assignment of Agreements and Documents by the Corporation in favor of the Trustee (the “*Second Supplemental Assignment*”) supplementing and amending that certain Amended and Restated Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated August 1, 2016 (the “*Original Assignment*”), as further supplemented and amended by that certain First Supplemental Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated May 1, 2020 (the “*First Supplemental Assignment*” and, collectively with the Original Assignment and the Second Supplemental Assignment, the “*Assignment*”);

WHEREAS, Section 31 of the Original Facilities Lease and Section 8.1(d) of the Original Agreement provide that, with the consent of the Build America Mutual Assurance Company (the “*Series 2020 Bond Insurer*”), the Original Facilities Lease may be amended or modified in any manner that conform the provisions of any supplements or amendments to the Section 10.1 of the Indenture; and

WHEREAS, the Corporation and the Board desire to supplement the Original Facilities Lease, as supplemented by the First Supplemental Facilities Lease, the Second Supplemental Facilities Lease and the Third Supplemental Facilities Lease in order to provide financing for the Series 2023 Facilities.

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

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

“*Accountant*” shall mean an independent, nationally recognized certified public accountant or nationally recognized firm of independent certified public accountants.

“*Additional Bonds*” shall mean, collectively, any Additional Senior Bonds or any Additional Subordinate Bonds.

“*Additional Senior Bonds*” shall mean bonds, if any, issued in one or more series on a parity with the Series 2013 Bonds pursuant to Article V of the Series 2013 Indenture, on a parity with the Series 2015 Bonds pursuant to Article 5 of the Series 2015 Indenture, on a parity with the Series 2016A Bonds pursuant to Article 5 of the Original Indenture, on a parity with the Series 2020 Bonds pursuant to Article 5 of the First Supplemental Indenture, or on a parity with the Series 2023 Bonds pursuant to Article 5 of the Second Supplemental Indenture.

“*Additional Subordinate Bonds*” shall mean bonds, if any, issued in one or more series on a parity with the Series 2020 Bonds pursuant to Section 26 of the Facilities Lease and Article 5 of the Indenture

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

“*Administrative Expenses*” shall mean the necessary, reasonable, and direct out-of-pocket expenses incurred by the Authority or the Trustee pursuant to the Indenture and the Agreement, as applicable, the compensation of the Trustee under the Indenture (including, but not limited to, any annual administrative fee charged by the Trustee), all amounts due and owing to the Bond Insurer and the Surety Provider, the compensation of the Authority, and the necessary, reasonable, and direct out-of-pocket expenses of the Trustee incurred by the Trustee, as applicable, in the performance of its duties under the Indenture.

“*Agreement*” shall mean the Original Agreement, as supplemented by the First Supplemental Agreement, as further supplemented and amended by the Second Supplemental Agreement, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Assignment*” shall mean the Original Assignment, as supplemented by the First Supplemental Assignment, as further supplemented and amended by the Second Supplemental Assignment, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Authority*” shall mean the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana created by the provisions of the Act (as defined in the Second Supplemental Indenture), or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Authority by said provisions shall be given by law.

“*Auxiliary Facilities*” shall mean the buildings, land, equipment and other properties under the control, operation or supervision of the University as the same may be modified from time to time as follows: (i) dormitories; (ii) apartments; (iii) food services; (iv) bookstore; (v) student center; (vi) recreational facilities and (vii) parking facilities; provided however, that the parking facilities shall only be considered Auxiliary Facilities as long as any Senior Bonds or any Subordinate Bonds are Outstanding.

“*Auxiliary Obligations*” shall mean any obligations (whether present or future, contingent or otherwise, as principal or surety or otherwise) (i) in respect of borrowed money, including without limitation, bonds, notes and similar obligations, or (ii) under a lease arrangement, installment sale agreement or other similar arrangement or agreement that is secured by or payable from Auxiliary Revenues.

“*Auxiliary Revenues*” shall mean funds of the University that include the gross amount of all fees levied on all students at the University and such other revenues, funds or income received from students or the public at large in connection with any undertaking, utilization or operation of Auxiliary Facilities, including operation or management thereof by private entities on behalf of the University and unallocated revenues therefrom, prior to the payment of Current Expenses. Auxiliary Revenues shall not include revenues generated from the Student Parking Fee funds appropriated to the Board or the University by the Legislature of the State from time to time.

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

“*Board*” shall mean the Board of Supervisors for the University of Louisiana System, or its legal successor as management board of the University, acting herein on behalf of the University and on its own behalf.

“*Board Documents*” shall mean the Ground Lease and the Facilities Lease.

“*Board Representative*” shall mean any one 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 Fourth Supplemental Facilities Lease or the Ground Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Vice President of Business and Finance or his or her designee, the President of the University, the Vice President of Finance and Administration of the University, or any other

representative designated by the resolution of the Board, of whom the Corporation has been notified in writing.

“*Bond Insurer*” means, the Series 2016A Bond Insurer, the Series 2020 Bond Insurer or the Series 2023 Bond Insurer, as applicable.

[“*Bonded Revenue Fund*” shall mean the fund established and held by the fiscal agent of the University into which Revenues are deposited and which serves as security for the Bonds.]

“*Bonds*” means, collectively, the Series 2016 Bonds, the Series 2020 Bonds, the Series 2023 Bonds and any Additional Bonds or Refunding Bonds issued pursuant to a supplemental indenture as authorized by the Indenture.

“*Bond Documents*” shall mean the Indenture, the Assignment, and the Agreement.

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

“*Business Day*” shall mean any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, or Ruston, Louisiana, are authorized or required not to be open for the transaction of commercial banking business, or (iv) a day on which the New York Stock Exchange or Federal Reserve is closed.

“*Casualty*” has the meaning set forth in Section 10 hereof.

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

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

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

“*Commencement Date*” shall mean the date on which the Series 2023 Bonds are delivered and payment therefor is received by the Authority.

“*Construction Team*” shall mean all construction professionals performing services under the Contract.

“*Contract*” shall mean that certain contract or those certain contracts between the Corporation and the Design Team and the Corporation and the Construction Team for the design and construction of the Series 2023 Facilities.

“*Corporation*” shall mean Innovative Student Facilities, Inc., a nonprofit corporation organized and existing under the laws of the State and an organization exempt from the payment of federal income tax under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, for the

benefit of the University and also includes every successor corporation and transferee of the Corporation until such time as payment or provision for the payment of all of the Series 2023 Bonds.

“*Current Expenses*” shall mean all necessary and reasonable expenses of maintaining and operating the Facilities, including all necessary current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incidental to the operation of the Facilities and the parking facilities of the University in general, including the cost of services, utilities and personnel and all allocated general administrative expenses of the Board and any fee or charge imposed by the Board on the Facilities in connection with the issuance of Bonds, but shall exclude depreciation, Costs of Issuance and deposits to the Maintenance Reserve Fund.

“*Date of Opening*” shall mean the date the Series 2023 Facilities that are financed by the Series 2023 Bonds are occupied or available for use by students of the University.

“*Debt Service Coverage Ratio*” shall mean for the period in question, while any Series 2013 Bonds are Outstanding, the ratio determined by the Vice President for Finance and Administration of the University by dividing the funds received by the University as Auxiliary Revenues, including the revenues of the Facilities, less the cost of sales and Auxiliary Facilities operating and administrative expenses, for such period by the maximum annual debt service and payments on all Auxiliary Obligations outstanding. For purpose of the calculation of the Debt Service Coverage Ratio insurance proceeds (other than business interruption insurance) and condemnation proceeds shall not be deemed to be Auxiliary Revenues. For purposes of the calculations required by Section 26 hereof, any Policy Costs due and owing the Surety Provider shall be added to the maximum annual debt service and payments on all Auxiliary Obligations outstanding.

“*Debt Service Coverage Ratio for the Senior Bonds*” shall mean for the period in question, while any Senior Bonds are Outstanding, the ratio determined by the Vice President for Finance and Administration of the University by dividing the funds received by the University as Auxiliary Revenues, including the revenues of the Facilities, less the cost of sales and Auxiliary Facilities operating and administrative expenses, for such period by the maximum annual debt service and payments on all Senior Bonds outstanding. For purpose of the calculation of the Debt Service Coverage Ratio for the Senior Bonds, insurance proceeds (other than business interruption insurance) and condemnation proceeds shall not be deemed to be Auxiliary Revenues. For purposes of the calculations required by Section 26 hereof, any Policy Costs due and owing the Surety Provider shall be added to the maximum annual debt service and payments on all Senior Bonds outstanding.

“*Debt Service Coverage Ratio for the Subordinate Bonds*” shall mean for the period in question, while any Subordinate Bonds are Outstanding, the ratio determined by the Vice President for Finance and Administration of the University by dividing the funds received by the University as Auxiliary Revenues, including the revenues of the Facilities, less the cost of sales and Auxiliary Facilities operating and administrative expenses, for such period by the maximum annual debt service and payments on all Senior Bonds and Subordinate Bonds outstanding. For purpose of the calculation of the Debt Service Coverage Ratio for the Subordinate Bonds, insurance proceeds (other than business interruption insurance) and condemnation proceeds shall not be deemed to be Auxiliary Revenues. For purposes of the calculations required by Section 26 hereof, any Policy Costs due and owing the Surety Provider shall be added to the maximum annual debt service and payments on all Senior Bonds and Subordinate Bonds outstanding.

“*Debt Service Fund*” shall mean the Debt Service Fund created by Section 4.1 of the Indenture.

“*Debt Service Requirements*” shall mean for any particular Fiscal Year an amount equal to the sum of (a) all interest payable during such Fiscal Year on all Outstanding Bonds, plus (b) the Principal

Installment of Outstanding Bonds falling due during such Fiscal Year. Such interest and Principal Installments for the Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof.

“*Default or Delay Rental*” shall mean and shall consist of: (i) all amounts, fees, or expenses that the Corporation may be legally obligated to pay to Other Parties by reason of any default of the Board hereunder or any delay in payment of any sums due by the Board hereunder; and (ii) all costs, expenses, and charges, including reasonable counsel fees, incurred by the Corporation whether by suit or otherwise, in collecting sums payable hereunder or in enforcing any covenant or agreement of the Board contained in this Fourth Supplemental Facilities Lease or incurred in obtaining possession of the Series 2023 Facilities after default by the Board that shall be due not later than thirty (30) days from notification that such Default or Delay Rentals are owed.

“*Defeasance Obligations*” has the meaning given that term in the Second Supplemental Indenture.

“*Design Team*” shall mean all design professionals performing services under the Contract.

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

“*Environmental Requirements*” shall mean all State, federal, local, municipal, parish, and regional environmental laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, and guidance documents; all legislative, judicial, and administrative environmental judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements relating to environmental matters, whether in effect on, prior to or after the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid, or solid waste, hazardous waste, hazardous or toxic substances or chemicals, pollutants, petroleum, petroleum wastes, petroleum-based materials, asbestos, radioactive materials, polychlorinated biphenyls (“PCBs”), pesticides, biohazards or other materials that are potentially harmful to humans or the environment or the release of which could trigger any reporting or remediation obligations and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §7401); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §3007); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C. 33:III.2595) including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

“*Event of Default*” shall mean any default specified in and defined as such by Section 20 hereof.

“*Expiration Date*” shall mean the earlier of [October 1, 20__] or the date that all amounts owed under the Indenture have been paid.

“*Expropriation*” has the meaning set forth in Section 10 hereof.

“*Extraordinary Rental*” shall mean the amounts specified as such in Section 6(j) of this Fourth Supplemental Facilities Lease.

“*Facilities*” shall mean the Series 2016 Facilities, the Series 2020 Facilities and the Series 2023 Facilities.

“*Facilities Lease*” shall mean the Original Facilities Lease, as supplemented by the First Supplemental Facilities Lease, as further supplemented and amended by the Second Supplemental Facilities Lease, as further supplemented and amended by the Third Supplemental Facilities Lease, as further supplemented and amended by this Fourth Supplemental Facilities Lease, as the same may be further supplemented and amended.

“*First Supplemental Agreement*” shall mean that certain First Supplemental Loan and Assignment Agreement dated as of May 1, 2020 between the Authority and the Corporation.

“*First Supplemental Assignment*” shall mean the First Supplemental Assignment of Agreements and Documents by the Corporation in favor of the Trustee date May 1, 2020.

“*First Supplemental Facilities Lease*” shall mean that certain First Supplement to Amended and Restated Agreement to Lease with Option to Purchase dated as of January 1, 2017 between the Corporation and the Board.

“*First Supplemental Ground Lease*” shall mean that certain First Supplement to Amended and Restated Ground and Buildings Lease Agreement dated as of January 1, 2017 between the Board and the Corporation.

“*First Supplemental Indenture*” shall mean that certain First Supplemental Trust Indenture, supplementing and amending the Original Indenture.

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

“*Fourth Supplemental Facilities Lease*” shall mean this Fourth Supplemental Agreement to Lease with Option to Purchase dated as of _____ 1, 2023 by and between the Board, as Lessee, and the Corporation, as Lessor including all exhibits attached hereto.

“*Governmental Authority*” shall mean 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.

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

“*Ground Lease*” shall mean the Original Facilities Lease, as supplemented and amended by the First Supplemental Ground Lease, as further supplemented and amended by the Second Supplemental Ground Lease, as further supplemented and amended by the Third Supplemental Ground Lease, as further supplemented and amended by the Fourth Supplemental Ground Lease, as the same may be further supplemented and amended.

“*Hazardous Substance*” shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any case of the Environmental Requirements, and includes, without limitation, asbestos, petroleum, or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, pesticides, urea formaldehyde, radon gas, radioactive matter, and medical waste and any other substance or waste that is potentially harmful to human health, natural resources, or the environment or the presence of which in the environment could trigger a remediation obligation or other liability under Environmental Requirements or any constituent of the foregoing.

“*Indenture*” shall mean the Original Indenture, as supplemented and amended by the First Supplemental Indenture, as supplemented and amended by the Second Supplemental Indenture, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Interest Payment Date*” or “*interest payment date*” when used with respect to the Bonds, shall mean each [April 1] and [October 1], commencing [October 1, 2023].

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

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

“*Maintenance Reserve Fund*” shall mean the fund of that name established pursuant to Section 4.1 of the Second Supplemental Indenture.

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

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

“*Original Agreement*” shall mean the Amended and Restated Loan and Assignment Agreement dated as of August 1, 2016, between the Corporation and the Authority.

“*Original Assignment*” shall mean the Amended and Restated Assignment of Agreements and Documents by the Corporation in favor of the Trustee dated as of August 1, 2016.

“*Original Facilities Lease*” shall mean the Amended and Restated Agreement to Lease with Option to Purchase dated as of August 1, 2016 between the Corporation and the Board.

“*Original Ground Lease*” shall mean the Amended and Restated Ground and Buildings Lease Agreement dated as of August 1, 2016 between the Board and the Corporation.

“*Original Indenture*” shall mean the Amended and Restated Trust Indenture dated as of August 1, 2016 between Issuer and the Trustee.

“*ORM*” has the meaning set forth in Section 9(b) hereof.

“*Other Parties*” shall mean a Person other than the Parties.

“*Outstanding*” or “*outstanding*” when used with reference to Bonds, shall mean all Bonds that have been authenticated and issued under the Indenture except:

- (a) Bonds canceled by the Trustee pursuant to the Indenture;
- (b) Bonds for the payment of which moneys or Defeasance Obligations shall be held in trust for their payment by the Trustee as provided in the defeasance provisions of the Indenture;
- (c) Bonds that have been duly called for redemption and for which the redemption price thereof is held in trust by the Trustee as provided in the Indenture;
- (d) Bonds in exchange for which other Bonds shall have been authenticated and delivered by the Trustee as provided in the Indenture; and
- (e) for all purposes regarding consents and approvals or directions of Bondholders under the Agreement or the Indenture, Bonds held by or for the Authority, the Corporation or any person controlling, controlled by or under common control with either of them.

“*Parties*” shall mean, collectively, the Corporation and the Board.

“*Permitted Sublessees*” shall mean Persons who lease, license or otherwise use any portion of the Facilities in connection with their trade or business and as to which the Board has received the written approval of the Bond Insurer and an opinion of Bond Counsel that such lease, license or other use will not cause interest on the Series 2023 Bonds to be included in the gross income of the owners of the Series 2023 Bonds for federal income tax purposes. Persons who lease the Facilities in accordance with their Permitted Use shall automatically be “*Permitted Sublessees*”.

“*Permitted Use*” shall mean the operation of the Facilities as student housing facilities and parking for the University.

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

“*Principal Installment*” shall mean, for any Fiscal Year, as of any date of calculation, the principal amount of Outstanding Bonds coming due in that Fiscal Year.

“*Principal Payment Date*” or “*principal payment date*,” when used with respect to the Series 2023 Bonds, means each [**October 1**], commencing [**October 1, 2023**].

“*Project Fund*” shall mean the Project Fund created by Section 4.1 of the Second Supplemental Indenture.

“*Property*” shall mean the Series 2016 Property, the Series 2020 Property and the Series 2023 Property.

“*Purchase Price*” shall have the meaning set forth in Section 23(e) hereof.

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

“*Rental*” shall mean and includes the Base Rental, the Extraordinary Rental and the Additional Rental.

“*Revenues*” shall mean all revenues from the operation, ownership and leasing of the Facilities and the Property, including without limitation, all collected rents and other charges for the use or occupancy of the Facilities, parking charges and revenues, utility charges, vending machine and laundry machine revenues obtained from the operation of the Facilities, condemnation awards and insurance proceeds, including, without limitation, rental or business interruption insurance proceeds and all rights to receive the same, whether in the form of accounts, general intangibles or other rights, whether now existing or owned or hereafter coming into existence or acquired, if any, and investment earnings thereon; all issues, receipts and profits accruing and to accrue and due and to become due and payable and to be payable pursuant to this Fourth Supplemental Facilities Lease, excluding tenants’ Security Deposit unless and until applied in satisfaction of tenants’ obligations.

“*Security Deposits*” shall mean the amount of money collected by the Board from the tenants of the Facilities to pay for repairs pursuant to the applicable tenant/student lease.

“*Second Supplemental Agreement*” shall mean the Second Supplemental Loan and Assignment Agreement dated as of ____ 1, 2023 between the Corporation and the Authority.

“*Second Supplemental Assignment*” shall mean the Second Supplemental Assignment of Agreements and Documents by the Corporation in favor of the Trustee.

“*Second Supplemental Facilities Lease*” shall mean that certain Second Supplemental Agreement to Lease with Option to Purchase dated as of July 1, 2019 by and between the Board, as Lessee, and the Corporation, as Lessor.

“*Second Supplemental Ground Lease*” shall mean that certain Second Supplemental Ground and Buildings Lease Agreement dated as of July 1, 2019 between the Board and the Corporation including the exhibits attached thereto.

“*Senior Bonds*” shall mean, collectively, the Series 2013 Bonds, the Series 2015 Bonds, the Series 2016A Bonds, the Series 2020 Bonds, the Series 2023 and any Additional Senior Bonds.

“*Series 2013 Bonds*” shall mean the \$19,065,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc.) Series 2013.

“*Series 2013 Indenture*” shall mean that certain Trust Indenture dated as of July 1, 2003, as supplemented and amended by that certain First Supplemental Trust Indenture dated as of June 1, 2013 each by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, as the same may be further supplemented or amended from time to time.

“*Series 2015 Bonds*” shall mean the \$43,020,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (Louisiana Tech University Student Housing and Recreational Facilities/Innovative Student Facilities Inc. Project) Series 2015.

“*Series 2015 Indenture*” shall mean that certain Trust Indenture dated as of September 1, 2007 by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented and amended by that certain First Supplemental Trust Indenture dated as of December 1, 2015, by and between the Authority and Argent Trust Company, as trustee, as the same may be further supplemented or amended from time to time.

“*Series 2016 Bonds*” shall mean, collectively, the Series 2016A Bonds and the Series 2016B Bonds.

“*Series 2016A Bonds*” shall mean the \$36,695,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016A.

“*Series 2016A Bond Insurer*” means Assured Guaranty Municipal Corp., or any successor thereto or assignee thereof, as bond insurer for the Series 2016A Bonds.

“*Series 2016B Bonds*” shall mean the \$4,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Taxable Subordinate Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016B.

“*Series 2020 Bond Insurer*” or “*BAM*” means Build American Mutual Assurance Company, or any successor thereto or assignee thereof, as bond insurer for the Series 2020 Bonds.

“*Series 2020 Bonds*” shall mean the \$49,145,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2020.

“*Series 2020 Facilities*” shall mean the facilities described in Exhibit A to the First Supplemental Agreement and the Second Supplemental Facilities Lease, as amended and supplemented in accordance therewith, that are to be designed, constructed and equipped with the proceeds of the Series 2020 Bonds, including all furnishings, fixtures and equipment incidental or necessary in connection therewith on the campus of the University.

“*Series 2020 Property*” shall mean the immovable property more particularly described on Exhibit A attached to that certain Third Supplemental Ground Lease, and all improvements now or thereafter located thereon, including the Series 2020 Facilities.

“*Series 2023 Bonds*” shall mean the \$_____ Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Louisiana Tech University Parking/Innovative Student Facilities, Inc. Project) Series 2023.

“*Series 2023 Bond Insurer*” shall mean _____, or any successor thereto or assignee thereof, as bond insurer for the Series 2023 Bonds.

“*Series 2023 Facilities*” shall mean the facilities described in Exhibit A to the Second Supplemental Agreement, Fourth Supplemental Facilities Lease, as amended and supplemented in accordance therewith, that are to be designed, constructed and equipped with the proceeds of the Series 2023 Bonds, including all

furnishings, fixtures and equipment incidental or necessary in connection therewith on the campus of the University.

“*Series 2023 Facilities Revenues*” shall mean Auxiliary Revenues and the revenues derived from the Student Parking Fee.

“*Series 2023 Property*” shall mean the immovable property more particularly described on Exhibit A attached to this Fourth Supplemental Ground Lease, and all improvements now or thereafter located thereon, including the Series 2023 Facilities as they are constructed and located thereon, together with all other rights and interests leased pursuant to Section 1.1 hereof.

“*State*” shall mean the State of Louisiana.

“*Student Parking Fee*” shall mean the revenues collected from a quarterly student assessed parking fee in the amount of \$20 per full-time student per quarter, beginning with the Fall 2023 quarter.

“*Subordinate Bonds*” shall mean, collectively, the Series 2016B Bonds and any Additional Subordinate Bonds.

“*Subordinate Debt*” shall mean any indebtedness that is secured by the Auxiliary Revenues on a basis that is junior and subordinate to the pledge of the Auxiliary Revenues to the payment obligations relating to the Senior Bonds.

“*Term*” shall mean the term of this Third Supplemental Facilities Lease, as provided in Section 2 hereof.

“*Third Supplemental Facilities Lease*” shall mean that certain Third Supplemental Agreement to Lease with Option to Purchase dated as of May 1, 2020 by and between the Board, as Lessee, and the Corporation, as Lessor.

“*Third Supplemental Ground Lease*” shall mean that certain Third Supplemental Ground and Buildings Lease Agreement dated as of May 1, 2020 between the Board and the Corporation including the exhibits attached thereto.

“*Trustee*” shall mean the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the First Supplemental Indenture which may be designated (originally or as a successor) as Trustee for the Series 2023 Bonds issued and secured under the terms of the Second Supplemental Indenture, initially Argent Trust Company, Ruston, Louisiana.

“*University*” shall mean Louisiana Tech University.

“*University Representative*” shall mean the Vice President for Student Affairs of Louisiana Tech University.

“*Utility Service*” shall have the meaning set forth in Section 8 hereof.

“*Work*” shall have the meaning set forth in Section 12(a) hereof.

Section 2. Agreement to Lease; Term of Facilities Lease. The Corporation hereby leases the Series 2023 Facilities to the Board and the Board hereby leases the Series 2023 Facilities from the Corporation effective as of the Commencement Date of this Fourth Supplemental Facilities Lease, and the

Board agrees upon completion of construction of the Series 2023 Facilities to accept possession of the Series 2023 Facilities, as constructed and agrees to pay the Base Rental, the Extraordinary Rental and the Additional Rental as provided herein for the use and occupancy of the Series 2023 Facilities, all on the terms and conditions set forth herein. The Board agrees that it will take immediate possession of the Series 2023 Facilities, as constructed under the terms and provisions of the Fourth Supplemental Ground Lease upon the Date of Opening. The Board understands and agrees that Rental shall accrue from the Commencement Date hereof in consideration of the mutual covenants and agreements entered by the Parties under the Fourth Supplemental Ground Lease and the Second Supplemental Agreement, notwithstanding the fact that the Series 2023 Facilities have yet to be constructed or renovated. No delay in the Date of Opening of the Series 2023 Facilities beyond the time set forth in the Fourth Supplemental Ground Lease will extend the Term. The Term of this Fourth Supplemental Facilities Lease begins on the Commencement Date and ends on the Expiration Date; but this Fourth Supplemental Facilities Lease is automatically renewable for an additional term of up to five (5) years in the event that on the Expiration Date there is outstanding any unpaid principal and premium, if any, or interest on the Series 2023 Bonds, or any amount due and owing to the Bond Insurer or the Surety Provider, provided, however, this Fourth Supplemental Facilities Lease shall terminate prior to the Expiration Date upon the happening of any of the following events:

(a) repayment of the Series 2023 Bonds in full, including principal, premium, if any, interest and all Administrative Expenses with respect to the Series 2023 Bonds as set forth in the Second Supplemental Indenture and the discharge of the lien and security interest of the Second Supplemental Indenture pursuant to the terms of the Second Supplemental Indenture;

(b) the exercise by the Board of the Option to Purchase and the purchase of the Corporation's interest in the Series 2023 Facilities pursuant to the Option; or

(c) the Bond Insurer or the Corporation's exercise of its option to terminate upon the happening of any event described in this Fourth Supplemental Facilities Lease with respect to which the Corporation has such option, including without limitation a Default by the Board, as set forth in Section 21 hereof.

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

(a) The Board has full power and authority to enter into the Board Documents and the transactions contemplated thereby and agrees to perform all of its obligations under the Board Documents;

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

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

required of the Board for the consummation of the transactions contemplated hereby have been obtained or timely will be obtained;

(d) Other than that which was previously disclosed to the Corporation, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body pending or threatened against or affecting the Board, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated hereunder or that in any way would adversely affect the validity or enforceability of the Board Documents;

(e) The Board will not take or permit to be taken any action that would have the effect, directly or indirectly, of causing interest on any of the Series 2023 Bonds to be included in gross income for federal income tax purposes;

(f) The Board agrees to cause the Series 2023 Facilities to be used for the Permitted Use and shall not allow the Series 2023 Facilities to be used for any other use. No more than five percent (5%) of the gross area of the Series 2023 Facilities will be subleased by the Board or by any Permitted Sublessee or assigns of the Board to, or otherwise used by, private business and the Board agrees to take all action, to the extent it is legally authorized and able to do so, necessary to prevent the Series 2023 Bonds from being deemed "private activity bonds" within the meaning of Section 141 of the Code;

(g) The use of the Series 2023 Facilities is essential to the operation of the University by providing modern housing facilities for students of the University. The Board presently intends to make all payments for use of the Series 2023 Facilities. There are no alternative facilities available for use as contemplated for the Series 2023 Facilities;

(h) The Board, on behalf of the University, hereby authorizes its fiscal agent bank to make transfers from the Bonded Revenue Fund in accordance with the Indenture and the Agreement.

(i) The Board covenants and agrees that, so long as any bonds, notes or lease obligations remain outstanding that are payable from the Series 2023 Facilities Revenues (including, without limitation, its obligations under this Fourth Supplemental Facilities Lease), it will continue to require that the University establish and maintain such fees, rentals, rates and charges relative to the Auxiliary Facilities, including, without limitation, the Series 2023 Facilities, and revise or cause to be revised the same, as necessary, as will be necessary to produce and assure for each Fiscal Year, a Debt Service Coverage Ratio for the Senior Bonds of at least 1.10:1.00 and a Debt Service Coverage Ratio for the Subordinate Bonds of at least 1.00:1.00. For purposes of the foregoing, when establishing such fees, rentals, rates and charges and calculating the Debt Service Coverage Ratio for the Senior Bonds for this Section, the Board shall take into account payments required to be made into the Debt Service Reserve Fund. The Board further covenants that it will seek any required legislative approval necessary in order to comply with the provisions of the Ground Lease, and the Facilities Lease;

(j) The Board covenants to make the Rental payments, unless excluded from the Budget by the Board as described in Section 6(f) hereof, before any other payments are made from the Bonded Revenue Fund; and

(k) The Board covenants and agrees that, so long as any Bonds or obligations under this Fourth Supplemental Facilities Lease remain outstanding, it will continue to maintain the Bonded Revenue Fund.

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

(a) The Corporation has been validly created under the Louisiana Nonprofit Corporation Law, is currently in good standing under the laws of the State, has the power to enter into the transactions contemplated by, and to carry out its obligations under the Board Documents and Bond Documents. The Corporation is not in breach of or in default under any of the provisions contained in any contract, instrument or agreement to which it is a party or in any other instrument by which it is bound. By proper action of its Board of Directors, the Corporation has been duly authorized to execute and deliver the Board Documents and the Agreement;

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

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

(d) The Corporation will not take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on any of the Series 2023 Bonds to be included in gross income for federal income tax purposes.

Section 5. Waiver and Disclaimer of Warranties.

(a) The Board acknowledges that the Corporation has not made any representations or warranties as to the suitability or fitness of the Series 2023 Facilities for the needs and purposes of the Board or for any other purpose. The Board further declares and acknowledges that the Corporation in connection with this Fourth Supplemental Facilities Lease, does not warrant that the Series 2023 Facilities will be upon completion of construction free from redhibitory or latent defects or vices and releases the Corporation of any liability for redhibitory or latent defects or vices under Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Articles 2696 and 2697. The Board declares and acknowledges that it does hereby waive the warranty of fitness for intended purposes and guarantee against hidden or latent redhibitory defects and vices under Louisiana law, including Louisiana Civil Code Articles 2520 through 2548 and Louisiana Civil Code Articles 2696 and 2697, and the warranty imposed by Louisiana Civil Code Articles 2475, 2696, 2697 and 2700, and waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, et seq. The Board further declares and acknowledges that this waiver has been brought to the attention of the Board and explained in detail and that the Board has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibitory defects and vices for the Series 2023 Facilities. The Corporation disclaims and the Board waives any warranties and representations with respect to compliance with Governmental Regulations, including Environmental Requirements, or the disposal of, or existence in, on, under, or about the Series 2023 Facilities of any Hazardous Substance. The Board acknowledges that the Corporation reserves in this Fourth Supplemental Facilities Lease all rights to recover from the Board all costs and expenses imposed on the Corporation to bring the Series 2023 Facilities into compliance with any Environmental Requirement, and all costs of Remediation or cleanup of such Hazardous Substance imposed on the Corporation or the Board, which

shall be payable by the Board as Additional Rental hereunder to the extent imposed upon the Corporation. The Board affirmatively reserves its rights against all parties except the Corporation in this regard.

Section 6. Rental.

(a) The Board, for and in consideration of the Corporation entering into the Fourth Supplemental Ground Lease, constructing the Series 2023 Facilities in accordance with the Fourth Supplemental Ground Lease and subleasing the Series 2023 Facilities to the Board pursuant to the terms hereof, hereby covenants and agrees to pay the Base Rental, Extraordinary Rental and Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the total of the rental payable under this Fourth Supplemental Facilities Lease. The obligation of the Board to make Base Rental, Extraordinary Rental and Additional Rental payments shall commence on the Commencement Date and shall not be subject to abatement, set-off, or reduction as a result of a failure by the Corporation to complete construction of the Facilities on a timely basis.

(b) Payments of Base Rental shall be due on the dates and in the amounts and in the priority as hereinafter provided:

(i) Semiannually, on or before each [**March 15**] and [**September 15**] during the term of this Fourth Supplemental Facilities Lease, commencing [**March 15, 2024**], in an amount equal to the sum of the principal of, premium, if any, and interest due and payable on the Series 2023 Bonds on the following [**April 1**] or [**October 1**], as the case may be;

(ii) Beginning on the last day of the calendar month following any drawing on the Debt Service Reserve Fund Surety Policy, in twelve (12) equal monthly installments due on the last day of each calendar month an amount necessary to repay the Surety Provider any draws under the Debt Service Reserve Fund Surety Policy plus any other Policy Costs in accordance with the Second Supplemental Indenture;

(iii) Prior to the dates required in the Second Supplemental Indenture, into the Maintenance Reserve Fund an amount sufficient to meet the requirements of the Second Supplemental Indenture; and

(iv) If necessary, the amount required to pay for the construction and initial furnishings and equipment of the Series 2023 Facilities.

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

(i) all taxes, assessments, and impositions against the Series 2023 Facilities or the Property, including without limitation *ad valorem* taxes attributed to the Corporation on behalf of the Board or to the Board (and any tax levied in whole or in part in lieu of or in addition to *ad valorem* taxes);

(ii) any costs incurred by the Corporation, if any, in maintaining the Series 2023 Facilities for the Board and making any alterations, restorations, and replacements to the Series 2023 Facilities;

(iii) insurance premiums and other charges for insurance obtained with respect to the Series 2023 Facilities including insurance premiums, if any, on all insurance required under the provisions of Section 9 of this Fourth Supplemental Facilities Lease;

(iv) any Default or Delay Rentals;

(v) all costs incurred by the Corporation in connection with its performance of its obligations relating to the Series 2023 Facilities and/or the Property under the Fourth Supplemental Ground Lease;

(vi) all Administrative Expenses owed to the Authority, the Bond Insurer, and the Trustee;

(vii) Litigation Expenses, if any, incurred pursuant to Section 42 hereof;

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

(ix) all costs sustained or incurred by the Corporation resulting from any and all Encumbrances, demands, or liabilities arising on account of the Work;

(x) any and all professional fees and expenses incurred by the Corporation, including legal fees;

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

(xii) if necessary, that portion of the completion costs of the Series 2023 Facilities that may be in excess of the money available in the Project Fund (as defined in the Second Supplemental Indenture); and

(xiii) any amounts required to be deposited to the Rebate Fund.

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

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

(i) Accrued interest derived from the sale of the Series 2023 Bonds;

(ii) Capitalized interest; and

(iii) Surplus moneys (including investment earnings) contained in the Funds and Accounts held by the Trustee under the Second Supplemental Trust Indenture, including the Debt Service Fund.

(f) Notwithstanding any other provision of this Fourth Supplemental Facilities Lease, the Board shall make payments under this Fourth Supplemental Facilities Lease, including, without limitation, payments of Base Rental, from the Series 2023 Facilities Revenues and such Series 2023 Facilities Revenues are hereby pledged to make such payments and the payments under the Original Facilities Lease on a parity basis. The Vice President of Business and Finance of the Board shall cause the University to include in the Budget and, if necessary, any amendments to the Budget, an amount sufficient to make the payments of Base Rental and Additional Rental described herein and, if such Budget is approved by the Board, Rental payments shall be made hereunder on behalf of the University in accordance with the Budget. Absent express action by the Board not approving a budget item for Base Rental and Additional Rental payable hereunder, each Budget shall conclusively be deemed to include such amounts. The Board shall deposit all Series 2023 Facilities Revenues in the Bonded Revenue Fund and make transfers to the Trustee from the Bonded Revenue Fund in accordance with this Fourth Supplemental Facilities Lease and the Second Supplemental Indenture. Subject to the foregoing, the obligations of the Board to make payments pursuant to this Fourth Supplemental Facilities Lease, and to perform and observe the other agreements and covenants on its part contained herein, shall be absolute and unconditional and shall not be subject to any diminution, abatement, set-off, or counterclaim. Subject to the foregoing, until such time as the principal of, premium, if any, and interest on the Series 2023 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with this Fourth Supplemental Facilities Lease, the Board shall not suspend or discontinue payment of Rental or any other payments pursuant to this Fourth Supplemental Facilities Lease for any cause, and shall continue to perform and observe all of its agreements contained in this Fourth Supplemental Facilities Lease. The Corporation and the Board acknowledge and agree that the obligation of the Board to pay Rental shall constitute a current expense of the Board payable by the Board from funds budgeted and approved by the Board in accordance with law for and in consideration of the right to use the Series 2023 Facilities during the Term and that such obligation shall not in any manner be construed to be a debt of the Board in contravention of any constitutional or statutory limitations or requirements concerning indebtedness of the Board and nothing contained herein shall constitute a pledge, lien or encumbrance upon any specific tax or other revenues of the Board.

(g) The payments of Base Rental and Additional Rental under this Fourth Supplemental Facilities Lease for each Fiscal Year or portion thereof during the Term shall constitute the total Rental for such Fiscal Year or portion thereof and shall be paid by the Board for and in consideration of the construction by the Corporation of the Series 2023 Facilities and the right to the use and occupancy of the Series 2023 Facilities by the Board for and during such Fiscal Year or portion thereof.

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

(i) This Fourth Supplemental Facilities Lease is intended to be a triple net lease. The Board agrees that the Rental provided for herein shall be an absolute net return to the Corporation free and clear of any expenses, charges, taxes, or set-offs whatsoever of any kind, character, or nature; it being understood and agreed by the Board that the Board shall bear responsibility for the payment of all costs and expenses associated with the ownership, operation, and maintenance of the Series 2023 Facilities. Under no circumstances will the Corporation be required to make any payment on the Board's behalf or for the Board's benefit under this Fourth Supplemental Facilities Lease, or assume any monetary obligation of the Board under this Fourth Supplemental Facilities Lease, or with respect to the Series 2023 Facilities.

(j) In addition to the Rental payments required hereby, the Board reserves the right to make Extraordinary Rental payments to the Corporation to be deposited in the Project Fund held by the Trustee, from funds on hand or collected by the Board during the term of this Fourth Supplemental Facilities Lease in an aggregate amount not to exceed \$5,000,000.

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

(a) The Board and/or the University shall be responsible for procuring and maintaining or causing to be procured and maintained all services necessary or required in order to adequately operate the Series 2023 Facilities in accordance with the Permitted Use. The Board and/or the University shall continuously operate or cause to be operated the Series 2023 Facilities from the Date of Opening and continuing for the remainder of the Term for the Permitted Use and in accordance with all Governmental Regulations.

(b) The Board and/or the University shall be responsible for maintaining the Series 2023 Facilities and shall make or contract or cause to be made or contracted with a suitable contractor for the making of all alterations, repairs, restorations, and replacements to the Series 2023 Facilities, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler, and theft systems, air and water pollution control and waste disposal facilities, structural roof, walls, and foundations, fixtures, equipment, and appurtenances to the Series 2023 Facilities as and when needed to preserve them in good working order, condition, and repair (ordinary wear and tear excepted), regardless of whether such repairs, alterations, restorations, or replacements are ordinary or extraordinary, foreseeable or unforeseeable, or are at the fault of the Corporation or some Other Party. All alterations, repairs, restorations, or replacements shall be of a quality and class equal to or better than the quality and class presently located in the Series 2023 Facilities.

(c) The Board and/or the University shall have the right during the Term to cause the Corporation or some other party to make or construct any additions or improvements to the Series 2023 Facilities, alter the Series 2023 Facilities, attach fixtures, structures, or signs to or on the Series 2023 Facilities, and affix personal property to the Series 2023 Facilities without the Corporation's prior written consent to the extent allowed under the terms of any insurance covering the Series 2023 Facilities. All such alterations, improvements, additions, attachments, repairs, restorations, and replacements of all or any portion of the Series 2023 Facilities shall: (i) be at the sole cost and expense of the Board; (ii) not reduce the then fair market value of the Series 2023 Facilities; (iii) be constructed in a good and workmanlike manner; and (iv) be in compliance with all Governmental Regulations.

(d) The Board and/or the University shall provide or cause to be provided all security service, custodial service, janitorial service, trash disposal, maintenance of grounds, and all other services necessary for the proper upkeep and maintenance of the Series 2023 Facilities as required herein. The Board acknowledges that the Corporation has made no representation or warranty with respect to systems and/or procedures for the security of the Series 2023 Facilities, any persons occupying, using, or entering the Series 2023 Facilities, or any equipment, furnishings, or contents of the Series 2023 Facilities. It is the responsibility of the Board, through the University, to cause to be provided or to provide for the security of persons on or entering the Series 2023 Facilities and/or property located at the Series 2023 Facilities, in accordance with reasonable and prudent business practices.

Section 8. Utilities.

(a) All utilities which are used or consumed in or upon or in connection with the Series 2023 Facilities during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash

removal, light, cable, heat, telephone, power, computer data, and other utilities necessary for the operation of the Series 2023 Facilities (“*Utility Service*”) shall be the responsibility of the Board and/or the University. Payments for Utility Services provided to the entire Facilities under such contract or contracts therefor as the Board or the University may make shall be made by the Board or the University directly to the respective utility companies furnishing such Utility Services. The Corporation shall not be in Default under this Fourth Supplemental Facilities Lease or be liable to the Board or any other Person for direct or consequential damage, or otherwise, for any failure in supply of any Utility Service, heat, air conditioning, elevator service, cleaning service, lighting, security, or for surges or interruptions of electricity. Insurance.

(a) The Board shall cause to be secured and maintained, when the Series 2023 Bonds are issued, at the Board’s expense:

(i) A policy or policies of insurance covering the Series 2023 Facilities against loss or damage by fire, lightening, earthquake, collapse, vandalism and malicious mischief, flood and storm surge, and against such other perils as are included in so-called “extended coverage” and against such other insurable perils as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance will be not less than one hundred percent (100%) of the full replacement cost of the Series 2023 Facilities, without deduction for depreciation, but in no event will the amount of the insurance be at any time less than the full replacement cost of the Series 2023 Facilities, adjusted to comply with any applicable co-insurance provisions of any such insurance policy. If certain Facilities are damaged and the Board, through the Corporation, elects not to rebuild or replace, property coverage will revert to actual cash value of the particular facility.

(ii) A policy of comprehensive public liability insurance with respect to the Series 2023 Facilities and the operations related thereto, whether conducted on or off the Series 2023 Facilities, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance will specifically include, but will not be limited to, sprinkler leakage and water damage legal liability each with respect to property of third parties.

(iii) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed on the Series 2023 Facilities, in an amount not less than \$15,000,000 with deductible provisions not exceeding \$100,000 per accident. Such boiler and machinery insurance will specifically include, but will not be limited to, business interruption insurance.

(iv) Workers’ compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such workers’ compensation insurance to cover all persons employed by the State or any agency thereof in connection with the particular Facilities and to cover full liability for compensation under any such act aforesaid, in an amount not less than \$500,000.

(v) Business income or business interruption insurance against loss of business income, including rental value, from the Series 2023 Facilities in the amounts currently provided in the insurance policies for the Series 2023 Facilities and as updated on a regular basis.

(b) Participation by the Board in the State’s Office of Risk Management (“*ORM*”) plan for self-insurance will be deemed to be compliance with the requirements of the Second Supplemental Indenture and this Fourth Supplemental Facilities Lease. Except in the case of such self-insurance, all insurance required in the Second Supplemental Indenture and all renewals of such insurance will be issued

by companies authorized to transact business in the State, and rated at least A - Class VIII by Best's Insurance Reports (property liability). All insurance policies provided by the Board will expressly provide that the policies will not be canceled or altered without thirty (30) days' prior written notice to the Trustee and the Bond Insurer; and will provide that no act or omission of the Board that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. The Board may satisfy its obligation under the Second Supplemental Indenture by appropriate endorsements of its blanket or excess insurance policies.

(c) If the Board has made a good faith effort to obtain the above required coverages for the specified limits but is unable to secure such coverage levels because of unfavorable insurance market conditions, lower limits may be substituted with the consent of the Bond Insurer.

(d) All policies of liability insurance that the Board is obligated to maintain according to this Fourth Supplemental Facilities Lease (other than any policy of worker's compensation insurance) will name the Corporation, the Trustee, the Bond Insurer, and such other Persons or firms as the Board may be required to name from time to time as additional insureds. All public liability, property damage liability, and casualty policies maintained by the Board shall be written as primary policies.

(e) Proceeds of insurance received and/or the amount of any loss that is self-insured through the State's Office of Risk Management with respect to destruction of or damage to any portion of the Series 2023 Facilities by fire, earthquake or other casualty or event shall be paid to the Trustee (or, in the case of ORM insurance, to the Board for delivery in full to the Trustee and the Board hereby agrees to deliver all such insurance proceeds to the Trustee) for application in accordance with the provisions of Section 11 of this Fourth Supplemental Facilities Lease and the Second Supplemental Indenture.

(i) The provisions of the Second Supplemental Indenture as to insurance required to be procured and maintained will not limit or prohibit, or be construed as limiting or prohibiting, the Board from obtaining any other insurance with the permission of the State's Office of Risk Management or as otherwise required by law with respect to the Series 2023 Facilities or the use and occupancy thereof that it may wish to carry, but in the event the Board will procure or maintain any such insurance not required by the Second Supplemental Indenture, the cost thereof will be at the expense of the Board.

(ii) The Corporation shall cause the Design Team and/or the Construction Team (as applicable) to secure and maintain:

- (1) Comprehensive or Commercial General Liability insurance;
- (2) Errors and Omissions insurance;
- (3) Automobile Liability insurance;
- (4) Worker's Compensation insurance;
- (5) an all Risk Builder's Policy upon the construction on the Property;
and
- (6) boiler and machinery or additional property insurance;

all as required by the terms of the Construction Contract.

Section 10. Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Series 2023 Facilities due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively “*Casualty*”) or in consequence of any foreclosures, attachments, levies or executions; or the taking of all or any portion of the Series 2023 Facilities by condemnation, expropriation, or eminent domain proceedings (collectively “*Expropriation*”) is expressly assumed by the Board. The Corporation and the Trustee shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs or counter claims with respect to its Base Rental, Additional Rental or any other obligation hereunder. The Board shall continue to be obligated to pay Base Rental and Additional Rental following the occurrence of any of the foregoing events.

Section 11. Application of Insurance Proceeds: Condemnation Award

(a) If during construction, all or any portion of the Series 2023 Facilities is damaged or destroyed by a Casualty, or is taken by Expropriation proceedings, the Board shall instruct the Corporation, as expeditiously as possible, to continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof; provided however, that the Corporation shall in no way be liable for any costs of the repair, restoration or replacement of the Series 2023 Facilities in excess of the proceeds of any insurance or of any Expropriation award received because of such Casualty or Expropriation. Following the completion of construction and acceptance of the 2023 Facility by the Board on behalf of the Corporation, the Board shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted, the repair, restoration, or replacement thereof. The proceeds of any insurance, including the proceeds of any self-insurance fund, or of any Expropriation award or payment in lieu of Expropriation, received on account of any damage, destruction or taking of all or any portion of the Series 2023 Facilities shall be delivered to the Trustee (or in the case of self-insurance, as set forth in paragraph (b) below) and held by the Trustee in a special account to be established upon receipt of any such funds and held by the Trustee in trust, and shall be made available for, and to the extent necessary be applied to, such restoration, repair and replacement. Any amounts so held by the Trustee shall be disbursed to pay the costs of restoration, replacement and repair of the Series 2023 Facilities with respect to which they are held, in each case promptly after receipt of a written request of the Corporation stating that the amount to be disbursed pursuant to such request will be used to pay costs of replacing or repairing or restoring the Series 2023 Facilities and that no amount previously has been disbursed by the Trustee for payment of the costs to be so paid. In making such payments, the Trustee may conclusively rely upon such written requests and shall have no liability or responsibility to investigate any matter stated therein, or for any inaccuracy or misstatement therein. In no event shall the Trustee be responsible for the adequacy of the plans and specifications or construction contract relating to the replacement, restoration, or repair of the Series 2023 Facilities, or for the improper use of moneys properly disbursed pursuant to request made under this Section. Any proceeds remaining on deposit with the Trustee following completion of the repairs, restoration or replacement of the Series 2023 Facilities shall be paid by the Trustee in accordance with the terms of the Second Supplemental Indenture.

(b) In the event that ORM insures the Series 2023 Facilities, the Board shall cause the Corporation to use the insurance proceeds received from ORM in accordance with Policy and Procedure Memorandum Number 10 (requiring invoices to be submitted to ORM for payment to vendors, or alternatively, production of invoices paid by the Board to ORM for reimbursement of vendor payments) to effect the repair, restoration or replacements of the Series 2023 Facilities.

(c) In the event the proceeds of any insurance, and any additional funds deposited with the Trustee, are insufficient to fully repair, restore or replace the Series 2023 Facilities, the proceeds shall be paid to the Trustee and used to redeem the Outstanding Bonds in accordance with the Second Supplemental

Indenture. In the event the proceeds are insufficient to redeem all Outstanding Bonds, the Board shall be responsible for such shortfall.

(d) In the event it is necessary to restore or replace the Series 2023 Facilities in a different location because of the Expropriation of all or a portion of the Series 2023 Facilities, the Corporation and the Board agree to amend or enter into a new Facilities Lease and Ground Lease in accordance with Sections 13.2 and 13.3 of the Fourth Supplemental Ground Lease. In the event the Board, pursuant to the Fourth Supplemental Ground Lease, decides not to repair, restore or replace the Series 2023 Facilities for any reason, all insurance proceeds received or payable as a result of such Casualty or all proceeds received or payable as a result of Expropriation proceedings (including payments received or payable in lieu of Expropriation) shall be paid to the Trustee and applied to the prepayment of the Series 2023 Bonds in accordance with the terms of the Second Supplemental Indenture, and, upon the repayment of the Series 2023 Bonds in full and the discharge of the lien of the Second Supplemental Indenture, this Fourth Supplemental Facilities Lease and the Fourth Supplemental Ground Lease shall terminate.

Section 12. Encumbrances.

(a) *Payment by the Board.* (i) The Board shall pay or cause to be paid all costs and charges for alterations, improvements, additions, repairs and maintenance (“Work”) done by the Board or caused to be done by the Board in or to the Series 2023 Facilities, and for all materials furnished for or in connection with such Work. The Corporation reserves all rights to collect for any loss or damage sustained or incurred by the Corporation resulting from any and all Encumbrances, demands or liabilities arising on account of the Work, which shall be payable by the Board as Additional Rental pursuant to Section 6 hereof.

(ii) The Board shall, or shall cause the University to, cause the Series 2023 Facilities at all times to be free from all encumbrances that would materially affect the receipt of the Series 2023 Facilities Revenues, provided that the University may in good faith contest any liens filed or established against the Series 2023 Facilities, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest only if the Board obtains an injunction prohibiting, or otherwise prevents, the enforcement of such liens, assessments or other charges and any appeal therefrom, unless by nonpayment of any such items the Auxiliary Revenues would be materially endangered or the Series 2023 Facilities or any part thereof will be subject to loss or forfeiture to such an extent that Revenues are materially adversely affected, in which event the University will promptly pay and cause to be satisfied and discharged all such unpaid items.

(b) *Failure to Discharge.* If the Board fails to pay any charge for which an Encumbrance has been filed, and the Series 2023 Facilities or any portion thereof is placed in imminent danger of being seized, the Corporation may, but shall not be obligated to, pay such charge and related costs and interest, and the amount so paid, together with reasonable Legal Expenses incurred in connection with such Encumbrance, will be immediately due from the Board to the Corporation as Additional Rental. Nothing contained in this Lease will be deemed the consent or agreement of the Corporation to subject the Corporation’s interest in the Series 2023 Facilities to liability under any Encumbrance, or any mechanics’, materialman’s or other lien law. If the Board receives written notice that an Encumbrance has been or is about to be filed against the Series 2023 Facilities, or that any action affecting title to the Series 2023 Facilities has been commenced on account of Work done by or for the Board or for materials furnished to or for the Board, it shall immediately give the Corporation Notice of such notice.

(c) *Notice of Non-responsibility.* The Corporation will have the right to post notices of Non-responsibility or similar written notices on the Series 2023 Facilities in order to protect the Series 2023 Facilities against any such claimants.

Section 13. Assignment and Sublease.

(a) Neither this Fourth Supplemental Facilities Lease nor any interest of the Board herein shall be mortgaged, pledged, assigned, or transferred by the Board by voluntary act or by operation of law, or otherwise; provided, however, the Board may sublease all or any portion of the Series 2023 Facilities, or grant concessions involving the use of all or any portion of the Series 2023 Facilities, whether such concessions purport to convey a leasehold interest or a license to use all or a portion of the Series 2023 Facilities, to any Permitted Sublessee. The Board shall, however, at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Fourth Supplemental Facilities Lease (including, without limitation, the payment of Base Rental and Additional Rental), notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the Board from its obligations to pay Base Rental and Additional Rental as provided in this Fourth Supplemental Facilities Lease or to relieve the Board from any other obligations contained herein. In no event will the Board sublease or permit the use of all or any part of the Series 2023 Facilities to any Permitted Sublessee without an opinion of Bond Counsel that such will not cause interest on the Series 2023 Bonds to be included in the gross income of the owners of the Series 2023 Bonds for federal income tax purposes.

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

(c) Except as set forth in Section 13(b) above and the Second Supplemental Assignment, the Corporation shall not sell or assign its interest in the 2023 Facility or this Fourth Supplemental Facilities Lease without the prior written consent of the Board.

Section 14. Additions and Improvements.

(a) At the expiration of the Term or the earlier termination of this Fourth Supplemental Facilities Lease, all alterations, fixtures, improvements, and additions made to, in, or on the Series 2023 Facilities by the Board or the University, and all equipment placed upon the Series 2023 Facilities that are incorporated into or made component parts of the Series 2023 Facilities shall remain on the Series 2023 Facilities without compensation to the Corporation.

(b) Title to all property, furniture, equipment, fixtures, and other property installed at or placed upon the Series 2023 Facilities by the Board that is not incorporated into or made a component part of the Series 2023 Facilities shall remain the property of the Board. The Board hereby agrees to replace such property from time to time as such property becomes worn out, obsolete, inadequate, unsuitable or undesirable. The Board may add to or remove such property from time to time, provided that the Board repairs any damage to the Series 2023 Facilities caused by such removal.

Section 15. Right of Entry. Representatives of the Corporation shall, subject to reasonable security precautions, and upon giving the Board not fewer than twenty-four (24) hours advance Notice, have the right to enter upon the Series 2023 Facilities during reasonable business hours (and in emergencies without Notice and at all times) accompanied by a Board Representative or a University Representative (i)

to inspect the same, (ii) for any purpose connected with the rights or obligations of the Corporation under this Fourth Supplemental Facilities Lease, or (iii) for all other lawful purposes.

Section 16. Mortgage Prohibition. Except as set forth in the Second Supplemental Indenture or the Fourth Supplemental Ground Lease, the Corporation shall not be entitled to mortgage or grant a security interest in the Series 2023 Facilities.

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

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

(b) If the Series 2023 Facilities, or any part thereof, shall be sold or otherwise transferred by sale, assignment, transfer or other contract, or by operation of law or otherwise (with the prior written consent of the Board as required herein, and with an opinion of Bond Counsel that such action will not cause interest on the Series 2023 Bonds to be included in the gross income of the owners of the Series 2023 Bonds for federal income tax purposes), and if such written consent specifically so provides, the Corporation shall be automatically and entirely released and discharged to the extent of the interest in or the portion of the Series 2023 Facilities sold, assigned or transferred from and after the effective date of such sale, assignment or transfer of all liability for the performance of any of the covenants of this Fourth Supplemental Facilities Lease on the part of the Corporation thereafter to be performed. The purchaser, assignee or other transferee of the Series 2023 Facilities shall be deemed to have agreed to perform such covenants of the Corporation from and after the date of such assignment or sale during such transferee's period of ownership of the Corporation's interest under this Fourth Supplemental Facilities Lease all without further agreement between the Corporation, its successor and the Board, including to operate the Series 2023 Facilities as housing facilities for the University. The Corporation's transferee shall not be held responsible for the performance of any of the covenants of this Fourth Supplemental Facilities Lease on the part of the Corporation required to be performed prior to such sale and transfer, the Board reserving its rights against the Corporation for any unperformed covenants prior to such sale or transfer.

Section 18. Quiet Enjoyment. The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or the University, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Series 2023 Facilities during the Term and may exercise all of its rights hereunder; and the Corporation agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment of the interest in the Series 2023 Facilities against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Fourth Supplemental Facilities Lease.

Section 19. Environmental Compliance and Indemnity.

(a) *Environmental Compliance.* The Board or the University shall operate or cause to be operated the Property and the Series 2023 Facilities in compliance with all Environmental Requirements continuously during the Term, and for such periods of time prior to the Commencement Date and after the Expiration Date, as long as the Board is in possession of the Series 2023 Facilities, in whole or in part. The Board shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Property or the Series 2023 Facilities, except for such Hazardous Substance as is necessary or useful to the operation of the Series 2023 Facilities and in strict compliance with the Environmental Requirements and directions of Governmental Authority. The Board shall not cause or permit any disposal or Release upon, in or about the Property or the Series 2023 Facilities, other than Releases involving only de minimis amounts of Hazardous Substance that could not lead to liability under Environmental Requirements.

(b) *The Board's Liability.* If the Board fails to comply with any of the foregoing warranties, representations, and covenants, and removal or Remediation of any Hazardous Substance found on the Property or the Series 2023 Facilities is required by Environmental Requirements or Governmental Authority, the Board shall promptly undertake the removal or Remediation of such Hazardous Substance, at the Board's sole cost and expense and in strict compliance with the Environmental Requirements and directions of Governmental Authority. In the event the Board fails or refuses to undertake such removal or Remedial actions, the Corporation may cause the removal or Remediation (or other cleanup reasonable acceptable to the Corporation) of any such Hazardous Substance from the Property or the Series 2023 Facilities. The reasonable costs of removal, Remediation, or any other cleanup (including transportation and storage costs) will be considered as Additional Rental under this Fourth Supplemental Facilities Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable within ninety (90) days of written demand by the Corporation. In connection therewith, the Board will give the Corporation, its agents, and employee's access to the Property and the Series 2023 Facilities to remove, remediate, or otherwise clean up any Hazardous Substance. The Corporation, however, has no affirmative obligation to remove, remediate, or otherwise clean up any Hazardous Substance, and this Fourth Supplemental Facilities Lease will not be construed as creating any such obligation. The Board hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, presence, release, disposal, removal or Remediation of any Hazardous Substance located in or about the Series 2023 Facilities whether occurring before or during the Term or otherwise arising from the acts or omissions of the Board.

(c) The Board shall indemnify, defend and hold the Corporation and the Bond Insurer harmless from and against any and all losses, claims, demands, actions, suits, damages, expenses and costs which are brought or recoverable against, or suffered or incurred by the Corporation or the Bond Insurer resulting or arising from the breach of or noncompliance by the Board with the provisions of this Section 19.

Section 20. The Corporation's and the Bond Insurer's Reservation of Rights.

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

(i) any injury to or death of any person or damage to property occurring on or about the Series 2023 Facilities occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Board in connection with the lease, the operation and management of the Series 2023 Facilities; or

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

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

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Corporation contained in this Fourth Supplemental Facilities Lease or any Claim based thereon against the Corporation or of any successor thereto or member thereof, either directly or through the Corporation whether by virtue of any constitutional provision, statute, or rule of law. This Fourth Supplemental Facilities Lease and the obligations of the Corporation thereunder, and any Claim asserted against the Corporation are solely corporate obligations, and the enforcement of any obligation or Claim shall be limited solely to the Corporation's interest in the Series 2023 Facilities. No personal liability shall attach to, or be incurred by, any officer, director, agent, employee or member of the Corporation and the Board acknowledges that all personal liability of any character against every such officer, director, agent, employee or member by the execution of this Fourth Supplemental Facilities Lease, is expressly waived and released, except to the extent that such liability relates to any criminal acts, intentional misconduct, or fraud. The immunity of any officer, director, agent, employee or member of the Corporation under the provisions contained in this Section 20 shall survive any acquisition of the Series 2023 Facilities by the Board and the expiration or other termination of this Fourth Supplemental Facilities Lease.

Section 21. Default by the Board.

(a) If (i) the Board, on behalf of the University, shall fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Section 6 hereof by the close of business on the day such deposit is required pursuant to Section 6 hereof; or (ii) the Board shall fail to pay or discharge any monetary obligation under this Fourth Supplemental Facilities Lease (other than the payment of Base Rental) as and when due, or within thirty (30) days after receipt of Notice from the Trustee or the Corporation that such sums are due and owing; or (iii) any warranty, representation or other statement by or on behalf of the Board contained in this Fourth Supplemental Facilities Lease or in any instrument furnished in compliance with or in reference to this Fourth Supplemental Facilities Lease is false or misleading in any material respect; or (iv) a petition is filed against the Board under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such sixty (60) days to protect their interests and the interests of the owners of the Series 2023 Bonds; or (v) the Board filed a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or (vi) the Board admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Board for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30)

days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests and the interests of the owners of the Series 2023 Bonds; or (vii) the Board shall breach any non-monetary terms, covenants or conditions herein, and shall fail to remedy any such breach with all reasonable dispatch within thirty (30) days (or such longer period as the Trustee may approve) with the approval of the Bond Insurer after written Notice thereof from the Corporation, the Trustee, the Bond Insurer and/or the University to the Board, provided, however that if the breach be of a nature that it cannot be cured in thirty (30) days, the 30 day period will be extended so long as the Board promptly commences action to cure such breach and proceeds diligently to completion of such cure but only if such extension would not materially adversely affect the interest of the Corporation or the Bondholders. If an Event of Default by the Board shall occur and be continuing, the Corporation shall have the right with the approval of the Bond Insurer but without any further demand or Notice, to terminate this Fourth Supplemental Facilities Lease on the earliest date permitted by law or on any later date specified in any Notice given to the Board, in which case the Board's right to possession of the Series 2023 Facilities will cease and this Fourth Supplemental Facilities Lease will be terminated, without, however, waiving the Corporation's right to collect all Rental and other payments due or owing for the period up to the time the Corporation regains possession (and which Revenues have not been paid to the Corporation), and to enforce other obligations of the Board which survive termination of this Fourth Supplemental Facilities Lease, and in such event the Corporation may without any further demand or notice re-enter the Series 2023 Facilities and eject all parties in possession thereof. The foregoing remedies of the Corporation are in addition to and not exclusive of any other remedy of the Corporation available at law or in equity. Any such re-entry shall be allowed by the Board without hindrance, and the Corporation shall not be liable in damages for any such re-entry or be guilty of trespass. The Corporation understands and agrees that upon its termination of the Board's right to possession of the Series 2023 Facilities or termination of this Fourth Supplemental Facilities Lease, the Corporation upon its re-entry of the Series 2023 Facilities shall only be allowed to use the Series 2023 Facilities for the Permitted Use and shall be subject to all applicable Governmental Regulations heretofore or hereafter enacted by any Governmental Authority relating to the use and operation of the Series 2023 Facilities.

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

Section 22. Cumulative Remedies.

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

(b) In the event of termination of this Fourth Supplemental Facilities Lease, the Board agrees to peaceably surrender possession of the Series 2023 Facilities to the Corporation on the date of such termination in its original condition (normal wear and tear excepted). The Corporation (at the direction of the Bond Insurer) will have all legal and equitable rights and remedies to take possession of the Series 2023 Facilities and re-let or sell the Series 2023 Facilities as the Corporation determines and as granted in this Fourth Supplemental Facilities Lease.

Section 23. Option to Purchase. For and in consideration of the obligations of the Board under this Fourth Supplemental Facilities Lease, the mutual undertakings of the parties, the receipt and adequacy of which is hereby acknowledged, the Corporation grants to the Board an exclusive and irrevocable option to purchase for the price and on the terms, provisions, stipulations and conditions hereinafter set forth, all but not less than all of the Corporation's interest in the Series 2023 Facilities.

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

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

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

(d) *Exercise of Option*. The Board may exercise the Option herein granted at any time on or before expiration of the Term of the Option on the date the Series 2023 Bonds are defeased pursuant to Article XII of the Second Supplemental Indenture or redeemed, by Notice to the Corporation of its election to exercise the Option and purchase the Corporation's interest in the Series 2023 Facilities given not fewer than sixty (60) days prior to the date on which the Board desires to purchase the Series 2023 Facilities and deposit the Purchase Price (as hereinafter defined) with the Trustee.

(e) *Purchase Price*. The purchase price shall be equal to the principal of all Bonds then Outstanding plus the interest to accrue on such Bonds until the purchase date, plus any prepayment penalties, charges or costs for early prepayment or defeasance of the Series 2023 Bonds and to discharge the Second Supplemental Indenture pursuant to Section 12.1 of the Second Supplemental Indenture and any Administrative Expenses owed prior to the purchase date (collectively, the "*Purchase Price*").

(f) *Effect on Facilities Lease and Ground Lease*. Upon the purchase of the Corporation's interest in the Series 2023 Facilities by the Board pursuant to this Option, this Fourth Supplemental Facilities Lease and the Fourth Supplemental Ground Lease shall terminate and all of the Corporation's interest in the Property shall terminate.

(g) *Payment of Purchase Price*. The Board, concurrently with the giving of notice of its intention to exercise the Option herein granted, shall deposit an amount equal to the Purchase Price with the Trustee, as applicable.

(i) *Conveyance*. In the event of and upon the payment of the Purchase Price and any other sums due under this Fourth Supplemental Facilities Lease by the Board, the Corporation will on the

purchase date execute and deliver to the Board a written cancellation of the Fourth Supplemental Ground Lease and this Fourth Supplemental Facilities Lease.

(ii) *Assignment of Contract Rights and Obligations.* The conveyance of the Corporation's interest in the Series 2023 Facilities shall also effect a transfer and assignment of all rights, warranties and liability of the Corporation under then existing contracts of any nature with respect to the Series 2023 Facilities.

(h) *Closing.* In the event that the Board elects to exercise the Option timely, notice of the Board's election to the Corporation shall constitute an irrevocable conversion of the Option into a binding obligation of the Corporation to sell its interest in the Series 2023 Facilities and of the Board to buy the same under the terms and conditions set forth in this Section 23, and in such event, the Corporation and the Board shall have the right to demand specific performance of this agreement by the other. The Closing shall occur at the offices of the Board or its counsel, or at such other place as agreed upon by the Corporation and the Board.

(i) *Closing Costs.* The Board shall pay all closing costs and charges incident to the conveyance of the Series 2023 Facilities.

(j) *No Warranty.* The Corporation shall convey its interest in the Series 2023 Facilities without any warranty whatsoever of any nature. The conveyance shall be without any warranty as to fitness and condition, as set forth in Section 5 of this Fourth Supplemental Facilities Lease. Language substantially similar to the language contained in Section 5 of this Fourth Supplemental Facilities Lease shall be incorporated into and made a part of any act translative of title. In no event shall the Corporation be responsible for any defects in title.

(k) *Default under the Option:*

(i) In the event the Option is exercised, and the Corporation fails to consummate the transactions contemplated herein for any reason, except default by the Board or the failure of the Board to satisfy any of the conditions set forth herein, the Board may, in addition to any other rights and remedies which may otherwise be available to the Board, enforce this agreement by specific performance. The Board's remedies under this Section are expressly subject to the provisions of Section 21 of this Fourth Supplemental Facilities Lease.

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

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

(l) *Attorney's Fees.* Should either party employ an attorney or attorneys to enforce any of the provisions of this Section 23, or to protect its interest in any matter arising under this Section 23, or to

recover damages for the breach of this Section 23, the party prevailing in any final judgment shall have the right to collect from the losing party all Litigation Expenses incurred in enforcing such rights.

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

(n) *Assignability.* Except as set forth in the Second Supplemental Indenture, the Second Supplemental Assignment, or the Fourth Supplemental Ground Lease, the Option may not be assigned by the Corporation or the Series 2023 Facilities sold to any Person or entity without the Board's prior written consent, which consent may be withheld by the Board in its sole discretion.

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

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

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

Section 25. Redemption of Bonds. The Corporation agrees that it will not exercise its option to redeem any Bonds pursuant to the Second Supplemental Agreement unless the Board consents to such redemption or such redemption is to be effected with moneys derived from a source other than payments made by the Board under this Fourth Supplemental Facilities Lease, however, in no event shall the mandatory redemption of any Bonds pursuant to the Second Supplemental Indenture require the consent of the Board. The Corporation further agrees that if requested by the Board it will take all actions necessary to redeem all or any portion of the Series 2023 Bonds designated by the Board on the first date that it may do so under the terms of the Second Supplemental Indenture so long as the Board agrees to provide funds in an amount, and at the time, required to effect such redemption.

Section 26. Additional Debt.

(a) While any Series 2013 Bonds remain outstanding, neither the Authority, the University, nor the Board will issue or incur or permit to be issued and incurred any additional Auxiliary Obligations unless each of the following conditions have been satisfied:

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

(ii) the Debt Service Coverage Ratio for each of the last two completed Fiscal Years for which the audited financial statements of the Board, in regard to the University, have been reported

upon by an Accountant, shall not have been less than 1.25:1.00 and a Board Representative shall have filed with the Trustee a certificate of a Board Representative certifying and setting forth in sufficient detail the computation thereof, which shall be filed with the Trustee, and such financial statements;

(iii) the Debt Service Coverage Ratio, for the most recently completed Fiscal Year, taking into account the Additional Bonds and any other Auxiliary Obligations proposed to be issued or incurred, would not have been less than 1.00:1.00. Such projections will be filed with the Trustee by a Board Representative; and

(iv) provided, that the Authority, the University or the Board may issue or incur or permit to be issued or incurred such Auxiliary Obligations that are refunding bonds that provide debt service savings in each year following the issuance of such refunding bonds.

(b) While any Series 2015 Bonds or Series 2016A Bonds remain outstanding, neither the Authority, the University, nor the Board will issue or incur or permit to be issued and incurred any additional Auxiliary Obligations that are secured on a parity with any of the Senior Bonds unless each of the following conditions have been satisfied:

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

(ii) the Debt Service Coverage Ratio for the Senior Bonds for each of the last two completed Fiscal Years for which the audited financial statements of the Board are available shall not have been less than 1.25:1.00;

(iii) the Debt Service Coverage Ratio for the Senior Bonds for the most recently completed Fiscal Year, adjusted by taking into account (x) any pro forma additional revenues and expenses to be realized in the future in connection with the facilities to be financed with the proposed additional Auxiliary Obligations, but only to the extent such amounts are approved by the Bond Insurer, and (y) the debt service on the proposed additional Auxiliary Obligations, would not have been less than 1.00:1.00;

(iv) provided, that the Authority, the University or the Board may issue or incur or permit to be issued or incurred such Auxiliary Obligations that are refunding bonds that provide debt service savings in each year following the issuance of such refunding bonds even if the conditions set forth in (ii) and (iii) above are not met; and

(v) a Board Representative shall have filed with the Trustee a certificate certifying that the above conditions have been met and setting forth in sufficient detail the computation thereof, along with such audited financial statements.

(c) Upon satisfaction of the conditions set forth in Section 26(a) or (b) and at the request of and at the expense of the Board, the Corporation shall take such action as may be required to effect the issuance of Additional Bonds in such amount as the Board may request as permitted by and in accordance with the provisions of the Bond Documents, this Fourth Supplemental Facilities Lease and the Fourth Supplemental Ground Lease for any purpose permitted thereby.

(d) Subordinate Debt may be incurred without the necessity to comply with the requirements of Section 26(a) or (b), provided that any such Subordinate Debt may not be accelerated and the holder of such Subordinate Debt shall not exercise any remedy in respect of any default with respect to such Subordinate Debt without the written consent of the Owners of the Senior Bonds. However, Subordinate

Debt may only be incurred without the consent of the owners of the Subordinate Bonds if the Debt Service Coverage Ratio for the Subordinate Bonds for the most recently completed Fiscal Year, adjusted by taking into account (x) any pro forma additional revenues and expenses to be realized in the future in connection with the facilities to be financed with the proposed additional Subordinate Debt, and (y) the debt service on the proposed additional Subordinate Debt, would not have been less than 1.00:1.00.

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

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

Section 29. Approval of Budget.

(a) In the event in any Fiscal Year the Board expressly refuses to approve the Budget containing sufficient funds to enable the payment of Base Rental and Additional Rental due during the next succeeding Fiscal Year, the Board will immediately notify the Corporation of such occurrence. On the first day of the month following the Base Rental payment date on which the last payment of Base Rental can be made in full from budgeted funds, the Board shall no longer be obligated to make Rental Payments hereunder and the Corporation shall have the right, at its option, to terminate this Fourth Supplemental Facilities Lease without penalty or expense to the Board of any kind whatsoever, except as to the portions of Base Rental and Additional Rental payments herein agreed upon for Fiscal Years for which sufficient funds have been lawfully approved. In the event of such termination, the Board agrees peaceably to surrender possession of the Facilities to the Corporation on the date of such termination in its original condition (normal wear and tear excepted). The Corporation will have all legal and equitable rights and remedies to take possession of the Facilities and re-let or sell the Facilities as the Corporation determines and as granted in this Fourth Supplemental Facilities Lease. The Board acknowledges that the Corporation's rights to take possession and to re-let or sell the Facilities under this Section 29 may be assigned to the Trustee for the benefit of the owners of the Series 2023 Bonds, as applicable, and the Board agrees that the Trustee shall be entitled to exercise all of the rights of the Corporation under this Section 29. This provision is operative notwithstanding any provisions of this Fourth Supplemental Facilities Lease to the contrary. The Board shall be considered in default hereunder if sufficient funds are lawfully approved for the payment of Rental required under this Fourth Supplemental Facilities Lease and the Board fails to use lawfully approved funds for the payment of Rental. In such event, the Corporation shall be entitled to the rights and remedies set forth in Sections 21 and 22 hereof.

(b) Upon the termination of this Fourth Supplemental Facilities Lease and in the event the University is no longer operating the Facilities, all Series 2023 Facilities Revenues shall be collected by or on behalf of the Corporation. The Corporation shall or shall cause all Series 2023 Facilities Revenues collected by it to be deposited with the Trustee no later than the Business Day immediately following the day of collection.

Section 30. Exculpatory Provision.

(a) In the exercise of the powers of the Corporation and its trustees, officers, directors, employees and agents under this Fourth Supplemental Facilities Lease and the Second Supplemental Indenture, the Corporation shall not be accountable or liable to the Board (i) for any actions taken or omitted by it or its officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Fourth Supplemental Facilities Lease against any officer, director, employee or agent of the Corporation in his or

her personal capacity, all such liability, if any, being expressly waived by the Board by the execution of this Fourth Supplemental Facilities Lease, except to the extent that such liability relates to any criminal act, intentional misconduct or fraud. Nothing in this Fourth Supplemental Facilities Lease or the Second Supplemental Indenture is intended to require or obligate, nor shall anything herein or therein be interpreted to require or obligate, the Corporation for any purpose or at any time whatsoever, to provide, apply or expend any funds coming into the hands of the Corporation other than the funds derived from the issuance of the Series 2023 Bonds under the Second Supplemental Indenture, moneys derived pursuant to the Second Supplemental Indenture and this Fourth Supplemental Facilities Lease and any other Series 2023 Facilities Revenues derived from the Facilities.

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

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

Section 32. Recording. The Corporation covenants and agrees that it will promptly record and from time to time re-record a memorandum in recordable form of this Fourth Supplemental Facilities Lease and all supplements hereto in such manner and in such places as may be required by law in order to fully protect and preserve the security of the Trustee for the benefit of the holders or owners of the Series 2023 Bonds. The Board and the Corporation agree to execute in recordable form a memorandum of this Fourth Supplemental Facilities Lease in the form of Exhibit B attached hereto to be filed for record in Lincoln Parish, Louisiana.

Section 33. No Construction Against Drafting Party. The Corporation and the Board acknowledge that each of them and their counsel have had an opportunity to review this Fourth Supplemental Facilities Lease and that each Party was responsible for the drafting thereof.

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

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

Section 36. Survival. To the extent permitted by law and to the extent such will not constitute the incurrence of debt by the Board, all of the Corporation's and the Bond Insurer's remedies and rights of recovery under Sections 10, 11, 19, 20, and 26 of this Fourth Supplemental Facilities Lease shall survive the Term, the termination of this Fourth Supplemental Facilities Lease and/or the purchase of the Corporation's interest in the Facilities by the Board under the Option.

Section 37. Estoppel Certificates. At any time and from time to time but within ten (10) days after prior written request by the Corporation, the Board will execute, acknowledge, and deliver to the Corporation, promptly upon request but only to the extent accurate, a certificate certifying: (i) that this Fourth Supplemental Facilities Lease is unmodified and in full force and effect or, if there have been modifications, that this Fourth Supplemental Facilities Lease is in full force and effect, as modified, and stating the date and nature of each modification; (ii) the date, if any, to which Rental and other sums payable under this Fourth Supplemental Facilities Lease have been paid; (iii) that no Notice of any default has been delivered to the Corporation which default has not been cured, except as to defaults specified in said certificate; (iv) that there is no Event of Default under this Fourth Supplemental Facilities Lease or an event which, with Notice or the passage of time, or both, would result in an Event of Default under this Fourth Supplemental Facilities Lease, except for defaults specified in said certificate; and (v) such other matters as may be reasonably requested by the Corporation. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Facilities or any part thereof. The Board's failure to notify the Corporation of any inaccuracies in the proposed certificate within the specified time period shall be conclusive evidence that the matters set forth in the certificate are accurate and correct.

Section 38. Waiver of Jury Trial. The Corporation waives trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Fourth Supplemental Facilities Lease against the other on any matters whatsoever arising out of or in any way connected with this Fourth Supplemental Facilities Lease, the relationship of the Corporation and the Board, the Board's or the University's use or occupancy of the Facilities, or any other Claims arising hereunder.

Section 39. Written Amendment Required. No amendment, alteration, modification of, or addition to this Fourth Supplemental Facilities Lease will be valid or binding unless expressed in writing and signed by the Corporation and the Board.

Section 40. Entire Agreement. This Fourth Supplemental Facilities Lease and the exhibits and addenda, if any, contain the entire agreement between the Corporation and the Board. No promises or representations, except as contained in this Fourth Supplemental Facilities Lease, have been made to the Board respecting the condition or the manner of operating the Facilities.

Section 41. Signs. The Board or the University may attach any sign on any part of the Facilities, or in the halls, lobbies, windows, or elevator banks of the Facilities, without the Corporation's approval. The Board may name the Facilities and change the name, number, or designation of the Facilities, without the Corporation's prior consent.

Section 42. Litigation Expenses. The Board will pay the Corporation as Additional Rental all reasonable Litigation Expenses and all other reasonable expenses which may be incurred by the Corporation in enforcing any of the obligations of the Board under this Fourth Supplemental Facilities Lease, in exercising its rights to recover against the Board for loss or damage sustained in accordance with the provisions of this Fourth Supplemental Facilities Lease, or in any litigation or negotiation in which the Corporation shall, without its fault, become involved through or because of this Fourth Supplemental Facilities Lease.

Section 43. Brokers. The Corporation and the Board respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Facilities. The Corporation agrees to indemnify and hold the Board harmless from and against any claims by any other broker, agent or other Person claiming a commission or other form of compensation by virtue of having dealt with the Corporation with regard to the leasing of the Facilities hereunder. The Board agrees to indemnify and hold the Corporation harmless from and against any claims by any broker, agent or other Person claiming a commission or other form of compensation by virtue of having dealt with the Board with regard to the leasing of the Facilities hereunder.

Section 44. No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on any of the lands constituting the Facilities, or on lands adjacent to the Facilities, will in no way affect this Fourth Supplemental Facilities Lease or impose any liability on the Corporation. This Fourth Supplemental Facilities Lease does not grant any rights to light, view and/or air over the Facilities whatsoever.

Section 45. Binding Effect. The covenants, conditions, and agreements contained in this Fourth Supplemental Facilities Lease will bind and inure to the benefit of the Corporation and the Board and their respective permitted successors and assigns.

Section 46. Rules of Interpretation. The following rules shall apply to the construction of this Fourth Supplemental Facilities Lease unless the context requires otherwise: (a) the singular includes the plural and the plural includes the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words “including,” “includes” and “include” shall be deemed to be followed by words “without limitation;” (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivision of sections), exhibits, appendices, annexes or schedules are to those of this Fourth Supplemental Facilities Lease unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments; (h) references to Persons include their respective successors and assigns to the extent successors or assigns are permitted or not prohibited by the terms of this Fourth Supplemental Facilities Lease; (i) any accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (j) “or” is not exclusive; (k) provisions apply to successive events and transactions; (l) references to documents or agreements which have been terminated or released or which have expired shall be of no force and effect after such termination, release, or expiration; (m) references to mail shall be deemed to refer to first-class mail, postage prepaid, unless another type of mail is specified; (n) all references to time shall be to Central time; (o) references to specific persons, positions, or officers shall include those who or which succeed to or perform their respective functions, duties, or responsibilities; and (p) the terms “herein,” “hereunder,” “hereby,” “hereof,” and any similar terms refer to this Third Supplemental Facilities Lease as a whole and not to any particular articles, section or subdivision hereof.

Section 47. Relationship of Parties. The relationship of the Parties shall be one of lessor and lessee only, and shall not be considered a partnership, joint venture, license arrangement or unincorporated association. The Corporation is not controlled by the Board or under the control of any Person also in control of the Board.

Section 48. Law Between the Parties. This Fourth Supplemental Facilities Lease shall constitute the law between the Parties, and if any provision of this Third Supplemental Facilities Lease is

in conflict with the provisions of “Title IX - Of Lease” of the Louisiana Civil Code, Articles 2669 through 2777, inclusive, the provisions of this Fourth Supplemental Facilities Lease shall control.

Section 49. Essentially. The Board hereby represents that the Facilities are essential to the operation of the University.

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

The Corporation:	Innovative Student Facilities 412 West Alabama Ruston, Louisiana 71270 Attention: Vice Chairperson
The Board	Board of Supervisors for the University of Louisiana System 1201 North Third Street, Suite 7-300 Baton Rouge, Louisiana 70802 Attention: Vice President of Business and Finance
The University	Louisiana Tech University Post Office Box 3164 Ruston, Louisiana 71272 Attention: Vice President of Finance and Administration
The Trustee	Argent Trust Company 500 East Reynolds Drive Ruston, Louisiana 71273 Attention: Corporate Trust
The Series 2023 Bond Insurer:	[_____] Re: Policy No.

Section 51. Conflict. In the event of a conflict between the provisions of this Fourth Supplemental Facilities Lease and the Bond Documents, the terms of the Bond Documents shall control.

Section 52. No Merger. There shall be no merger of the leasehold estate created by this Fourth Supplemental Facilities Lease with the fee simple estate of the Board in the Property nor shall there be any merger of the leasehold estate created by this Fourth Supplemental Facilities Lease or the fee simple estate of the Board in the Property with the leasehold estate created by the Fourth Supplemental Ground Lease because one party or such party’s transferee may acquire or shall hold directly or indirectly (a) fee simple interest in or to the Property (b) any interest in the leasehold estate created by or granted by the Fourth Supplemental Ground Lease and/or (c) the leasehold estate created by this Fourth Supplemental Facilities Lease, and no such merger shall occur unless all entities having (i) any fee simple interest in or to the Property, (ii) any interest in the leasehold estate created or granted by the Third Supplemental Ground Lease and (iii) any interest in the leasehold estate created by this Third Supplemental Facilities Lease, shall join in a written instrument effecting such merger and shall duly record same in the land records of the jurisdiction in which the Property is located.

Section 53. Lease to Constitute a Contract. This Fourth Supplemental Facilities Lease, upon execution by the Board and the Corporation shall constitute a third party beneficiary contract between the Board and the Corporation for the benefit of the Bond Insurer and of the owners of all Bonds issued hereunder.

Section 54. Bond Insurance Provisions. The following provisions shall apply as long as the Series 2023 Bond Insurance Policy is in effect:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned representative has signed this Fourth Supplemental Agreement to Lease with Option to Purchase on behalf of Innovative Student Facilities, Inc., on the ____ day of _____, 2023.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC.

Print Name: _____

By: _____
Chris Barr, Chairman

Print Name: _____

NOTARY PUBLIC

Name: _____
Notary ID/Bar Roll No. _____
My Commission Expires _____

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Dr. Leslie K. Guice,
Board Representative

Print Name: _____

NOTARY PUBLIC

Name: _____
Notary ID/Bar Roll No. _____
My Commission Expires _____

EXHIBIT A

DESCRIPTION OF THE FACILITIES

EXHIBIT B

FORM OF MEMORANDUM OF
AGREEMENT TO LEASE WITH OPTION TO PURCHASE

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

MEMORANDUM OF LEASE

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

RECITALS

A. Lessor and Lessee have entered into a Fourth Supplemental Agreement to Lease with Option to Purchase dated as of _____ 1, 2023 (the “*Lease*”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly described on Exhibit A attached hereto (the “*Land*”) and the housing and student facilities located thereon (the “*Facilities*”).

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

LEASE TERMS

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

1. The term of the Lease commenced on _____ 1, 2023 and shall continue until midnight on [**October 1, 20__**], unless sooner terminated or extended as provided in the Lease.
2. Lessor has the right under the Lease to purchase Lessee’s leasehold interest in the Facilities at any time during the term of the Lease in accordance with the provisions thereof.
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Innovative Student Facilities, Inc.
 412 West Alabama
 Ruston, Louisiana 71270
 Attention: Vice Chairperson

Lessee: Board of Supervisors for the University of Louisiana System
 1201 North 3rd Street, Suite 7-300
 Baton Rouge, Louisiana 70802
 Attention: Vice President of Business and Finance

This Memorandum is executed for the purpose of recordation in the public records of Lincoln 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 THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the ____ day of _____, 2023, in Ruston, Louisiana in the presence of the undersigned, both competent witnesses, who herewith sign their names with Chris Barr, Chairman of Innovative Student Facilities, Inc., and me, Notary.

WITNESSES:

INNOVATIVE STUDENT FACILITIES, INC.

By: _____
Chris Barr, Chairman

NOTARY PUBLIC

Print Name: _____

Notary ID # _____

My Commission is for Life

THUS DONE AND PASSED on the ____ day of _____, 2023, in Ruston, Louisiana in the presence of the undersigned, both competent witnesses, who herewith signs his name as Authorized Representative of the Board of Supervisors for the University of Louisiana System and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: _____
Dr. Leslie K. Guice,
Board Representative

NOTARY PUBLIC

Print Name: _____

Notary ID # _____

My Commission is for Life



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

FACILITIES PLANNING COMMITTEE

June 22, 2023

- Item I.3.** McNeese State University’s request for approval for the execution of leases between the Board, on behalf of the University, and Cowboy Facilities, Inc., a private 501(c)(3) not-for-profit corporation, in connection with the lease and leaseback of a portion of the University’s student housing facilities.

EXECUTIVE SUMMARY

McNeese State University (the “University”) is requesting the approval of the Board of Supervisors for the University of Louisiana System (the “Board”) for the execution of leases with Cowboy Facilities, Inc. (the “Corporation”) in connection with student housing facilities (the “Facilities”) located on the campus of the University. The land upon which the University has constructed the Facilities will be leased pursuant to a Ground and Buildings Lease Agreement and the Facilities will be leased to the Board by the Corporation pursuant to a Facilities Lease.

The Corporation, on behalf of the Board, previously hired a private manager to operate and supervise certain student housing facilities on the campus of the University. The University is requesting that the Board enter into both leases to permit the Corporation to extend the management arrangement with the current manager to additional University housing facilities in order for the University to benefit from economies of scale.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of the form and authorization to execute a Ground Lease Agreement and a Facilities Lease, each between the Board, acting on behalf of the University, and Cowboy Facilities, Inc.

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

Executive Summary

June 22, 2023

Page 2

BE IT FURTHER RESOLVED, that the President of McNeese State University, and his or her designee, are hereby authorized and directed to execute the leases described herein and any and all documents necessary in connection with the leases described herein.

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



June 1, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval for the execution of leases with Cowboy Facilities, Inc. in connection with student housing facilities located on the University campus.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 22, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Burckel".

Dr. Daryl V. Burckel
President

Attachments

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered by _____:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FACILITIES LEASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF MCNEESE STATE UNIVERSITY TO COWBOY FACILITIES, INC.; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “*Board*”) is a public constitutional corporation organized and existing under the laws of the State of Louisiana and McNeese State University (the “*University*”), in Lake Charles, Louisiana is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Board is authorized pursuant to La. R.S. 17:3361 through 17:3365 (the “*Act*”), and other constitutional and statutory authority supplemental thereto, to lease a portion of the campus of the University to Cowboy Facilities, Inc., a nonprofit corporation (the “*Corporation*”); and

WHEREAS, the Board now desires to authorize the execution of a Facilities Lease where student housing facilities constructed by the University (the “*Facilities*”) on its campus will be leased by the Corporation, as constructed, to the Board and a Ground Lease by and between the Board and the Corporation to lease the Land upon which the University constructed such Facilities.

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

SECTION 1. The foregoing whereas clauses are hereby incorporated by reference as though fully set forth herein.

SECTION 2. The forms of the Ground Lease and the Facilities Lease are hereby approved in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, with such additions, omissions, and changes as may be approved by may be made with the approval of counsel to the Board.

SECTION 3. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute the Ground Lease and the Facilities Lease, and any certificates, documents, agreements, or other items necessary.

SECTION 4. This Resolution shall become effective immediately upon adoption hereof.

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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the ____ day of June, 2023.

(Other items not pertinent hereto are omitted)

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

Certified to be a true copy:

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the “*Board*”), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on June 22, 2023 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FACILITIES LEASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF MCNEESE STATE UNIVERSITY TO COWBOY FACILITIES, INC.; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the ____ day of June, 2023.

Secretary

[SEAL]

EXHIBIT A

FORM OF
GROUND AND BUILDINGS LEASE AGREEMENT

EXHIBIT B
FORM OF
FACILITIES LEASE

GROUND AND BUILDINGS LEASE AGREEMENT

by and between

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
STATE OF LOUISIANA
(as Lessor)

And

COWBOY FACILITIES, INC.
(as Lessee)

Dated as of _____ 1, 2023

TABLE OF CONTENTS

ARTICLE 1 LEASE OF PROPERTY - TERMS OF LEASE..... 1
ARTICLE 2 DEFINITIONS..... 2
ARTICLE 3 RENT 4
ARTICLE 4 USE OF LAND AND FACILITIES 4
ARTICLE 5 RESERVED 4
ARTICLE 6 ENCUMBRANCES 4
ARTICLE 7 MAINTENANCE AND REPAIR; INSURANCE..... 5
ARTICLE 8 CERTAIN LIENS PROHIBITED 5
ARTICLE 9 OPERATION AND MANAGEMENT OF FACILITIES 5
ARTICLE 10 INDEMNIFICATION..... 6
ARTICLE 11 TERMINATION, DEFAULT AND REMEDIES 6
ARTICLE 12 TITLE TO THE FACILITIES 7
ARTICLE 13 CONDEMNATION 7
ARTICLE 14 ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION'S
INTEREST..... 8
ARTICLE 15 COMPLIANCE CERTIFICATES 8
ARTICLE 16 TAXES AND LICENSES..... 9
ARTICLE 17 FORCE MAJEURE 9
ARTICLE 18 MISCELLANEOUS 9

EXHIBIT A - PROPERTY DESCRIPTION
EXHIBIT B - PERMITTED ENCUMBRANCES
EXHIBIT C - FORM OF MEMORANDUM OF GROUND LEASE

GROUND AND BUILDINGS LEASE AGREEMENT

This GROUND AND BUILDINGS LEASE AGREEMENT dated as of _____ 1, 2023 (the “*Ground Lease*”) is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, (the “*Board*”) a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of McNeese State University (the “*University*”), represented herein by the University President, Dr. Daryl V. Burckel, and COWBOY FACILITIES, INC., a Louisiana a non-profit corporation represented herein by its Chairman, (the “*Corporation*”).

WITNESSETH

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

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

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3365, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University provided the Corporation is thereby obligated to provide capital improvements for furthering the educational, scientific, research or public service functions of the Board;

WHEREAS, the University has caused the development and construction of student housing facilities (the “*Facilities*”) and related facilities for students, faculty and staff on its campus (the “*Campus*”), on immovable property owned by, or under the supervision of the Board and located on the University Campus in the City of Lake Charles, Calcasieu Parish, Louisiana (the “*Land*”);

WHEREAS, the Board deems it advisable to lease the Land upon which the Facilities are constructed and the Facilities to the Corporation pursuant to this Ground Lease; and

WHEREAS, the Board and the Corporation now desire to enter into this Ground Lease to provide for the matters herein.

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

ARTICLE 1
LEASE OF PROPERTY - TERMS OF LEASE

Section 1.1 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the immovable property (the “*Land*”) more particularly described on Exhibit A attached hereto, together with all existing improvements, alterations, additions and attached fixtures located on the Land, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to Permitted Encumbrances described on Exhibit B attached hereto.

Section 1.2 Habendum. To have and to hold the Land together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, its successors and assigns, for the term set forth in Section 1.3 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.3 Term. Unless terminated in writing by all parties involved, this Ground Lease shall continue and remain in full force and effect beginning on the Commencement Date and ending on December 31, 2033 the “*Expiration Date*”).

ARTICLE 2 DEFINITIONS

Section 2.1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the preamble hereto or in the Indenture. In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings:

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

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

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

“*Board*” means Board of Supervisors for the University of Louisiana System, a constitutional corporation organized and existing under the laws of the State of Louisiana.

“*Board Representative*” means one or more of the persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board’s rights and performing the Board’s obligations under this Ground Lease; the Board Representative shall be the President of the University, President of the University of Louisiana System, or his or her designee, the Assistant Vice President for Facilities Planning of the University of Louisiana System or his or her designee, of whom the Corporation has been notified in writing.

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

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

[“*Commencement Date*” means _____ 1, 2023.]

“*Corporation*” means Cowboy Facilities, Inc., a non-profit corporation organized and existing under the laws of the State and an organization described under Section 501(c)(3) of the Code for the benefit of the University and also includes every successor corporation and transferee of the Corporation.

“*Event of Default*” means any matter identified as an event of default under Section 11.1 hereof.

[“*Expiration Date*” means the expiration date of this Ground Lease as set forth in Section 1.3 hereof.]

“*Facilities*” means the student housing facilities described in Exhibit A to the Facilities Lease.

“*Facilities Lease*” means that certain Facilities Lease dated as of _____ 1, 2023, including the exhibits attached thereto, by and between the Board, as Lessee, and the Corporation, as Lessor, as the same may be further supplemented and amended.

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

“*Governmental Authority*” means any 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.

“*Ground Lease*” means this Ground and Buildings Lease Agreement dated as of _____ 1, 2023, including the exhibits attached thereto, by and between the Board, as Lessee, and the Corporation, as Lessor, as the same may be further supplemented and amended.

“*Land*” means the real property more particularly described on Exhibit A attached hereto, upon which the Facilities are located, together with all other rights and interests leased pursuant to Section 1.1 hereof.

“*Permitted Use*” shall have the meaning set forth in the Facilities Lease.

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

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

“*Term*” means the term of this Ground Lease as set forth in Section 1.3 hereof.

“*University*” means McNeese State University in Lake Charles, Louisiana.

ARTICLE 3
RENT

Section 3.1 Rent. Commencing on the Commencement Date and continuing throughout the Term the Corporation shall pay to the Board, at the address set forth in Section 18.2 or such other place as the Board may designate from time to time in writing, as annual rent for the Land (“*Rent*”), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date 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 Ground Lease by the Board, the Corporation agrees to execute and perform its obligations under the Facilities Lease and all other documents contemplated by and ancillary to this Ground Lease and the Facilities Lease.

ARTICLE 4
USE OF LAND AND FACILITIES

Section 4.1 Purpose of Ground Lease. The Corporation enters into this Ground Lease for the purpose leasing the Facilities from the Board. Except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.2 Benefit of the Board and the University. The Board shall own and lease the Facilities for the support, maintenance or benefit of the Board and the University. The Facilities shall be owned and leased for a purpose related to the performance of the duties and functions of the Board and the University.

Section 4.3 Reserved.

Section 4.4 Compliance with Statutory Requirements. Section 3361, et seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation: the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362(A) of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground Lease or specifically referenced in this Ground Lease; the waiver by written consent of the Board’s right to require removal of the Facilities referenced in Section 3362(B) of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground Lease.

ARTICLE 5
RESERVED

ARTICLE 6
ENCUMBRANCES

Section 6.1 Mortgage of Leasehold or the Facilities. The Corporation shall not mortgage, lien, alienate or grant a security interest in the Corporation’s leasehold interest in the Land or the Facilities or any other right of the Corporation hereunder.

ARTICLE 7
MAINTENANCE AND REPAIR; INSURANCE

Section 7.1 Maintenance, Repairs and Renovations. The Board shall be responsible for maintaining the grounds and landscaping of the Land in accordance with Section 8 of the Facilities Lease.

ARTICLE 8
CERTAIN LIENS PROHIBITED

Section 8.1 No Mechanics' Liens. Except as permitted in Section 8.2 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 Land nor against the Corporation's leasehold interest in the Land or the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.2 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's Interest endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of ten percent (10%) per annum.

Section 8.3 Memorandum of Recitals. The memorandum of lease to be filed pursuant to Section 18.4 of this Ground Lease shall state that any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

ARTICLE 9
OPERATION AND MANAGEMENT OF FACILITIES

Section 9.1 Management of Facilities. The Board owns title to the Facilities and shall operate and manage the Facilities or cause the Facilities to be operated and managed on its behalf in accordance with the Section 8 of the Facilities Lease.

Section 9.2 Books and Records. The Corporation, for the Board, shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively the results of its operation of the Facilities. The Corporation, for the Board, shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Corporation.

Section 9.3 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 10 INDEMNIFICATION

Section 10.1 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.2 Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

ARTICLE 11 TERMINATION, DEFAULT AND REMEDIES

Section 11.1 Events Of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Corporation under this Ground Lease.

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

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

(c) The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

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

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

Section 11.2 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 11.3 Termination of Right of Occupancy. In the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to take possession of the Facilities in its own right for the remaining Term of this Ground Lease. Upon such event, the Corporation hereby agrees to convey all of its right, title and interest under this Ground Lease and the Facilities Lease to the Board.

Section 11.4 Rights of The Board Cumulative. All rights and remedies of the Board provided for and permitted in this Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Board of a breach of any of the covenants, conditions or restrictions of this Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

ARTICLE 12 TITLE TO THE FACILITIES

Section 12.1 Title to Facilities. Title to the Facilities is vested in the Board, subject to the provisions of this Ground Lease.

ARTICLE 13 CONDEMNATION

Section 13.1 Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Board apportioned as of the date of the Taking or the last date of Occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.2 Partial Condemnation. Upon a temporary Taking or a Taking of less than all of the Land, the Board, at its election, may terminate this Ground Lease by giving the Corporation notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Facilities cannot be economically and feasibly used by the Board for its intended purposes under the Facilities Lease. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Land and the Board decides not to terminate this Ground Lease, the Board and the Corporation shall either amend this Ground Lease or enter into a new lease so as to cover an adjacent portion of the University Campus, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.3 Facilities Lease. If this Ground Lease is terminated under either Section 13.1 or 13.2 hereof but the Board decides to restore or replace the Facilities in accordance with the Facilities Lease, the Board and the Corporation agree to enter into a new lease of a portion of the University Campus necessary to place thereon the Facilities and to enter into a new facilities lease covering such replacement facilities.

Section 13.4 Effect on Ground Lease. Any termination of this Ground Lease pursuant to the provisions of this Article Thirteen shall be subject to the provisions of Section 1.3 hereof.

ARTICLE 14

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

Section 14.1 Assignment of Leasehold Interest. Except as expressly provided for in this Article Fourteen, the Corporation shall not have the right to sell, assign or otherwise transfer the leasehold estate created by this Ground Lease, its fee interest in the Facilities or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board.

Section 14.2 Subletting. The Corporation is not authorized to sublet the leasehold estate or the Facilities.

Section 14.3 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 Ground Lease.

ARTICLE 15

COMPLIANCE CERTIFICATES

Section 15.1 The Corporation's Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Board's Interest or by any other Person.

Section 15.2 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 Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default (or, to the best of its knowledge) has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) during the renovation period, the status of renovation of the Facilities and the estimated date of completion thereof; and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Ground 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 16
TAXES AND LICENSES

Section 16.1 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 Facilities or upon any of the Corporation's property used in connection therewith or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.1 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.2 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 17
FORCE MAJEURE

Section 17.1 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within ten (10) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE 18
MISCELLANEOUS

Section 18.1 Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Ground Lease, is prohibited.

Section 18.2 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

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

with copies to:

McNeese State University
Post Office Box 92535
Lake Charles, Louisiana 70609
Attention: President

If to the Corporation:

Cowboy Facilities, Inc.
c/o Facilities and Plant Operations
P. O. Box 90460
Lake Charles, LA 70609-9460

Section 18.3 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 acts of the parties hereto creates a relationship other than the relationship of the Board and the Corporation.

Section 18.4 Memorandum of Lease. Neither the Board nor the Corporation shall file this Ground Lease for record in Calcasieu Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof the Board and the Corporation agree to execute in recordable form a memorandum of this Ground Lease in the form of Exhibit C attached hereto. Such memorandum shall be filed for record in Calcasieu Parish, Louisiana.

Section 18.5 Attorney's Fees. If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.6 Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Calcasieu Parish, Louisiana.

Section 18.7 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 Land during the Term and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all Persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease.

Section 18.8 Curative Matters. Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land useable for the Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Land usable for the Corporation's purpose.

Section 18.9 Nonwaiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of the Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Board or the Corporation of any provision of this Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

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

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

Section 18.12 Severability. If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By: _____

Dr. Daryl V. Burckel, President
McNeese State University
Board Representative

NOTARY PUBLIC

Print Name: _____

La. Bar or Notary ID Number: _____

Lifetime Commission

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Buildings Lease Agreement on behalf of Cowboy Facilities, Inc., on the __ day of _____, 2023.

WITNESSES:

COWBOY FACILITIES, INC.

By: _____

[**Larry R. Derouen**], Chairman

NOTARY PUBLIC

Print Name: _____

La. Bar or Notary ID Number: _____

Lifetime Commission

EXHIBIT A

PROPERTY DESCRIPTION

[TO COME]

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Reservation by the Board of its rights to all oil, gas and associated hydrocarbons, and all other minerals, mineral substances, and mineral deposits of any kind or character, whether solid, liquid, or gaseous; provided, however, that the Board hereby has waived all rights to the use of the surface of the Land in connection with the exploration, development, production or transport of said oil, gas and minerals during the term of this Ground Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: _____
Dr. Daryl V. Burckel, President
McNeese State University
Board Representative

NOTARY PUBLIC
Print Name: _____
La. Bar or Notary ID Number: _____
Lifetime Commission

IN WITNESS WHEREOF, the undersigned representative has signed this Memorandum of Lease on behalf of Cowboy Facilities, Inc., on the ___ day of _____, 2023.

WITNESSES:

COWBOY FACILITIES, INC.

By: _____
[**Larry R. Derouen**], Chairman

NOTARY PUBLIC
Print Name: _____
La. Bar or Notary ID Number: _____
Lifetime Commission

FACILITIES LEASE

by and between

COWBOY FACILITIES, INC.
(as Lessor)

and

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
(as Lessee)

Dated as of _____, 2023

TABLE OF CONTENTS

SECTION 1. Definitions..... 1

SECTION 2. Agreement to Lease: Term of Facilities Lease 5

SECTION 3. Acknowledgments, Representations and Covenants of the Board..... 5

SECTION 4. Representations and Covenants of the Corporation 5

SECTION 5. Waiver and Disclaimer of Warranties..... 6

SECTION 6. Reserved..... 6

SECTION 7. Rental 7

SECTION 8. Operation, Alterations, Maintenance, Repair, Replacement and Security Service..... 8

SECTION 9. Utilities..... 9

SECTION 10. Insurance 9

SECTION 11. Condemnation, Casualty and Other Damage 10

SECTION 12. Application of Insurance Proceeds: Condemnation Award 10

SECTION 13. Encumbrances 11

SECTION 14. Reserved..... 12

SECTION 15. Additions and Improvements Removal..... 12

SECTION 16. Right of Entry 12

SECTION 17. Mortgage Prohibition 12

SECTION 18. Sale of Facilities; Attornment; and Conveyance and Transfer of the Corporation's Interest..... 12

SECTION 19. Quiet Enjoyment 12

SECTION 20. Environmental Compliance and Indemnity. 13

SECTION 21. The Corporation's Reservation of Rights..... 13

SECTION 22. Default by the Board..... 14

SECTION 23. Cumulative Remedies 14

SECTION 24. Reserved..... 15

SECTION 25. Severability 15

SECTION 26. Reserved..... 15

SECTION 27. Reserved..... 15

SECTION 28. Execution 15

SECTION 29. Law Governing 15

SECTION 30. Nondesignation of Funds 15

SECTION 31. Exculpatory Provision..... 15

SECTION 32. Amendments 16

SECTION 33. Recording..... 16

SECTION 34. No Construction Against Drafting Party..... 16

SECTION 35. Time of the Essence 16

SECTION 36. No Waiver 16

SECTION 37. Survival 16

SECTION 38. Reserved..... 16

SECTION 39. Estoppel Certificates 16

SECTION 40. Waiver of Jury Trial 17

SECTION 41. Written Amendment Required 17

SECTION 42. Entire Agreement 17

SECTION 43. Signs 17

SECTION 44. Litigation Expenses..... 17

SECTION 45. Brokers 17

SECTION 46. No Easements for Air or Light..... 17

SECTION 47. Binding Effect 17

SECTION 48. Rules of Interpretation 17

SECTION 49. Relationship of Parties 18

SECTION 50. Law Between the Parties 18

SECTION 51. Notices 18

SECTION 52. Reserved..... **Error! Bookmark not defined.**

EXHIBIT A - FACILITIES DESCRIPTION
EXHIBIT B - FORM OF MEMORANDUM OF LEASE

FACILITIES LEASE

This FACILITIES LEASE (the “*Facilities Lease*”), dated as of _____ 1, 2023, is entered into by and between COWBOY FACILITIES, INC., a Louisiana non-profit corporation represented herein by its Chairman (the “*Corporation*”), and the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, (the “*Board*”) a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of McNeese State University (the “*University*”), represented herein by the University President, Dr. Daryl V. Burckel.

WITNESSETH:

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

WHEREAS, the Board owns, or has under its supervision and management, the ground on which the University's Facilities (as such term is defined herein) is located;

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

WHEREAS, pursuant to La. R.S.17:3361 through 17:3365, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus or other immovable property of the University;

WHEREAS, in order to further the functions of the Board, it is deemed advisable that the student housing facilities described in Exhibit A (the “*Facilities*”) developed and constructed on the campus of the University be leased to the Corporation whereby such Facilities will be leased back to the Board;

WHEREAS, the Board and the Corporation have agreed to enter into a Ground Lease (hereinafter defined) whereby the Board will lease the land upon which the Facilities are constructed to the Corporation; and

WHEREAS, the Board and the Corporation now desire to enter into this Facilities Lease to provide for the matters herein.

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

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

“*Additional Rental*” means the amounts specified as such in Section 7(c) of this Facilities Lease.

“*Base Rental*” means the amounts referred to as such in Section 7(b) of this Facilities Lease (as such amounts may be adjusted from time to time in accordance with the terms hereof) but does not include Additional Rental.

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

“*Board Representative*” means 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 Facilities Lease; the Board Representative shall be the President of the University, the President of the University of Louisiana System, or his or her designee, the Assistant Vice President for Facilities Planning of the University of Louisiana System, or his or her designee, of whom the Corporation has been notified in writing.

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

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

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

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

[“*Commencement Date*” means _____ 1, 2023.]

“*Corporation*” means Cowboy Facilities, Inc., a non-profit corporation organized and existing under the laws of the State and an organization described under Section 501(c)(3) of the Code for the benefit of the University and also includes every successor corporation and transferee of the Corporation.

“*Default or Delay Rental*” means and shall consist of (i) all amounts, fees or expenses which the Corporation may be legally obligated to pay to Other Parties by reason of any default of the Board hereunder or any delay in payment of any sums due by the Board hereunder; and (ii) all costs, expenses and charges, including reasonable counsel fees, incurred by the Corporation whether by suit or otherwise, in collecting sums payable hereunder or in enforcing any covenant or agreement of the Board contained in this Agreement or incurred in obtaining possession of the Facilities after default by the Board which shall be due not later than 30 days from notification that such Default or Delay Rentals are owed.

“*Designated Funds*” means funds budgeted by the University for the payment of Rental from Auxiliary Services Funds.

“*Encumbrance*” means any lien, mortgage, encumbrance, privilege, charge, option, right of first refusal, conditional sales contract, security interest, mechanic's and materialmen's liens, or any lien or

encumbrance securing payment of any Claims, including environmental Claims, or of any charges for labor, materials, supplies, equipment, taxes, or utilities, excluding the Option granted to the Board herein.

“*Environmental Requirements*” means all State, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative, judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements in effect on or prior to the Commencement Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants, and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §30); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C. 33:III.2595) including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

“*Expiration Date*” means the expiration date of this Facilities Lease as set forth in Section 2 hereof.

“*Facilities*” means the student housing facilities described in Exhibit A to this Facilities Lease.

“*Facilities Lease*” means this Facilities Lease dated as of _____ 1, 2023, including the exhibits attached thereto, by and between the Board, as Lessee, and the Corporation, as Lessor, as the same may be further supplemented and amended.

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

“*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.

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

“*Ground Lease*” means that Ground and Buildings Lease Agreement dated as of _____ 1, 2023, including the exhibits attached thereto, by and between the Board, as Lessee, and the Corporation, as Lessor, as the same may be further supplemented and amended.

“*Hazardous Substance*” means (a) any “hazardous substance” as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam

insulation; or (t) 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.

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

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

“*Management Agreement*” means Management Agreement dated as of _____ 1, 2023, by and between the Management Company and the Corporation.

[“*Management Company*” means]

“*Management Fee*” means the fee owed to the manager of the Facilities pursuant to the contract in place from time to time between the Management Company and the Corporation, as approved by the Board.

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

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

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

“*Permitted Use*” means the operation of the Facilities for purposes related to the mission of the Corporation and the University.

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

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

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

“*State*” means the State of Louisiana.

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

“*Facilities Lease*” means this Facilities Lease dated as of _____ 1, 2023, by and between the Board and the Corporation.

“*Trustee*” means the trustee acting in its capacity as such under the Indenture or any successor appointed as therein provided.

“*University*” means McNeese State University.

“*University Representative*” means the Vice President for Business Affairs.

SECTION 2. Agreement to Lease: Term of Facilities Lease. The Corporation hereby leases Facilities to the Board, and the Board hereby leases the Facilities from the Corporation effective as of the Commencement Date of this Facilities Lease and agrees to pay the Base Rental and the Additional Rental as provided herein for the use and occupancy of the Facilities, all on the terms and conditions set forth herein. The Board understands and agrees that Rental shall accrue from the Commencement Date hereof. The Term of this Facilities Lease begins on the Commencement Date and ends on December 31, 2033 (the “*Expiration Date*”), but this Facilities Lease is automatically renewable up to five years.

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

(a) The Board has full power and authority to enter into this Facilities Lease and the Ground Lease, and agrees to perform all of its obligations hereunder and under the Ground Lease;

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

(c) The execution and delivery of this Facilities Lease and the Ground Lease, and compliance with the provisions hereof, will not conflict with or constitute on the part of the Board a violation of, breach of, or default under any constitutional provision, statute, law, resolution, bond indenture or other financing agreement or any other agreement or instrument to which the Board is a party or by which the Board is bound, or any order, rule or regulation of any court or Governmental Authority or body having jurisdiction over the Board or any of its activities or properties with respect to the Facilities; and all consents, approvals or authorizations required of the Board for the consummation of the transactions contemplated hereby have been obtained or timely will be obtained;

(d) Other than that which was previously disclosed, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Board, wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Facilities Lease and the Ground Lease;

(e) The use of the Facilities is essential to the operation of the University by providing student housing facilities for students, faculty and staff of the University. The Board presently intends to make all payments for use of the Facilities. There are no alternative facilities available for use as contemplated for the Facilities.

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

(a) The Corporation has been validly created under the Louisiana Nonprofit Corporation Law, is currently in good standing under the laws of the State, has the power to enter into the transactions

contemplated by, and to carry out its obligations under this Facilities Lease and the Ground Lease. The Corporation is not in breach of or in default under any of the provisions contained in any contract, instrument or agreement to which it is a party or in any other instrument by which it is bound. By proper action of its Board of Directors, the Corporation has been duly authorized to execute and deliver this Facilities Lease and the Ground Lease.

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

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

SECTION 5. Waiver and Disclaimer of Warranties.

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

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

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

SECTION 6. Reserved.

SECTION 7. Rental.

(a) The Board, for and in consideration of the Corporation entering into the Ground Lease and subleasing the Facilities to the Board pursuant to the terms hereof, hereby covenants and agrees to pay the Base Rental and Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the total of the rental payable under this Facilities Lease.

(b) Payments of Base Rental shall be due in the sum of \$1.00 per year. The Base Rental shall be due and payable annually in advance, with the first such payment of Base Rental being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

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

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

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

(iii) insurance premiums and other charges for insurance obtained with respect to the Facilities including insurance premiums, if any, on all insurance required under the provisions of Section 10 of this Facilities Lease;

(iv) any Default or Delay Rentals;

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

(vi) litigation expenses, if any, incurred pursuant to Section 44 hereof;

(vii) the Management Fee to the Management Company pursuant to the Management Agreement;

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

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

Amounts constituting Additional Rental payable hereunder shall be paid by the Board directly to the person or persons to whom such amounts shall be due. The Board shall pay all such amounts when due or within ninety (90) days after notice in writing from the Trustee to the Board stating the amount of the Additional Rental then due and the purpose thereof.

(d) Subject to the foregoing and Section 30 hereof, the obligations of the Board to make payments pursuant to this Facilities Lease, and to perform and observe the other agreements and covenants on its part contained herein, shall be absolute and unconditional and shall not be subject to any diminution,

abatement, set-off, or counterclaim for any reason whatsoever. The Corporation and the Board acknowledge and agree that the obligation of the Board to pay Rental shall constitute a current expense of the Board payable by the Board from funds budgeted and designated in accordance with law for and in consideration of the right to use the Facilities during the Term and that such obligation shall not in any manner be construed to be a debt of the Board in contravention of any constitutional or statutory limitations or requirements concerning indebtedness of the Board and nothing contained herein shall constitute a pledge, lien or encumbrance upon any specific tax or other revenues of the Board.

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

SECTION 8. Operation, Alterations, Maintenance, Repair, Replacement and Security Service.

(a) The Board shall be responsible for procuring and maintaining or cause to be procured and maintained all services necessary or required in order to adequately operate the Facilities. Pursuant to the Management Agreement, the Corporation has contracted with the Management Company to provide operations and management services of the Facilities. The University and the Board consent to the Corporation's continued acquisition of operations and management services from the Management Company.

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

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

(d) The Board and/or the University shall provide or cause to be provided all security service, custodial service, janitorial service, trash disposal, and all other services necessary for the proper upkeep and maintenance of the Facilities as required herein. The Board acknowledges that the Corporation has made no representation or warranty with respect to systems and/or procedures for the security of the

Facilities, any persons occupying, using or entering the Facilities, or any equipment, furnishings, or contents of the Facilities. It is the responsibility of the Board, through the Corporation and/or the University to cause to be provided or to provide for the security of persons on or entering the Facilities and/or property located at the Facilities, in accordance with reasonable and prudent business practices.

SECTION 9. Utilities. All utilities which are used or consumed in or upon or in connection with the Facilities during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash removal, light, cable, heat, telephone, power, computer data and other utilities necessary for the operation of the Facilities ("*Utility Services*") shall be the responsibility of the Board and/or the University. Payments for Utility Services provided to the entire Facilities or to the common areas of the Facilities under such contract or contracts therefor as the Board or the University may make shall be made by the Board or the University directly to the respective utility companies furnishing such Utility Services.

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

SECTION 10. Insurance.

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

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

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

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

(iv) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof;

(v) A policy of rental interruption insurance in the amount of at least one year's rental.

(b) All insurance required in this Section and all renewals of such insurance, with the exception of self-insurance or commercial insurance procured through the State of Louisiana, Division of Administration's Office of Risk Management (“ORM”), shall be issued by commercial insurers authorized to transact business in the State, and rated at least A- by Best's Insurance Reports (property/liability) or in the two highest rating categories of Standard and Poor. All insurance policies provided or caused to be provided by the Corporation shall expressly provide that the policies shall not be cancelled or altered without thirty (30) days' prior written notice to the Board; and shall, to the extent obtainable, provide that no act or omission of the Corporation, or other provider of the insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

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

(d) Proceeds of insurance received and/or the amount of any loss that is self-insured with respect to destruction of or damage to any portion of the Facilities by fire, earthquake or other casualty or event shall be paid to the Board.

(e) Any policy of self-insurance (other than through ORM) shall be verified each year to the Board by an independent expert as to the sufficiency of the self-insurance program and the reserves.

SECTION 11. Condemnation, Casualty and Other Damage. The risk of loss or decrease the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively “*Casualty*”) or in consequence of any foreclosures, attachments, levies or executions; or the taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings (collectively “*Expropriation*”) is expressly assumed by the Board. The Corporation and the Trustee shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Board to any abatements, set-offs or counter claims with respect to its Base Rental, Additional Rental or any other obligation hereunder.

SECTION 12. Application of Insurance Proceeds: Condemnation Award.

(a) If all or any portion of the Facilities is damaged or destroyed by a Casualty, or is taken by Expropriation proceedings, 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 repair, restoration, or replacement thereof; provided however, that the Corporation shall in

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

(b) In the event it is necessary to restore or replace the Facilities in a different location because of the Expropriation of all or a portion of the Facilities, the Corporation and the Board agree to amend or enter into a new Facilities Lease and Ground Lease in accordance with Sections 13.02 and 13.03 of the Ground Lease. In the event the Board, pursuant to the Ground Lease, decides not to repair, restore or replace the Facilities for any reason, all insurance proceeds received or payable as a result of such Casualty, or all proceeds received or payable as a result of Expropriation proceedings (including payments received or payable in lieu of Expropriation) shall be paid to the Trustee and this Facilities Lease and the Ground Lease shall terminate.

SECTION 13. Encumbrances.

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

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

(c) Notice of Nonresponsibility. The Corporation will have the right to post notices of nonresponsibility or similar written notices on the Facilities in order to protect the Facilities against any such claimants.

SECTION 14. Reserved.

SECTION 15. Additions and Improvements Removal. All alterations, fixtures, improvements, and additions made to, in, or on the Facilities by the Board or the University, and all equipment placed upon the Facilities, which are incorporated into or made component parts of the Facilities shall remain the property of the Board.

Title to all property, furniture, equipment, fixtures, and other property installed at or placed upon the Facilities by the Board which is not incorporated into or made a component part of the Facilities shall remain the property of the Board. The Board hereby agrees to replace such property from time to time as such property becomes worn out, obsolete, inadequate, unsuitable or undesirable. The Board may add to or remove such property from time to time, and upon expiration of the Term, provided that the Board repairs any damage to the Facilities caused by such removal.

SECTION 16. Right of Entry. Representatives of the Corporation shall, subject to reasonable security precautions, and upon giving the Board not less than 24 hours advance Notice, have the right to enter upon the Facilities during reasonable business hours and in accordance with applicable law with respect to inspection of individual living quarters (and in emergencies without notice and at all times) accompanied by a Board Representative or a University Representative (i) to inspect the same, (ii) for any purpose connected with the rights or obligations of the Corporation under this Facilities Lease, or (iii) for all other lawful purposes.

SECTION 17. Mortgage Prohibition. The Corporation shall not be entitled to mortgage or grant a security interest in the Facilities.

SECTION 18. Sale of Facilities; Attornment; and Conveyance and Transfer of the Corporation's Interest. If a person other than the Corporation shall succeed to the rights of the Corporation hereunder (in any case with the prior written consent of the Board as required hereby), upon the declaration of the successor to the Corporation's interest in this Facilities Lease, the Board agrees to fully attorn to and recognize any such successor as the Board's landlord under this Facilities Lease upon the then existing terms of this Facilities Lease, provided that such successor shall agree in writing to accept the Board's attornment and not to disturb the Board's possession so long as the Board shall observe the provisions and all covenants of this Facilities Lease. This attornment provision shall inure to the benefit of any such successor and shall be self-operative upon the election and declaration by such successor, and no further instrument shall be required to give effect to the provisions. However, the Board agrees to evidence and confirm the foregoing attornment provisions by the execution and delivery of instruments in recordable form satisfactory to such successor.

SECTION 19. Quiet Enjoyment. The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or the University, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Facilities during the Term and may exercise all of its rights hereunder; and the Corporation agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment and the leasehold interest in and to the Facilities against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Lease.

SECTION 20. Environmental Compliance and Indemnity.

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

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

SECTION 21. The Corporation's Reservation of Rights.

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

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

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

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

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Corporation contained in this Facilities Lease or any Claim based thereon against the Corporation or of any successor thereto or member thereof, either directly or through the Corporation whether by virtue of any constitutional provision, statute, or rule of law. This Facilities Lease and the obligations of the Corporation thereunder, and any Claim asserted against the Corporation are solely corporate obligations,

and the enforcement of any obligation or Claim shall be limited solely to the Corporation's interest in the Facilities. No personal liability shall attach to, or be incurred by, any officer, director, agent, employee or member of the Corporation and the Board acknowledges that all personal liability of any character against every such officer, director, agent, employee or member by the execution of this Facilities Lease, is expressly waived and released, except to the extent that such liability relates to any criminal acts, intentional misconduct, or fraud. The immunity of any officer, director, agent, employee or member of the Corporation under the provisions contained in this Section 21 shall survive any acquisition of the Facilities by the Board and the expiration or other termination of this Facilities Lease.

SECTION 22. Default by the Board.

(a) If (i) the Board, on behalf of the University, shall fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Section 7 hereof by the close of business on the day such deposit is required pursuant to Section 7 hereof, or (ii) the Board shall fail to pay or discharge any monetary obligation under this Lease (other than the payment of Base Rental) as and when due, or within 30 days after receipt of Notice from the Corporation that such sums are due and owing; or (iii) the Board shall breach any non-monetary terms, covenants or conditions herein, and shall fail to remedy any such breach with all reasonable dispatch within a reasonable period of time (or such longer period as the Trustee may approve) after written notice thereof from the Corporation and/or the University to the Board, then and in any such event the Board shall be deemed to be in default hereunder, and the Corporation shall have the right, at its option, without any further demand or notice to terminate this Facilities Lease on the earliest date permitted by law or on any later date specified in any Notice given to the Board, in which case the Board's right to possession of the Facilities will cease and this Facilities Lease will be terminated, without, however, waiving the Corporation's right to collect all Rental and other payments due or owing for the period up to the time the Corporation regains possession (and which have been designated for payment to the Corporation under this Facilities Lease, but not paid by the Corporation), and to enforce other obligations of the Board which survive termination of this Facilities Lease, and in such event the Corporation may without any further demand or notice re-enter the Facilities and eject all parties in possession thereof. The foregoing remedies of the Corporation are in addition to and not exclusive of any other remedy of the Corporation available at law. Any such reentry shall be allowed by the Board without hindrance, and the Corporation shall not be liable in damages for any such re-entry or be guilty of trespass. The Corporation understands and agrees that upon its termination of the Board's right to possession of the Facilities or termination of this Facilities Lease, the Corporation upon its re-entry of the Facilities shall only be allowed to use the Facilities for the Permitted Use and shall be subject to all applicable Governmental Regulations heretofore or hereafter enacted by any Governmental Authority relating to the use and operation of the Facilities.

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

SECTION 23. Cumulative Remedies. Each right and remedy provided for in this Facilities Lease is cumulative and is in addition to every other right or remedy provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Corporation of anyone or more of the rights or remedies provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the Corporation of any or all other rights or remedies provided for in this Facilities Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by the Corporation in collecting any amounts and damages owing by the Board pursuant to the provisions of this Facilities Lease or to enforce any provision of this Facilities Lease, including reasonable Litigation Expenses from the date any such matter is turned over to an

attorney, whether or not one or more actions are commenced by the Corporation, will also be recoverable by the Corporation from the Board. The waiver by the Corporation of any breach by the Board and the waiver by the Board of any breach by the Corporation of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 24. Reserved.

SECTION 25. Severability. If any provisions of this Facilities Lease shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Facilities Lease shall not affect the remaining portions of this Facilities Lease, or any part thereof.

SECTION 26. Reserved.

SECTION 27. Reserved.

SECTION 28. Execution. This Facilities Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Facilities Lease.

SECTION 29. Law Governing. This Facilities Lease is made in the State under the Constitution and laws of the State and is to be governed by the laws of the State.

SECTION 30. Nondesignation of Funds. In the event no funds or insufficient funds are lawfully designated in any Fiscal Year enabling the payment of Base Rental and Additional Rental payments due during the next succeeding Fiscal Year, the Board will immediately notify the Corporation of such occurrence. On the first day of the month following the Base Rental payment date on which the last payment of Base Rental can be made in full from Auxiliary Services Funds, this Facilities Lease shall terminate without penalty or expense to the Board of any kind whatsoever, except as to the portions of Base Rental and Additional Rental payments herein agreed upon for Fiscal Years for which sufficient funds have been lawfully budgeted. In the event of such termination, the Board agrees peaceably to surrender possession of the Facilities to the Corporation on the date of such termination in its original condition (normal wear and tear excepted).

SECTION 31. Exculpatory Provision. In the exercise of the powers of the Corporation and its trustees, officers, employees and agents under this Facilities Lease and the Indenture, the Corporation shall not be accountable or liable to the Board (i) for any actions taken or omitted by it or its officers, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Facilities Lease against any officer, employee or agent of the Corporation in his or her personal capacity, all such liability, if any, being expressly waived by the Board by the execution of this Facilities Lease, except to the extent that such liability relates to any criminal act, intentional misconduct or fraud.

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

SECTION 32. Amendments. This Facilities Lease may be amended only as permitted in Article VIII of the Agreement.

SECTION 33. Recording. The Corporation covenants and agrees that it will promptly record and from time to time re-record this Facilities Lease.

SECTION 34. No Construction Against Drafting Party. The Corporation and the Board acknowledge that each of them and their counsel have had an opportunity to review this Facilities Lease and that each Party was responsible for the drafting thereof.

SECTION 35. Time of the Essence. Time is of the essence of each and every provision of this Facilities Lease.

SECTION 36. No Waiver. The waiver by the Corporation of any agreement, condition, or provision contained in this Facilities Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Facilities Lease, nor will any custom or practice that may arise between the Parties in the administration of the terms of this Facilities Lease be construed to waive or to lessen the right of the Corporation to insist upon the performance by the Board in strict accordance with the terms of this Facilities Lease. The subsequent acceptance of Rental by the Corporation will not be deemed to be a waiver of any preceding breach by the Board of any agreement, condition, or provision of this Facilities Lease, other than the failure of the Board to pay the particular Rental so accepted, regardless of the Corporation's knowledge of such preceding breach at the time of acceptance of such Rental.

SECTION 37. Survival. To the extent permitted by law and to the extent such will not constitute the incurrence of debt by the Board, all of the Corporation's remedies and rights of recovery under Sections 20 and 21 of this Facilities Lease shall survive the Term hereof.

SECTION 38. Reserved.

SECTION 39. Estoppel Certificates. At any time and from time to time but within 10 days after prior written request by the Corporation, the Board will execute, acknowledge, and deliver to the Corporation, promptly upon request but only to the extent accurate, a certificate certifying (i) that this Facilities Lease is unmodified and in full force and effect or, if there have been modifications, that this Facilities Lease is in full force and effect, as modified, and stating the date and nature of each modification; (ii) the date, if any, to which Rental and other sums payable under this Facilities Lease have been paid; (iii) that no Notice of any default has been delivered to the Corporation which default has not been cured, except as to defaults specified in said certificate; (iv) such other matters as may be reasonably requested by the Corporation. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Facilities or any part thereof. The Board's failure to notify the Corporation of any inaccuracies in the proposed

certificate within the specified time period shall be conclusive evidence that the matters set forth in the certificate are accurate and correct.

SECTION 40. Waiver of Jury Trial. The Corporation waives trial by jury in any action, proceeding, or counterclaim brought by either of the Parties to this Facilities Lease against the other on any matters whatsoever arising out of or in any way connected with this Facilities Lease, the relationship of the Corporation and the Board, the Board's or the University's use or occupancy of the Facilities, or any other Claims arising hereunder.

SECTION 41. Written Amendment Required. No amendment, alteration, modification of, or addition to the Facilities Lease will be valid or binding unless expressed in writing and signed by the Corporation and the Board.

SECTION 42. Entire Agreement. This Facilities Lease and the exhibits and addenda, if any, contain the entire agreement between the Corporation and the Board. No promises or representations, except as contained in this Facilities Lease, have been made to the Board respecting the condition or the manner of operating the Facilities.

SECTION 43. Signs. The Board or the University may attach any sign on any part of the Facilities, or in the halls, lobbies, windows, or elevator banks of the Facilities, without the Corporation's approval. The Board may name the Facilities and change the name, number, or designation of the Facilities, without the Corporation's prior consent.

SECTION 44. Litigation Expenses. The Board will pay the Corporation as Additional Rental all reasonable Litigation Expenses and all other reasonable expenses which may be incurred by the Corporation in enforcing any of the obligations of the Board under this Facilities Lease, in exercising its rights to recover against the Board for loss or damage sustained in accordance with the provisions of this Facilities Lease, or in any litigation or negotiation in which the Corporation shall, without its fault, become involved through or because of this Facilities Lease.

SECTION 45. Brokers. The Corporation and the Board respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Facilities.

SECTION 46. No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on any of the lands constituting the Facilities, or on lands adjacent to the Facilities, will in no way affect this Facilities Lease or impose any liability on the Corporation. This Facilities Lease does not grant any rights to light, view and/or air over the Facilities whatsoever.

SECTION 47. Binding Effect. The covenants, conditions, and agreements contained in this Facilities Lease will bind and inure to the benefit of the Corporation and the Board and their respective permitted assigns.

SECTION 48. Rules of Interpretation. The following rules shall apply to the construction of this Facilities Lease unless the context requires otherwise: (a) the singular includes the plural and the plural includes the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to "writing" include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words

“including,” “includes” and “include” shall be deemed to be followed by words “without limitation;” (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivision of sections), exhibits, appendices, annexes or schedules are to those of this Facilities Lease unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments; (h) references to Persons include their respective successors and assigns to the extent successors or assigns are permitted or not prohibited by the terms of this Facilities Lease; (i) any accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (j) “or” is not exclusive; (k) provisions apply to successive events and transactions; (l) references to documents or agreements which have been terminated or released or which have expired shall be of no force and effect after such termination, release, or expiration; (m) references to mail shall be deemed to refer to first-class mail, postage prepaid, unless another type of mail is specified; (n) all references to time shall be to Lake Charles, Louisiana time; (o) references to specific persons, positions, or officers shall include those who or which succeed to or perform their respective functions, duties, or responsibilities; and (p) the terms “herein,” “hereunder,” “hereby,” “hereof,” and any similar terms refer to this Facilities Lease as a whole and not to any particular articles, section or subdivision hereof.

SECTION 49. Relationship of Parties. The relationship of the Parties shall be one of lessor and lessee only, and shall not be considered a partnership, joint venture, license arrangement or unincorporated association. The Corporation is not controlled by the Board or under the control of any Person also in control of the Board.

SECTION 50. Law Between the Parties. This Facilities Lease shall constitute the law between the Parties, and if any provision of this Facilities Lease is in conflict with the provisions of “Title IX - Of Lease” of the Louisiana Civil Code, Articles 2669 through 2777, inclusive, the provisions of this Facilities Lease shall control.

SECTION 51. Notices. All notices, filings and other communications (“Notice”) shall be in writing and shall be sufficiently given and served upon the other parties if delivered by hand directly to the persons at the addresses set forth below, or shall be sent by first class mail, postage prepaid, addressed as follows:

The Corporation:

Cowboy Facilities, Inc.
c/o Facilities and Plant Operations
P. O. Box 90460
Lake Charles, Louisiana 70609-9460
Attention: Chairman

The Board:

Board of Supervisors for the University of Louisiana System
Claiborne Building
1201 N. Third Street, Suite 7-300
Baton Rouge, Louisiana 708082
Attention: Assistant Vice President for Finance & Administration

With copies at the same time to:

The University:

McNeese State University
P. O. Box 93300
Lake Charles, Louisiana 70609
Attention: Vice President for Business Affairs

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

COWBOY FACILITIES, INC.

By: _____
[**Larry R. Derouen**], Chairman

NOTARY PUBLIC
Print Name: _____
La. Bar or Notary ID Number: _____
Lifetime Commission

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: _____
Dr. Daryl V. Burckel, President
McNeese State University
Board Representative

NOTARY PUBLIC
Print Name: _____
La. Bar or Notary ID Number: _____
Lifetime Commission

EXHIBIT A
FACILITIES DESCRIPTION

[TO COME]

This Memorandum is executed for the purpose of recordation in the public records of Calcasieu 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 THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned representative has executed this Memorandum of Lease on behalf of Cowboy Facilities, Inc., on the __ day of _____, 2023.

WITNESSES:

COWBOY FACILITIES, INC.

By: _____
[Larry R. Derouen], Chairman

NOTARY PUBLIC
Print Name: _____
La. Bar or Notary ID Number: _____
Lifetime Commission

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

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: _____
Dr. Daryl V. Burckel, President
McNeese State University
Board Representative

NOTARY PUBLIC
Print Name: _____
La. Bar or Notary ID Number: _____
Lifetime Commission

EXHIBIT A TO MEMORANDUM OF LEASE
FACULTIES DESCRIPTION

[TO COME]

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

Item I.4. McNeese State University's request to begin the process of an exchange of a parcel of land owned by the University for property owned by the City of Lake Charles, as authorized by La. R.S. 17:3351.

EXECUTIVE SUMMARY

The University wishes to execute an exchange of a parcel of land owned by the University for a parcel of land owned by the City of Lake Charles. The Board of Supervisors for the University of Louisiana System, with and on behalf of McNeese State University, currently owns certain property on the North Side of McNeese Street on the Southwest corner of the McNeese Farm. The City of Lake Charles owns certain property at 4649 Common Street, currently the site of Lake Charles Fire Department Training Station which is currently unoccupied.

The University desires to acquire the Fire Station property for the public purpose of expanding its campus, and the City desires to acquire the University Commons property for the public purpose of developing a new central Fire Station.

The Parties wish to execute an Act of Exchange, in compliance with the law. This will include appraisals and environmental impact reports done on both properties, the legal requirement that there be equal value in the exchange with an equalizing payment if necessary, and obtaining all other approvals required for either party to complete the exchange.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to begin the process of an exchange of a parcel of land owned by the University for property owned by the City of Lake Charles, as authorized by La. R.S. 17:3351.

BE IT FURTHER RESOLVED, that the University will prepare the necessary documents for subsequent submission to the Board of Supervisors for the University of Louisiana System, and that University staff, UL System staff, and legal counsel shall assure that all documents conform to statutory and administrative requirements.

Executive Summary

June 22, 2023

Page 2

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

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



June 1, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval to execute an exchange of a parcel of land owned by the University in exchange for property owned by the City of Lake Charles.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 22, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DVB', written over a light blue horizontal line.

Dr. Daryl V. Burckel
President

Attachments

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

FACILITIES PLANNING COMMITTEE

June 22, 2023

Item I.5. McNeese State University's request for approval to enter into a Land Lease with the Eucharist J. Labry Revocable Trust for use of pastureland located near the McNeese State University Foundation Fuller Farm property.

EXECUTIVE SUMMARY

The Eucharist J. Labry Revocable Trust, owner of approximately 80 acres of pastureland located approximately one mile from the MSU Foundation Fuller Farm property, has offered to lease the land to McNeese State University for \$1,000 per year. McNeese would be required to properly maintain the pastureland and to maintain fences, gates, and other existing improvements to prevent its livestock from leaving the property.

The MSU Foundation Fuller Farm operation needs this additional pastureland for its current operations and its future goals. Over the past several years, the area has experienced unfavorable weather conditions. The additional land would be a valuable resource for providing more space and additional nutrition to the animals. Clean pastureland is a scarcity in the geographic area and especially pastureland that is in close proximity.

Also, the additional acreage could provide the University with an opportunity to diversify its agronomic education and research capabilities. The University is exploring agronomic research opportunities that would require more acreage. The lease term is for three years, which would begin on July 1, 2023 and terminate on June 30, 2026.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to enter into a Land Lease with the Eucharist J. Labry Revocable Trust for use of pastureland located near the McNeese State University Foundation Fuller Farm property.*

***BE IT FURTHER RESOLVED,** that McNeese State University 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.*

Executive Summary

June 22, 2023

Page 2

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

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



June 1, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval to enter into a lease with the Eucharist J. Labry Revocable Trust for use of pastureland located near the MSU Foundation Fuller Farm property.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 22, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be "D. Burckel", with a long horizontal flourish extending to the right.

Dr. Daryl V. Burckel
President

Attachments

AGRICULTURAL LEASE

UNITED STATES OF AMERICA

BETWEEN:

STATE OF LOUISIANA

THE EUCHARIST J. LABRY
REVOCABLE TRUST

PARISH OF LAFAYETTE

and

THE BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF
LOUISIANA SYSTEM

BE IT KNOWN that on the date set forth below before the undersigned Notary Public duly commissioned and qualified in and for the state and parish indicated, and in the presence of the undersigned witnesses, personally came and appeared:

THE EUCHARIST J. LABRY REVOCABLE TRUST, appearing herein by its undersigned authorized Trustees: Lea L. Meisetschlaeger, whose mailing address is 108 Lark Landing Way, Lafayette, LA 70503, and Annette L. Skaggs, whose mailing address is 5527 Hickory Ridge Drive, Bossier City, LA 71111. (hereinafter referred to as "Lessor")

and

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, acting herein on behalf of McNeese State University, represented herein by the McNeese State University President, Dr. Daryl V. Burckel, whose mailing address is PO Box 93300, Lake Charles, LA 70609, duly authorized to execute this Lease. (Hereinafter referred to as "Lessee")

who do enter into the following lease agreement:

I. Lessor does hereby lease and let unto Lessee, who accepts the same, the following described property:

That certain tract of land, containing 80.00 acres, more or less, and being described as the North Half of the Southeast Quarter (N 1/2 of SE 1/4) of Section Twenty Three (23), Township Six (6) South, Range Five (5) West, Louisiana Meridian, all in the Parish of Allen, State of Louisiana, along with all of the buildings and improvements thereon.

LESS ANDEXCEPT:

1) A tract of land in the Northwest corner used as a cemetery and containing six (6) acres, more or less; and

2) A tract of land lying immediately to the south of the above described cemetery tract, which is entirely enclosed by a fence and which has been the site of an oil/gas well and/or oil/gas production - said site further being depicted on the attached USDA aerial photo as "Well Site".

II. This lease is for a period of 3 years, beginning July 1, 2023 and ending June 30, 2026.

It is made in consideration of a cash rent of \$1,000.00 per year, which said rent is

due and payable on July 1st of each year. A check is to be made to the Eucharist J. LaBry RVOC TR and mailed to the trust address: 108 Lark Landing Way, Lafayette, LA 70503. Lessee may not sublease or assign any rights acquired by this lease, nor may Lessee allow any party to hunt or fish on the leased premises.

III. It is agreed that in the event of failure on the part of the Lessee to pay the rent when due, such failure shall give Lessor the right, privilege and option to cancel the lease for nonpayment of rent, or at the option of the Lessor shall make the rental for the entire term of the lease due and payable, together with reasonable attorney's fees.

IV. Lessor may, at all times, upon reasonable notice, enter upon the premises for the purpose of viewing and inspecting the premises.

V. Improvements of a temporary or removable nature may be made by the Lessee, at Lessee's own expense and upon Lessee's own responsibility, and the Lessee may at any time that this lease remains in effect, remove any such improvements which Lessee may have made, provided that the Lessee must leave the portion of the property from which such improvements are removed in a condition equal or better to the condition of the property before construction of the improvements.

VI. Lessee agrees not to make or suffer any unlawful or improper or offensive use of the premises, and during the term of the lease, to keep the premises in good order, free from refuse, noxious weeds and objectionable matter, and to remove all garbage refuse of any kind from the premises. Further, Lessee agrees not to engage in or allow any open-air burning of fields, crops, trash or any other substance.

VII. It is agreed that this is a surface lease for livestock and related purposes and shall in no way affect the right of the Lessor to lease the subsurface of the property for exploration, development or production of minerals, provided that Lessee shall be compensated for any loss caused by such activities.

VIII. It is agreed that the filing of any petition in bankruptcy by or against the Lessee shall be deemed to constitute a breach of this lease and shall give the Lessor the immediate right, privilege and option to exercise the same remedies provided for in the Third paragraph above for non-payment of rent.

IX. Lessee agrees to protect and indemnify Lessor from the claims of all parties for property damages, personal injuries, death, or other loss of any kind, without exception, which may arise directly or indirectly from the condition of the leased premises and/or from the operations or activities to be carried out by Lessee, its agents or employees on the leased premises. Lessee agrees to obtain and maintain liability insurance coverage with limits of \$1,000,000.00 and to have Lessor named as an additional insured on such coverage.

X. Lessee will provide Lessor with proof of a liability policy or a copy of a liability policy at the time a lease is signed.

XI. Lessee will operate the leased premises in an efficient and businesslike manner that will conserve the Lessor's property, and Lessee will allow no livestock other than Lessee's own on the leased premises and will at all times covered by this Lease properly maintain all fence lines, fences and gates so as to prevent livestock from leaving the property. In particular, the fencing shall include electric fencing and all fences are to be maintained, standing upright with no holes or broken wires. All gates are to be securely closed when personnel are not on the premises. All such fence and boundary maintenance shall be performed at Lessee's sole cost. The Property shall be kept in a clean and presentable condition and maintained as pasture land for livestock. Planting of grasses for hay production is permitted, but the planting of trees and crops such as rice, sugarcane, soybeans, corn, etc. is not permitted.

XII. Lessee will use diligence to prevent noxious weeds from growing or going to seed on the leased premises, and will destroy the same, and will keep weeds out of fields, farmstead, roadside and fence rows.

XIII. Lessee will keep in good repair all terraces, open ditches, headlands, roads and

inlets and outlets of drains, and will preserve all established water courses or ditches and refrain from any operations or practices that injure access or drainage.

XIV. Willful neglect, failure or refusal of either party to carry out any material provision of this lease shall give the other party, in addition to all other remedies provided herein, the power to terminate the lease and the right to compensation for damages suffered as a result of such breach, such termination to become effective thirty days after written notice of termination specifying the delinquency has been mailed to the delinquent party (at the address given above), unless during such thirty day period the delinquent party has cured the delinquency. In addition, the Lessor shall have full benefit of summary proceedings provided by law for eviction of a tenant upon termination under this paragraph, or at the end of the term. In case an Attorney be employed to protect any right of Lessor or Lessee arising under this lease, the party whose actions or inactions necessitate such employment shall pay additionally a reasonable attorney's fee.

XV. Lessee agrees to surrender possession and occupancy of the leased premises peaceably at termination of this lease, and to permit the Lessor to re-enter to prepare for the following year.

XVI. No Hazardous Substances. Lessor represents to Lessee that to the best of Lessor's knowledge and belief there are no Hazardous Substances, as defined herein, on or under the Property as of the effective date of this Lease. Lessee warrants and covenants that neither the Lessee, nor its employees, agents, officers, shareholders, partners, members, invitees, guests or customers shall use, deposit, store, transport, locate, bring on to or cause to be brought on to the Property any Hazardous Substances and further warrants and covenants that neither Lessee nor employees, agents, officers, shareholders, partners, members, invitees, guests or its customers shall release, discharge, spill, dispose, emit or permit the breakage of, Hazardous Substances in, on or under the Premises.

Indemnity. Lessee agrees to indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of this Lease or any renewal hereof from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, which Hazardous Substances were brought onto the Premises during the term of this Lease or any renewal thereof by the Lessee, its agents, officers, representatives, employees, invitees or licensees or become deposited or otherwise become present in or on the Premises during the term of this Lease or any renewal thereof. Without limiting of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Definition of Hazardous Substances. For purposes of this Section 16, the term "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, substances designated as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 2201, et seq., and any applicable State or federal law or regulation. The term shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and oil and petroleum based derivatives.

Separate Obligation; Survival. The provisions of this section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the termination of this Lease.

XVII. Failure to strictly and promptly enforce these conditions will not operate as a waiver of Lessor's rights. Lessor expressly reserves the right to always enforce prompt payment of rent or to terminate or cancel this lease, regardless of an indulgence or extensions previously granted.

XVII. All notices, proposals, reports and other communications required or authorized under this Lease (collectively, "**notices**") will be sent to the parties at the addresses above.

XVIII. Warranty of Peaceful Possession. The Lessor covenants that the Lessee, on paying the rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Lessee, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land during the Term and may exercise all of its rights hereunder.

XIX. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

XX. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Lessee, the Lessee 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 Lessor shall not be obligated to recognize any delay caused by Force Majeure unless the Lessee shall within ten (10) days after the Lessee is aware of the existence of an event of Force Majeure, notify the Lessor thereof.

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

XXII. Fiscal Funding. The continuation of this Lease is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Lease, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the Lease, the Lease shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

XXIII. Nondiscrimination. Any discrimination by the Lessee or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease, is prohibited.

XXIV. Remedies for Default. Any claim or controversy arising out of this Lease shall be resolved by the provisions of LSA - R.S. 39:1672.2-1673.

XXVI. For purposes of this lease, any questions lessors have about the property leased should be directed to Dr. Bill Storer, whose mailing address is McNeese State University, Box 92220, Lake Charles, LA 70609, and should be answered in a timely manner.

XXVII. Entire Agreement. This Lease Agreement constitutes the entire Agreement between the Parties and supersedes any prior oral or written understandings or agreements of the Parties. All amendments to or waivers of this Lease Agreement must be in writing signed by all the parties.

THUS SIGNED on _____, 2023 at _____,

Louisiana before the undersigned witnesses and Notary Public.

WITNESSES:

**THE EUCHARIST J. LABRY
REVOCABLE TRUST**

By: Lea L. Meisetschlaeger

NOTARY PUBLIC

THUS SIGNED on _____, 2023 at _____,

Louisiana before the undersigned witnesses and Notary Public.

WITNESSES:

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

By: Dr. Daryl Burckel, Authorized
Representative

NOTARY PUBLIC