BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.1. Grambling State University's request for approval to enter into a Grounds and Facilities Lease Agreement with the Black and Gold Facilities, Inc., a 501(c)3 not-for-profit corporation, to construct a new student welcome and student success facility pursuant to the authority vested in La. R.S. 17:3361, et seq.

EXECUTIVE SUMMARY

Grambling State University requests approval to enter into a Grounds and Facilities Lease Agreement with Black and Gold Facilities, Inc. to construct a new student welcome and student success center on the main campus. The University will lease land, as defined in the attached plat, to Black and Gold Facilities, Inc. The property is located south of College Drive and east of Main Street in the Quad. This land and facilities will be leased to Black and Gold Facilities, Inc. for \$1.00 per year.

This project will create a four-story One-Stop-Shop, Welcome Enrollment Services Center and will include admissions, recruitment financial aid, bursar, housing, advising, testing, career services, student support services, and multi-purpose classrooms and computer labs. The approximately 60,000-square-foot facility will house all functions in the enrollment process creating a seamless transition into Grambling State University.

Black and Gold Facilities, Inc. anticipates the total actual funding for construction available for this project will be approximately \$25,000,000 and will be financed with self-generated and CARES Act: Higher Education Emergency Relief Funds. The University's land or property will not be used as security for this project.

The Grounds and Facilities Lease Agreement will expire when a substantial completion document is signed and all construction is completed, but no later than December 31, 2026.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval to enter into a Grounds and Facilities Lease Agreement with the Black and Gold Facilities, Inc., a 501(c)3 not-for-profit corporation, to construct a new student welcome and student success facility pursuant to the authority vested in La. R.S. 17:3361, et seq.

Executive Summary February 23, 2023 Page 2

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

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

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



Office of the President

January 31, 2023

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

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A GROUNDS AND FACILITIES LEASE AGREEMENT WITH THE BLACK AND GOLD FACILITIES, INC.

Grambling State University (GSU) respectfully request for approval to enter into a Grounds and Facilities Lease Agreement with the Black and Gold Facilities, Inc. a 501c3 not-for-profit corporation, to construct a new student welcome and student success facility pursuant to the authority vested in La. R.S. 17:3361.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD

President

GROUND AND FACILITIES LEASE by and between

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, on behalf of GRAMBLING STATE UNIVERSITY

(as Lessor)
And
BLACK & GOLD FACILITIES, INC.

(as Lessee)

This **AGREEMENT TO LEASE** (together with any amendment hereto or supplement hereof, the "*Ground Lease*"), dated as of February ____, 2023, 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, with and on behalf of Grambling State University (the "University") represented herein by the President of Grambling State University and Board Representative, Richard J. Gallot, Jr., and **BLACK & GOLD FACILITIES, INC.**, a Louisiana nonprofit corporation represented herein by its Chairman, Robert Clark (the "Corporation"), together referenced as the Parties.

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, with the University, wish to establish a new Student Welcome and Student Success Center (the "Facilities") on a portion of the University campus (the "Land") for use by the students of the University (the "Project:") The Project will contain a four-story One-Stop-Shop, Welcome Enrollment Services Center and will include admissions, recruitment financial aid, bursar, housing, advising, testing, career services, student support services, and multi-purpose classrooms and computer labs. The approximately 60,000 square foot facility will house all functions in the enrollment process creating a seamless transition into Grambling State University.

WHEREAS, the Board wishes to lease the Land, located South of College Drive and East of Main Street in the Quad as further defined in the Exhibit A, to Black and Gold Facilities, Inc. to design, construct and complete the project. The Land will be leased to the Corporation for \$1.00 per year until completed.

WHEREAS the Board, with and on behalf of the University, owns the Land on which the Corporation proposes to construct and/or renovate the Facilities (as defined herein) for the Project and anticipates the total actual funding for construction available for this project will be approximately \$25,000,000 and will be financed with self-generated funding and CARES Act: Higher Education Emergency Relief Funds. The University's land or property will not be used as security for this project.

WHEREAS the Corporation is a nonprofit corporation organized and existing under the

Louisiana Nonprofit Corporation Law (La. R.S. 12:201 *et seq.*), with authority to acquire construct, develop, lease as lessor or lessee, mortgage and/or convey the completed Facilities on the Land of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a nonprofit entity, such as the Corporation, any portion of the land on campus or other immovable property of the University for the Corporation for the purposes identified herein;

WHEREAS, the Board desires to proceed in accord with the Ground and Facilities Lease to authorize the Corporation to develop, design and/or renovate and modify the Facilities on the Land to complete the Project, as defined herein, at the University.

WHEREAS, the Board and the Corporation have agreed to enter into the Ground and Facilities Lease, dated of even date herewith, whereby the Board will lease the Leased Property to the Corporation to proceed with the Project for design, construction and/renovation of the Facilities; and

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

Section 1. <u>Term of Lease</u>. The Board hereby leases the Land to the Corporation for rental of \$1.00 per year to proceed with the Project to construct the Facilities. The Corporation agrees upon completion of the Facilities to transfer the Facilities to the Board with and through the University. The Board agrees that it will take immediate possession of the Facilities, as renovated and/or constructed under the terms and provisions of this Lease. The Corporation hereby subleases the Facilities as constructed and subleases the Leased Property, with existing improvements to be renovated, to the Board, and the Board hereby leases the Facilities and subleases the Leased Property, with existing improvements to be renovated, from the Corporation effective as of the Commencement Date of this Facilities Lease and agrees upon completion of the Project of the Facilities and the payment to the Corporation as indicated herein to accept possession of the Facilities, as renovated and agrees to pay the Rental as provided herein for the use and occupancy of the Facilities, all on the terms and conditions set forth herein. The Board agrees that it will take immediate possession of the Facilities, as renovated and/or constructed under the terms and provisions of this Facilities Lease. The Board understands and agrees that Rental shall accrue from the Commencement Date hereof notwithstanding the fact that the Facilities have yet to be constructed. No delay in the Date of Opening of the Facilities beyond the time set forth in the Ground Lease will extend the term. The Term of this Facilities Lease begins on the Commencement Date and ends on the Expiration Date; provided, however, this Facilities Lease shall terminate prior to the Expiration Date upon the reimbursement of the payment of the project agreed to by the Parties.

Section 2. <u>Acknowledgments, Representations and Covenants of the Board</u>. The Board represents and covenants as follows:

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

- (b) The Board has been duly authorized to execute and deliver this Facilities Lease and further represents and covenants that this Facility Lease and Ground lease constitutes 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 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 Ground Lease.
- (c) The execution and delivery of this Facilities Lease and Ground Lease, and compliance with the provisions hereof and 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 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.

Section 3. 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 been qualified as a federally designated 501(c)(3) organization, has the power to enter into the transactions contemplated by, and to carry out its obligations under this 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 Ground Lease; and
- (b) The execution and delivery of this 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 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;

Section 4. <u>Waiver and Disclaimer of Warranties.</u>

- (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. The Board affirmatively reserves its rights against all parties except the Corporation in this regard.
- (b) The Board further declares and acknowledges that the Corporation, in connection with this Lease, does not warrant that the Facilities will be, upon completion of construction free

from redhibitory or latent defects or vices and hereby 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 2476 and 2695, and waives all rights in rehibition 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 that the Board has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against rehibition 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 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 any such Hazardous Substance imposed on the Corporation or the Board, which shall be payable by the Board as Additional Rent hereunder to the extent imposed upon the Corporation. The Board affirmatively reserves its right against all parties except the Corporation in this regard.
- (d) The obligations and liabilities of the Corporation undertaken in this Lease do not give rise to any personal obligation or liability of the officers, directors, members or other persons or entities affiliated with the Corporation.

Section 5. Rental.

- (a) The Board, for and in consideration of the Corporation entering into the Ground Lease, designing, constructing, renovating and/or refurbishing the Facilities in accordance with the Ground Lease pursuant to the terms hereof, hereby covenants and agrees to pay Rental in the amounts identified herein, and the time frames established in the final construction documents such amounts constituting in the aggregate the Rental payable under this Lease.
- (b) Rents shall be paid in accordance with the final construction plan and dates of completion of the phases as identified by the Parties as follows:
 - (1) Phase 1 Design Development 30%
 - (2) Phase 2 Design Development 70%
 - (3) Phase 3 Design Development 100%
 - (4) Phase 4 Pricing Design Development 100%
 - (5) Phase 5 Construction Progress Payments every 30 days based on percentage of construction completed.

Section 6. Operation, Alterations, Maintenance, Repair & Replacement.

(a) The Board or the University shall be responsible for procuring and maintaining or Signature Page

cause to be procured or maintained all services necessary or required in order to adequately operate the Facilities upon transfer of ownership; and

(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 upon taking full possession of the completed Facilities.

Section 7. Utilities.

- (a) All utilities which are used or consumed in or upon or in connection with the Facilities during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash removal, light, cable, heat, telephone, power, computer data and other utilities necessary for the operation of the Facilities ("*Utility Service*") shall be the responsibility of the Board and/or the University. Payments for Utilities Services provided to the entire Facilities (or to the common area of the Facilities) under such contract or contracts thereof 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.
- (b) The Corporation shall have no responsibility to the Board for the quality or availability of Utility Service to the Facilities, or for the cost to procure the Utility Service. The Board shall reimburse the Corporation for all utilities used in the Facilities to the extent such utilities are procured at the expense of the Corporation. The Corporation shall not be in Default under this 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, lighting, security, or for surges or interruptions of electricity.

Section 8. Insurance.

- (a) Facilities of the University are self-insured through the Office of Risk Management, Division of Administration, State of Louisiana. The Board will insure continuation of that policy.
- Section 9. Quiet Enjoyment. The Corporation covenants that the Board, on paying the Rental and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board or The University, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Facilities during the Term and may exercise all of its rights hereunder; and the Corporation agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment and the title to the Facilities against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Facilities Lease.

Section 10. 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.

Section 11. 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 of property occurring on or about the Land during construction of the Facilities occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Board in connection with the lease; 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 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 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.
- Section 12. Cumulative Remedies. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this 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 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 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 Lease or to enforce any provision of this 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 as Additional Rental from the Board. The waiver by the Corporation of any term, covenant or condition hereof shall not operate as a 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 13. <u>Severability</u> 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 whatsoever. 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 15. <u>Execution</u>. 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 Lease.
- Section 16. <u>Law Governing</u>. This Facilities Lease is made in the State of Louisiana under the Constitution and laws of the State of Louisiana and is to be governed by the laws of the State of Louisiana.
- Section 17. <u>No Construction Against Drafting Party</u>. The Corporation and the Board acknowledge that each of them and their counsel have had an opportunity to review this Facilities Lease and Ground Lease and that each Party was responsible for the drafting thereof.
- Section 18. <u>Time of the Essence</u>. Time is of the essence of each and every provision of this Lease.
- Section 19. <u>No Waiver</u>. The waiver by the Corporation of any agreement, condition or provision contained in this 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 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 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 20. <u>Counterparts</u>. This Facilities Lease and Ground Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- Section 21. <u>Written Amendment Required</u>. No amendment, alteration, modification of, or addition to the Facilities Lease or ground lease will be valid or binding unless expressed in writing and signed by the Corporation and the Board.
- Section 22. <u>Entire Agreement</u>. This Lease and the exhibits and addenda, if any, contain the entire agreement between the Corporation and the Board. No promises or representation, except as contained in this Lease, have been made to the Board respecting the condition or the manner of operating the Facilities.
 - Section 23. <u>Signs</u>. The Board or the University may attach any sign on any part of the Signature Page

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 24. <u>Binding Effect</u>. 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 25. Rules of Interpretation. The following rules shall apply to the construction of this 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 or Ground 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 prohibit ed 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; (1) 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 Grambling, 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 and Ground Lease as a whole and not to any particular articles, section or subdivision hereof.

Section 27. <u>Relationship of Parties</u>. 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 28. <u>Law Between the Parties</u>. This Facilities Lease shall constitute the law between the Parties, and if any provision of this Ground Lease is in conflict with the provisions of "Title IX – Of Lease" of the Louisiana Civil Code, the provisions of this Facilities Lease shall control.

Section 29. <u>Notices</u>. 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:

	P O Drawer 60 Grambling, LA	
The Board:	System Claib 1201 North T Baton Rouge	pervisors for the University of Louisiana porne Building, Suite 7-300 Third Street e, Louisiana 70802 ice President of Business and Finance
		ate University all in Street all, Suite 219 Street A 71245
the day of February	•	on the conformation on
		BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM AND GRAMBLING STATE UNIVERSITY
	Ву:	Richard J. Gallot, Jr., President Grambling State University Board Representative
WITNESSES:		

Robert Clark, Chairman Black & Gold Facilities, Inc.

The Corporation:

		BLACK & GOLD FACILTIES, INC.
	By:	ROBERT CLARK, CHAIRMAN
WITNESSES:		

STATE OF LOUISIANA PARISH OF LINCOLN

BE IT KNOWN , that on this day of duly commissioned, qualified and sworn within and fo came and appeared:	
Richard J. Gallo	ot, Jr.
to me known to be the identical person who executed declared and acknowledged to me, Notary, in the presentative of that he is the duly appointed Board Representative of of Louisiana System (the " <i>Board</i> "), that the aforesaid on behalf of the Board and that the above named personned act and deed of the Board.	nce of the undersigned competent witnesses, the Board of Supervisors for the University instrument was signed by him, on this date,
WITNESSES:	
G	Richard J. Gallot, Jr., President Grambling State University Board Representative
NOTARY PUE Name: Notary ID # My Commission exp	

STATE OF LOUISIANA

PARISH OF LINCOLN

BE IT KNOWN, that on this day of, 2023, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:
Robert Clark
to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Representative of the Black & Gold Facilities, Inc. (the "Corporation"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.
WITNESSES:
Robert Clark, Chairman Black & Gold Facilities, Inc.
NOTARY PUBLIC Name: Notary ID # My Commission expires:

EXHIBIT A LAND DESCRIPTION

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.2. Grambling State University's request for approval to name the Recording Control Room in the Conrad Hutchinson Performing Arts Center the "Earl 'E-40' Stevens Recording Studio."

EXECUTIVE SUMMARY

The University is requesting approval to name the Recording Control Room in the Conrad Hutchinson Performing Arts Center the "Earl 'E-40' Stevens Recording Studio."

The University wishes to recognize the accomplishments, support, and generosity of Mr. Earl "E-40" Stevens. Mr. Stevens is a former student of Grambling State University and is now a multiplatinum recording artist, actor, and entrepreneur. The updated recording control room will be pivotal in the success of the new Sound Recording Technology concentration. Program students will be inspired by Mr. Stevens' professional expertise, network, and success. Additionally, Mr. Stevens is a strong ambassador for the University which he publicly portrays, to include featuring the university in his works, has provided significant financial contributions to support the music department. This naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval to name the Recording Control Room in the Conrad Hutchinson Performing Arts Center the "Earl 'E-40' Stevens Recording Studio."



Office of the President February 2, 2023

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

Dear Dr. Henderson:

Grambling State University hereby requests Board approval to name the Recording Control Room in the Conrad Hutchinson Performing Arts Center the *Earl "E-40" Stevens Recording Studio*.

The University wishes to recognize the professional accomplishments and financial support of Mr. Earl Stevens. Mr. Stevens is a former Grambling State University student and is a multi-platinum recording artist, actor, and entrepreneur.

Over the course of his 30+ year career in the music industry, Mr. Stevens has firmly solidified his status as a living hip-hop legend, having released several multi-platinum and gold studio albums, mixtapes, collaborations and hit singles. As a solo artist, Mr. Stevens holds the record for most solo album entries on the Billboard 200 charts by a hip-hop artist. As an actor, he has shined in select roles, most notably starring alongside Jamie Foxx in "The Jamie Foxx Show." Mr. Stevens has provided significant financial investments to support Grambling State University's Music department and serves as a mentor for students aspiring careers in recording engineering. He will also be instrumental in the growth of the Sound Recording Technology program concentration.

Please place this item on the agenda for the February 23, 2023, meeting of the Board of Supervisors. Thank you.

Sincerely,

Richard J. Gallot, Jr., JD

President

Grambling State University Conrad Hutchinson Performing Arts Center Recording Control Room





BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.3. McNeese State University's request for approval to name the small conference room in the Business Conference Center the "Candace Townsend Conference Room."

EXECUTIVE SUMMARY

The University is requesting approval to name the small conference room in the Business Conference Center the "Candace Townsend Conference Room" for her unfailing dedication to McNeese State University for over thirty years of service.

During her time at McNeese, Ms. Townsend has been instrumental in helping the university prepare for, navigate, and recover from three major hurricanes, numerous weather events, and a pandemic. Her wisdom and public relations expertise have been of great value to three university presidents in addition to her colleagues campus wide.

Naming this conference room in her honor would be a meaningful way to commemorate her contributions to McNeese and give her a lasting presence on campus. In addition to the countless press conferences and university events Ms. Townsend has conducted in the Business Conference Center over the years to help build awareness of the people and achievements that make this university great, she also has served as the venue coordinator for the facility, helping academic and support units across campus and leaders throughout the community host their important events on campus.

Over the course of her extensive career at McNeese, through her dedicated service, Candace Townsend has exemplified the university motto, *Excellence With a Personal Touch*. This naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to name the small conference room in the Business Conference Center the "Candace Townsend Conference Room."

February 1, 2023

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

Dear Dr. Henderson,

I request approval to name the small conference room in the Business Conference Center the "Candace Townsend Conference Room" for her unfailing dedication to McNeese State University for over thirty years of service.

During her time at McNeese, Ms. Townsend has been instrumental in helping the university prepare for, navigate, and recover from three major hurricanes, numerous weather events and a pandemic. Her wisdom and public relations expertise have been of great value to three university presidents in addition to her colleagues campus wide.

Naming this conference room in her honor would be a meaningful way to commemorate her contributions to McNeese and give her a lasting presence on campus. In addition to the countless press conferences and university events Ms. Townsend has conducted in the Business Conference Center over the years to help build awareness of the people and achievements that make this university great, she also has served as the venue coordinator for the facility, helping academic and support units across campus and leaders throughout the community host their important events here on campus.

Thank you for your consideration of this request to honor Ms. Townsend.

Sincerely,

Dr. Daryl V. Burckel

President



Office of Marketing and Communications 150 Joe Dumars Drive Lake Charles, La. 70605

December 16, 2022

Dr. Burckel,

We are seeking your approval to honor Candace Townsend for her unfailing dedication to McNeese State University for over thirty years of service by naming the small conference room inside the Business Conference Center the "Candace Townsend Conference Room."

During her time at McNeese, Ms. Townsend has been instrumental in helping the university prepare for, navigate, and recover from three major hurricanes, numerous weather events and a pandemic. Her wisdom and public relations expertise have been of great value to three university presidents in addition to her colleagues campus wide.

Naming this conference room in her honor would be a meaningful way to commemorate her contributions to McNeese and give her a lasting presence on campus. In addition to the countless press conferences and university events Ms. Townsend has conducted in the Business Conference Center over the years to help build awareness of the people and achievements that make this university great, she also has served as the venue coordinator for the facility, helping academic and support units across campus and leaders throughout the community host their important events here on campus.

Dr. Daryl V. Burckel, President McNeese State University

Date: 1.3.23

With your approval, we would like for this request to be submitted to the University of Louisiana System Board of Supervisors for approval.

Respectfully,

Ginny Karg and the Marketing and Communications Office, and

Dr. Toby Osburn

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.4. Nicholls State University's request for approval to name two rooms in Ellender Memorial Library and one room in Picciola Hall.

EXECUTIVE SUMMARY

Ellender Memorial Library Room 149B – "Deanna Hickman Falcon Computer Lab and Lounge"

The University wishes to recognize the long-time support and generosity the Falcon Family has contributed to the Nicholls State University Athletics Department. Dr. Carroll Falcon and Anna Falcon Arthurs have committed to the long-term success of the Department of Athletics at Nicholls and have pledged to contribute \$20,000 for naming rights to the space. The computer lab and lounge are used for the student-athlete study hall for all 350 student-athletes. The space is fixed with 50 computers and desks, three lounge sectionals, and two multipurpose tables. Donations from the Falcon Family in support of the Department of Athletics were cited by the University's accrediting agency as positive impacts to the program. This naming is for 15 years.

Ellender Memorial Library Room 150 – "REV Communications Academic Classroom"

The University wishes to recognize the long-time support and generosity REV Communications has contributed to the Nicholls State University Athletics Department. REV Communications has committed to the long-term success of the Department of Athletics at Nicholls and pledged to contribute \$20,000 for naming rights to the space. The academic classroom is used for the student-athlete study hall for all 350 student-athletes. The space is affixed with 10 computers and desks, multipurpose tables, and whiteboards. The space is frequently used for mental-health and life-skills events and programming with student-athletes. Donations from REV Communications in support of the Department of Athletics were cited by the University's accrediting agency as positive impacts to the program. This naming is for 15 years.

152 Picciola Hall

Conference Room - "Richard 'Dickey' Barker, III Conference Room"

Mr. Barker is an alumnus of Nicholls State University, a long tenured member of the Nicholls State University Foundation, and a very loyal and generous supporter of Nicholls State University. Nicholls State University is very fortunate to have the association with the Barker Family for their support and efforts to secure financial assistance with many University endeavors. This naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to name Room 149B in the Ellender Memorial Library the "Deanna Hickman Falcon Computer Lab and Lounge," Room 150 in the Ellender Memorial Library the "REV Communications Academic Classroom," and Conference Room located in 152 Picciola Hall the "Richard 'Dickey' Barker, III Conference Room."



Office of the President

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

February 1, 2023

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 23, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

Name the Computer Lab & Lounge in Ellender Memorial Library: "Deanna Hickman Falcon Computer Lab & Lounge".

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD

President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs

Mr. Terry Braud, Vice President for Finance & Administration

Mr. Jonathan Terrell, Athletic Director

Dr. Michele Caruso, Vice President for Student Affairs

Dr. Todd Keller, Vice Provost

Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator

Ms. Paulette Mayon, Internal Auditor

Ms. Claire Bourgeois, Faculty Senate President

Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success

Ms. Monique Crochet, Executive Director of External & Alumni Affairs



Office of the President

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

February 1, 2023 *Via Electronic Transmittal Only*

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

RE: Naming rights for Computer Lab & Lounge

in Ellender Memorial Library

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the Computer Lab and Lounge in the Ellender Memorial Library:

"Deanna Hickman Falcon Computer Lab and Lounge".

The University wishes to recognize the long-time support and generosity the Falcon Family has contributed to the Nicholls State University Athletics Department. Carroll Falcon and Anna Falcon Arthurs have committed to the long-term success of the Department of Athletics at Nicholls and have pledged to contribute \$20,000 for naming rights to the space. The computer lab and lounge are used for the student-athlete study hall for all 350 student-athletes. The space is fixed with 50 computers and desks, three lounge sectionals, and two multipurpose tables. Donations from the Falcon Family in support of the Department of Athletics were cited by our accrediting agency as positive impacts to the program.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the Computer Lab and Lounge in the Ellender Memorial Library the "Deanna Hickman Falcon Computer Lab and Lounge."

Sincerely,

Jay Clune, PhD

President

Executive Summary Attachment A







Office of the President

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

February 1, 2023

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 23, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

Name the Academic Classroom in Ellender Memorial Library: "REV Communications Academic Classroom".

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD

President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs

Mr. Terry Braud, Vice President for Finance & Administration

Mr. Jonathan Terrell, Athletic Director

Dr. Michele Caruso, Vice President for Student Affairs

Dr. Todd Keller, Vice Provost

Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator

Ms. Paulette Mayon, Internal Auditor

Ms. Claire Bourgeois, Faculty Senate President

Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success

Ms. Monique Crochet, Executive Director of External & Alumni Affairs



Office of the President

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

February 23, 2023

Via Electronic Transmittal Only

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

RE: Naming rights for the "REV Communications Academic Classroom" in the Ellender Memorial Library

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the Academic Classroom in the Ellender Memorial Library:

"REV Communications Academic Classroom"

The University wishes to recognize the long-time support and generosity REV Communications has contributed to the Nicholls State University Athletics Department. REV Communications has committed to the long-term success of the Department of Athletics at Nicholls and pledged to contribute \$20,000 for naming rights to the space. The academic classroom is used for student-athlete study hall for all 350 student-athletes. The space is affixed with 10 computers and desks, multipurpose tables, and whiteboards. The space is frequently used for mental-health and life-skills events and programming with student-athletes. Donations from REV Communications in support of the Department of Athletics were cited by our accrediting agency as positive impacts to the program.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the Academic Classroom in the Ellender Memorial Library the "REV Communications Academic Classroom".

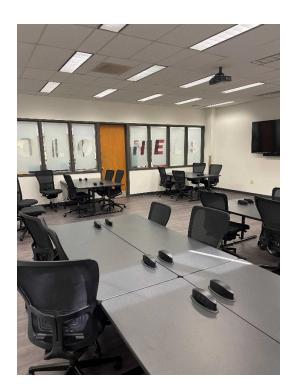
Sincerely,

Jay Clune, PhD

President

Executive Summary Attachment A







Office of the President

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

February 1, 2023

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 23, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

Name the President's Conference Room in Picciola Hall: "Richard "Dickey" Barker, III Conference Room".

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD

President

JC/apf

Enclosures

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



Office of the President

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

February 23, 2023 *Via Electronic Transmittal Only*

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

RE: Naming rights for the President's Conference Room in Picciola Hall

Dear Dr. Henderson:

Nicholls State University hereby requests approval to name the President's Conference Room in Picciola Hall:

Richard "Dickey" Barker, III Conference Room

The University wishes to recognize the long-time support of Richard "Dickey" Barker, III. Mr. Barker is an alumnus of Nicholls State University, a long-tenured member of the Nicholls State University Foundation, and a very loyal and generous supporter of Nicholls State University. Nicholls State University is very fortunate to have the association with the Barker family for their support and efforts to secure financial assistance with many University endeavors.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the President's Conference Room in Picciola Hall the *Richard "Dickey" Barker, III Conference Room*.

Sincerely,

Jay Clune, PhD

President

Executive Summary Attachment A



BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.5. Northwestern State University's request for approval to name the Center for Inclusion and Diversity the "Gail Jones Center for Inclusion and Diversity."

EXECUTIVE SUMMARY

Northwestern State University wishes to name the Center for Inclusion and Diversity at Northwestern State University the "Gail Jones Center for Inclusion and Diversity."

Mrs. Gail Jones has a long history of public service in education, non-profit organizations, and law enforcement. She served 15 years at NSU as an admissions counselor, recruiter and director of TRIO Student Support Services, Freshman Connection, and New Student Programs. After her service to NSU, Mrs. Jones was named chief professional officer of the Boys and Girls Club of Natchitoches, obtaining more than \$1 million in funding from local, state, and regional agencies and foundations to establish and enhance programming for local youth and families.

Gail Jones also provided long-time service to the Natchitoches Parish Sheriff's Office as a grant writer, community outreach coordinator, and chief of the Community Services Division. During her tenure, the Division was successful in targeting the needs of youth and families through programs that helped the people of Natchitoches Parish.

Mrs. Jones has served on numerous local, state, and regional boards and committees including the Natchitoches Chamber of Commerce, Children and Youth Planning Board, Daughters of the American Revolution, St. Augustine Historical Society, and Association for Preservation of Historic Natchitoches. She also serves as an emeritus member of the NSU Alumni Association Board of Directors and was recently inducted into NSU's Long Purple Line Hall of Distinction. The naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to name the Center for Inclusion and Diversity the "Gail Jones Center for Inclusion and Diversity."

February 1, 2023

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

Re: Request to Name Center for Inclusion and Diversity the "Gail Jones Center for Inclusion and Diversity"

Dear Dr. Henderson:

Northwestern State University is submitting a *Request to Name Center for Inclusion and Diversity the "Gail Jones Center for Inclusion and Diversity"* to be placed on the agenda for approval at the February 2023 Board meeting.

Thank you very much for your consideration.

man D. Jones

Sincerely,

Dr. Marcus Jones

President

Attachment



February 1, 2023

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

Dear Dr. Henderson:

Northwestern State University is hereby requesting approval to name the Center for Inclusion and Diversity at Northwestern State University the Gail Jones Center for Inclusion and Diversity.

Mrs. Jones has a long history of public service in education, non-profit organizations and law enforcement. After earning a bachelor's degree in sociology from NSU and a master's degree in student personnel services, Jones served 15 years at NSU as an admissions counselor, recruiter and director of TRIO Student Support Services, Freshman Connection and New Student Programs.

In 1998, Jones was named chief professional officer of the Boys and Girls Club of Natchitoches, obtaining more than \$1 million in funding from local, state, and regional agencies and foundations to establish and enhance programming for local youth and families. In 2000, she was named J. Richard Ullom Rookie of the Year for Professional Excellence by the Boys and Girls of America at the Regional Conference. She has served on numerous local, state, and regional boards and committees.

In 2005, Jones accepted a position with Natchitoches Parish Sheriff's Office as a grant writer and community outreach coordinator. Her hard work and dedication resulted in the establishment of a Community Services Division to which she was named division chief. During her tenure, the Division was successful in targeting the needs of youth and families through programs that helped the people of Natchitoches Parish.

Jones exemplary record of community involvement includes service with the Natchitoches Chamber of Commerce, Children and Youth Planning Board, Daughters of the American Revolution, St. Augustine Historical Society and Association for Preservation of Historic Natchitoches. Jones also serves as an emeritus member of the NSU Alumni Association Board of Directors and was recently inducted into NSU's Long Purple Line Hall of Distinction.

est 1884

The Center for Inclusion and Diversity was established to promote an inclusive campus environment that fosters success and meaningful participation for all students, faculty and staff.

Northwestern State University's Facilities Naming Committee has unanimously approved the proposal to name the center in honor of Gail Jones, and respectfully requests approval by the ULS Board of Supervisors.

Thank you for your consideration of this request, and please let me know if you need additional information related to the proposed naming of this facility.

Sincerely,

Dr. Marcus Jones

man D. Jones

President

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.6. Southeastern Louisiana University's request for approval to name office number 90 in Garrett Hall the "Joseph 'Chief' Piediscalzo Multimedia & Distance Learning Studio."

EXECUTIVE SUMMARY

The University is requesting to name office number 90 in Garrett Hall the "Joseph 'Chief' Piediscalzo Multimedia & Distance Learning Studio."

Joseph Piediscalzo served as a custodian at Southeastern for 18 years, beginning in 1964. His grandchildren, many of whom are Southeastern alums, led by 2022 College of Business Alum of the Year Don Monistere, have donated \$10,000 to support a recording and podcasting studio for students and faculty. This donation is providing a needed resource in the college while also recognizing the impact of Mr. Piediscalzo.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to name office number 90 in Garrett Hall the "Joseph 'Chief' Piediscalzo Multimedia & Distance Learning Studio."



February 1, 2023

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

Dear Dr. Henderson:

Southeastern requests Board approval to name office number 90 in Garrett Hall (state ID SLU01) the *Joseph "Chief" Piediscalzo Multimedia & Distance Learning Studio*.

Joseph Piediscalzo served as a custodian at Southeastern for 18 years, beginning in 1964. His grandchildren, many of whom are Southeastern alums, led by 2022 College of Business Alumnus of the year Don Monistere, have donated \$10,000 to support a recording and podcasting studio for students and faculty. This donation is providing a needed resource in the college, and the naming of this space recognizes Mr. Piediscalzo's impact during his many years of service to the University.

I respectfully request that you place this item on the agenda for the February 23, 2023, meeting of the Board of Supervisors.

Sincerely,

John L. Crain President

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.7. University of Louisiana at Lafayette's request for approval to demolish five buildings on University properties that have been damaged beyond repair by hurricanes and have exceeded their useful lifespan.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish five facilities and buildings due to the damage being worth more than the value of the facility, they no longer serve a useful purpose, and to make room for future development of academic buildings. The buildings are listed as follows:

- 1. Greenhouse I behind Billeaud Main Campus (1958)
- 2. Greenhouse II behind Billeaud Main Campus (1993)
- 3. Snack Hut Lewis St. Main Campus (2015)
- 4. Cade Solar House Cade Farm (1980)
- 5. NIRC Building 33 New Iberia Research Center (1978)

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request to demolish Greenhouse I and Greenhouse II behind Billeaud Hall, the Snack Hut, Cade Solar House, and NIRC Building 33.

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

AND FURTHER, that University of Louisiana at Lafayette will provide System office with copies of approvals and recovery activities.



OFFICE OF THE PRESIDENT

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

Université des Acadiens

February 1, 2023

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

RE: Demolition of 5 University of Louisiana at Lafayette Buildings Greenhouse I behind Billeaud-Main Campus-1958 [428006/50] Greenhouse II behind Billeaud-Main Campus-1993 [428006/98] Snack Hut Lewis Street-Main Campus-2015 [428006/124] Cade Solar House-Cade Farm-1980 [450008/11] NIRC Building 33-New Iberia Research Center-1978 [423010/10]

> Senate District 23 – Page Cortez Senate District 22 - Fred H. Mills, Jr.

House District 44 - Vincent J. Pierre House District 48 - Beau Beaullieu House District 96 - Marcus A. Bryant

Dear Dr. Henderson:

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

The above mentioned facilities are being demolished due to the damage being worth more than the value of the facility, they no longer serve a useful purpose, and to make room for future development of academic buildings.

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

1

Sincerely.

E. Joseph Savoie President

svc

C: Mr. Mark Moses

Mr. Bruce Janet

Mr. Jerry LeBlanc

Mr. Scott Hebert

Mr. E. Phil Ashurst

UL Lafayette Proposed Demolition of Five (5) Buildings

1. Greenhouse I behind Billeaud - Main Campus Senate District 23 – Page Cortez House District 44 – Vincent J. Pierre

1) State Property List Name: BILLEAUD GREENHOUSE

2) State Site Code: 428006

3) State ID Number: 428006/50 Legacy Building ID: S04886 4) Address: UNIVERSITY AVENUE, Lafayette 70503

brick, wood, metal, and plastic 5) Construction:

6) Construction Date: 1958

7) Square Footage:



2. Greenhouse II behind Billeaud - Main Campus Senate District 23 – Page Cortez House District 44 – Vincent J. Pierre

1) State Property List Name: BILLEAUD HALL GRNHSE II

2) State Site Code: 428006

3) State ID Number: 428006/98 Legacy Building ID S11907

HEBRARD STREET / LAFAYETTE LA 70501 4) Address:

5) Construction: wood, metal, and plastic

6) Construction Date: 1993

7) Square Footage:



3. Snack Hut Lewis St - Main Campus Senate District 23 – Page Cortez House District 44 – Vincent J. Pierre

1) State Property List Name: **SNACK HUT**

2) State Site Code: 428006

3) State ID Number: Legacy Building ID L28175 428006/124

UNIVERSITY AVENUE / LAFAYETTE 70501 4) Address:

5) Construction: brick, metal, wood 6) Construction Date: 2015



4. Cade Solar House – Cade Farm Senate District 22 – Fred H. Mills, Jr. House District 48 - Beau Beaullieu

1) State Property List Name: CADE SOLAR HOUSE

2) State Site Code: 450008

3) State ID Number: 450008/11 Legacy Building ID S05239

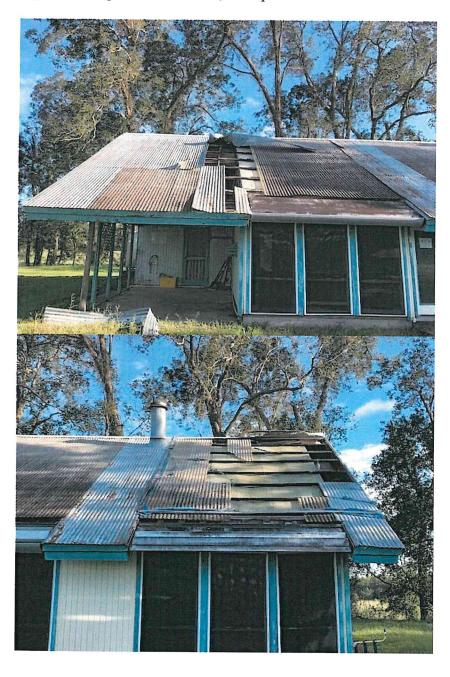
4) Address: 1139D WJ BERNARD ROAD / SAINT MARTINVILLE LA 70582

SAINT MARTINVILLE LA /

5) Construction: wood frame, metal

6) Construction Date: 1980

7) Square Footage: 1,475 sq. ft.



5. NIRC Building 33 – New Iberia Research Center Senate District 22 – Fred H. Mills, Jr. House District 96 – Marcus A. Bryant

1) State Property List Name: **BUILDING 33**

2) State Site Code: 423010

3) State ID Number: Legacy Building ID: S04777 423010/10 4) Address:

100 AVENUE D / NEW IBERIA LA 70560 5) Construction:

jointed masonry, concrete block, wood, metal

6) Construction Date: 1978

7) Square Footage: 2,290 sq. ft.



BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.8. University of Louisiana at Lafayette's request for approval to enter a Building Lease with Ragin' Cajun Facilities, Inc. (RCFI) for a portion of the building located at 501 West St. Mary Boulevard, Lafayette, LA 70506 for renovation for use by the University's Nursing Program, which shall terminate upon completion of construction, as authorized by La. R.S. 17:3361, et seq.

EXECUTIVE SUMMARY

The University intends to renovate the fourth floor of the building located at 501 West St. Mary Boulevard, Lafayette, LA 70506, for use by the University's Nursing Program (the "Facilities"). The renovation will encompass approximately 21,000 square feet of new/renovated facilities including, but not limited to, a new floor plan to make the space suitable for the University's Nursing Program. The Building Lease with RCFI is authorized by La. R.S. 17:3361, et seq., and it would commence on the date it is fully executed and terminate upon completion of construction of the Facilities. RCFI would own the Facilities until completion thereof and, upon termination of the Building Lease, the University would acquire ownership of the Facilities. The total cost of the project is estimated to be \$600,000-\$800,000. The Facilities are projected to be completed in August 2023. The project will be funded from pledges received by the University of Louisiana at Lafayette Foundation.

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

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to enter into a Building Lease to RCFI to provide the site for construction of the Facilities by RCFI, which shall terminate upon completion of construction.

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

Executive Summary February 23, 2023 Page 2

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

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



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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

This is a request for permission for the University to enter into a enter a Building Lease with Ragin' Cajun Facilities, Inc. (RCFI) of a portion of the building located at 501 W. St. Mary Boulevard, Lafayette, LA 70506, to be renovated for use by the University's Nursing Program. The renovation will encompass approximately 21,000 square feet of renovated facilities including, but not limited to, a new floor plan to make the space suitable for the University's Nursing Program (the "Facilities"). RCFI would own the Facilities until completion thereof, whereupon the Building Lease would terminate, and the University would acquire ownership of the Facilities. The project will be funded from pledges received by the University of Louisiana at Lafayette Foundation.

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

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

Sincerely,

E. Joseph Savoie

President

SVC Attachment

BUILDING LEASE AGREEMENT

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

WITNESSETH:

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

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

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

WHEREAS, the University of Louisiana at Lafayette Foundation ("Foundation") is providing the funding for the construction of improvements to the fourth (4th) floor of the Building (defined herein), which will be used for the University's Nursing Program (the "Facilities"); and

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

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

ARTICLE ONE LEASE OF PREMISES - TERMS OF LEASE

Section 1.01. Lease of Premises. The Board does hereby let, demise, and rent to the Corporation, and the Corporation does hereby rent and lease from the Board, the Fourth (4th) Floor of the Building (defined herein) more particularly described on Exhibit "A" attached hereto and incorporated herein, and the right of uninterrupted access over and through other connected or adjacent property owned by the Board, the right to and from all streets and roads now or hereafter adjoining the Building for vehicular and pedestrian ingress and egress, and the unexclusive right to use the common areas of the Building (the "Premises"). The Corporation, by execution of this

Lease, accepts the leasehold estate herein demised subject only to the permitted encumbrances described on Exhibit "B" attached hereto and incorporated herein.

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

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

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

"Board's Interest" means the Board's ownership interest in and to the Premises.

"Building" means the immovable property more particularly described on Exhibit "A" attached hereto and incorporated herein, in which the Facilities are to be located.

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

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

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

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

"Corporation" means Ragin' Cajun Facilities, Inc., a Louisiana nonprofit corporation, qualified as a federally designated 501(c)(3) organization, organized exclusively to promote, assist and benefit the mission of the University by engaging in any lawful activity in which a nonprofit corporation meeting the requirements of Section501(c)(3) of the Internal Revenue Code of 1986 may engage, specifically including but not limited to acquiring, constructing, developing, managing, leasing, as lessor or lessee, mortgage and/or conveying facilities on the campuses of the University or its successor or assigns.

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

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

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

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

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

"Expiration Date" means the expiration date of this Lease as set forth in Section 1.03 hereof.

"Facilities" means the improvements made to the Premises, which will be used for the University's Nursing Program.

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

"Foundation" means University of Louisiana at Lafayette Foundation.

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

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

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

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

"Premises" means the fourth (4th) floor of the Building, which is being leased to the Corporation pursuant to Section 1.01 hereof, together with all other rights and interests leased pursuant to Section 1.01 hereof.

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

"Term" means the term of this Lease as set forth in Section 1.03 hereof.

"University" means the University of Louisiana at Lafayette, Lafayette, Lafayette Parish, Louisiana.

ARTICLE THREE RENT

Section 3.01. Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 or such other place as the Board may designate from time to time in writing, as annual rent for the Premises ("Rent"), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

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

ARTICLE FOUR USE OF PREMISES

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

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

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

a. the waiver by written consent of the formulation and adoption of rules, regulations, and requirements, if any, relative to the erection, construction and maintenance of

- the facilities referenced in Section 3362(A) of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Lease or specifically referenced in this Lease; and
- b. the waiver by written consent of the Board's right to require removal of the facilities referenced in Section 3362(B) of Title 17 of the Louisiana Revised Statutes, except as set forth in this Lease.

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

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

- a. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial, and workmanlike manner all in accordance with this Lease and the Plans and Specifications and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.
- Subject to the provisions of this Section 5.01, the Plans and Specifications and all b. decisions regarding design and construction matters shall be made by the Corporation in consultation with the Design-Build Team. The Corporation shall select the Design-Build Team (all of whom shall comply with licensing requirements of Louisiana law). All construction, alterations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all Applicable Laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority shall have previously reviewed and approved the Plans and Specifications and the form of the Contract for the Facilities.

- c. Changes in work and materials are subject to review and approval of the Advisory Committee; however minor changes in work or materials, not affecting the general character of the Facilities or increasing the cost of development and construction may be made in the Plans and Specifications at any time without the approval of the Advisory Committee, but a copy of the altered Plans and Specifications shall promptly be furnished to the Advisory Committee. The Corporation shall notify the Advisory Committee of any changes in work or materials that require the Advisory Committee's approval and the Advisory Committee shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Advisory Committee to make a determination and to approve or disapprove any changes in work or material.
- d. After completion of the Facilities, at least sixty (60) days prior to undertaking any construction, structural alteration, or remodeling of the Facilities during the Term, the Corporation shall submit plans for such remodeling to the Advisory Committee for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration or remodeling of the Facilities. The Advisory Committee shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All alterations, renovations, or additions to the Facilities undertaken by the Corporation shall be in conformance with all Applicable Laws, codes, rules and regulations, and amendments thereto, including 1988 Standard Building Code with 1989 and 1990 revisions, ANSIA 1117.1 1986 edition, and NFPA 101 Life Safety Code, the 2006 International Building Code, the 2006 NFPA, the 1994 ADAAG and all local and state building codes. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.
- e. Subject to Force Majeure, the Corporation covenants that the Corporation shall substantially complete construction of the Facilities. Notwithstanding anything to the contrary contained herein, a breach by the Corporation of the covenant set forth in this Section 5.01(e) shall not be an Event of Default hereunder. The Board shall be entitled to institute an action seeking specific performance of this covenant by the Corporation.
- f. Prior to the Commencement of Construction, the Corporation and the Design-Build Team shall meet with the Advisory Committee to coordinate the construction activity under the Contract. Upon Commencement of Construction, the Corporation shall deliver to the Advisory Committee, (1) copy of the signed Contract between the Corporation and the Design-Build Team for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the cost of construction set forth in the Contract for the construction of the Facilities issued by a company qualified, permitted or admitted to do business in the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. § 9:4802(C) to be taken by an owner to protect the Premises from any liens related to the design or construction of the Facilities.

- g. Prior to the Commencement of Construction of the Facilities, any member of the Design-Build Team whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- h. Any performance bond, labor and material payment bond, or completion bond provided by a member of the Design-Build Team hired by the Corporation shall be for one hundred percent (100%) of the amount of the contract with such contractor and shall contain a dual obligee rider in favor of the Board; subject, however, to the reasonable underwriting guidelines of the surety of issuing the bond and rules of the Governmental Authorities regulating the surety.
- i. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Advisory Committee, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Advisory Committee.
- j. The Corporation shall inspect the Premises and arrange for site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Premises is suitable for construction of the Facilities. Subject to the permitted encumbrances, if any, shown on Exhibit "B" attached thereto and incorporated herein, the Corporation accepts the Premises in its present condition. However, the Board represents that to the best of its knowledge and belief there are no Hazardous Substances or other materials in or around the Premises that would materially impact the construction of the Facilities.
- k. The cost of construction of the Facilities shall include all costs necessary for the Design-Build Team or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.
- 1. The obligations and liabilities of the Corporation undertaken in this Lease do not give rise to any personal obligation or liability of the officers, directors, members, or other persons or entities affiliated with the Corporation.

ARTICLE SIX ENCUMBRANCES

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

ARTICLE SEVEN MAINTENANCE

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

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

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

Section 8.02. Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Building 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 Lease the amounts paid by the Board until repaid by the Corporation, plus interest at the rate of ten percent (10%) per annum from the date paid by the Board.

ARTICLE NINE AUDITS

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

ARTICLE TEN INDEMNIFICATION

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

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

ARTICLE ELEVEN TERMINATION, DEFAULT, AND REMEDIES

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

- a. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.
- b. The Taking by execution of the Corporation's leasehold estate for the benefit of any Person.
- c. The Corporation 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 Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure within such period and continues such work thereafter diligently and without unnecessary

delay, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

- d. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.
- e. The commencement by the Corporation of a voluntary case under the federal bankruptcy code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.
- f. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) construction for a period of forty-five (45) consecutive days.

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

Section 11.03 Termination of Lease or Right of Occupancy. Except as otherwise provided in this Lease, the Board shall not have the right to terminate this Lease prior to the Expiration Date hereof. In the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate this Lease or the Corporation's right to occupancy of the Premises and the Facilities (if construction has commenced), except that the Facilities, at the option of the Board, shall remain therein. The Board shall have the right to take possession of the Premises and the Facilities (if applicable) and to re-let the Premises and the Facilities or take possession in its own right for the remaining Term of this Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to convey all of its right, title, and interest in and to the Facilities and all of its rights under this Lease to the new lessee of the Premises under the same terms and conditions applicable to the Corporation, unless otherwise agreed to by the Board, or to the Board if the Board wishes to remain in possession on its own behalf, in consideration for the new lessee (or the Board as applicable) agreeing to assume all of the Corporation's obligations under this Lease and under any debt incurred by the Corporation in connection with the construction of the Facilities.

Section 11.04. Rights of the Board Cumulative. All rights and remedies of the Board provided for and permitted in this Lease shall be construed and held to be cumulative, and no

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

ARTICLE TWELVE TITLE TO THE FACILITIES

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

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

ARTICLE THIRTEEN CONDEMNATION

Section 13.01. Condemnation. Upon the permanent Taking of all the Premises and the Facilities, this Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02. Partial Condemnation. Upon a temporary Taking or a Taking of less than all of the Premises, the Board, at its election, may terminate this Lease by giving the Corporation notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Facilities cannot be economically and feasibly used by the Board for its intended purposes. Upon any such termination, the Rent accrued and unpaid

hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Premises, and the Board decides not to terminate this Lease, the Board and the Corporation shall either amend this Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Premises and/or Facilities.

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

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

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

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

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

Section 14.03. Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any permitted conveyance, transfer, or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Lease.

ARTICLE FIFTEEN COMPLIANCE CERTIFICATE

Section 15.01. The Corporation Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modification, that the same is in full force and effect as modified and stating the

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

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

ARTICLE SIXTEEN TAXES AND LICENSES

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

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

ARTICLE SEVENTEEN FORCE MAJEURE

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

ARTICLE EIGHTEEN MISCELLANEOUS

Section 18.01. Nondiscrimination, Employment, and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex (including pregnancy, gender identity, and transgender status), sexual orientation, age (forty (40) years old or older), genetic information, religion, national origin, citizenship, military or veteran status, or handicap, in employment practices or in the performance of the terms, conditions, covenants, and obligations of this Lease, is prohibited.

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

If to the Board:

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

with copies to:

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

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

If to the Corporation:

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

with a copy to:

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

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

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

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

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

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

Section 18.07. Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Premises 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 Premises against the claims of any and all

persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Lease and the matters listed on Exhibit "B" attached hereto and incorporated herein.

Section 18.08. Curative Matters. Except for the express representations and warranties of the Board set forth in this Lease, any additional matters necessary or desirable to make the Premises 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 Premises usable for the Corporation's purpose.

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

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

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

Section 18.12. Severability. If any term or condition of this Lease or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications

which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Lease are declared severable.

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

Section 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 Premises or concerning the construction, operation, or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board required under the terms of this Lease, all agreements, documents, or approvals shall be forwarded to the Board Representative.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the unders Agreement on behalf of the Board of Supervisors and day of, 2023.	igned representative has signed this Lease for the University of Louisiana System on the
	BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
	By: Dr. E. Joseph Savoie, President University of Louisiana at Lafayette and Board Representative
IN WITNESS WHEREOF, the unders Agreement on behalf of Ragin' Cajun Facilities, Inc.	igned representative has signed this Lease c. on the day of, 2023. RAGIN' CAJUN FACILITIES, INC.
	By: David K. Fontenot, Chairman

EXHIBIT A

BUILDING DESCRIPTION

The building and improvements bearing municipal address 501 W. St. Mary Blvd., Lafayette, LA 70506, being part of that certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, containing 5.834 acres, more or less, and as shown on that certain plat of survey dated January 11, 2022, prepared by Ronkartz-Oestriecher, a copy of which is attached hereto and made a part hereof, and further described as follows:

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

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

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

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

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

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

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

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

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

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

EXHIBIT C

FORM OF MEMORANDUM OF BUILDING LEASE

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

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

RECITALS

- A. Lessor and Lessee have entered into a Building Lease Agreement dated as of ________, 2023 (the "*Lease*"), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the fourth (4th) floor of the immovable property more particularly described on Exhibit A attached hereto and incorporated herein (the "*Premises*").
- 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 _______, 2023 and shall continue until the Facilities (as that term is defined in the Lease) are accepted by the Lessor.
- 2. Any third party entering into a contract with the Lessee for improvements to be located in the Premises, or any other party claiming under said third party, shall be on notice that neither the Lessor nor the Lessor's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Lessee.
- 3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

If to the Board:

Board of Supervisors for the University of Louisiana System Claiborne Building, Suite 7-300 1201 North Third Street Baton Rouge, Louisiana 70802

Attention: Vice President for Business and Finance

with copies to:

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

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

If to the Corporation:

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

with a copy to:

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the understand Agreement on behalf of the Board of Supervisors day of, 2023.	signed representative has signed this Lease for the University of Louisiana System on the
	BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
	(example - signature not required)
	By: Dr. E. Joseph Savoie, President University of Louisiana at Lafayette and Board Representative
IN WITNESS WHEREOF, the unders Agreement on behalf of Ragin' Cajun Facilities, In	signed representative has signed this Lease c. on the day of, 2023.
	RAGIN' CAJUN FACILITIES, INC.
	,
	By: David K. Fontenot, Chairman

EXHIBIT A

BUILDING DESCRIPTION

The building and improvements bearing municipal address 501 W. St. Mary Blvd., Lafayette, LA 70506, being part of that certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Section 66, Township 9 South, Range 4 East, City and Parish of Lafayette, containing 5.834 acres, more or less, and as shown on that certain plat of survey dated January 11, 2022, prepared by Ronkartz-Oestriecher, a copy of which is attached hereto and made a part hereof, and further described as follows:

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

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

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

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

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

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

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

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

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.9. University of Louisiana at Lafayette's request for approval to enter a Lease with Our Lady of Lourdes Regional Medical Center, Inc. (OLOL) of a portion of the building located at 406 Dunreath Street, Lafayette, Louisiana, currently occupied by OLOL, for the sole purpose of housing its outpatient rehabilitation center, as authorized by La. R.S. 17:3361, et seq.

EXECUTIVE SUMMARY

The Board previously approved the acquisition of the OLOL property on February 17, 2022. The transaction is expected to close on February 28, 2023. As part of the transaction, OLOL is requesting to continue operating its outpatient rehabilitation facility in the building located at 406 Dunreath Street, Lafayette, for a period of no more than two years so a new location for the center can be identified. The Lease will commence soon after the closing of the acquisition of the OLOL property and will term out in within two years.

The University seeks approval to enter into the referenced Lease with OLOL for \$7,601 per month; this value was determined by The Appraisal Group of LA, located in Lafayette.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to enter a Lease with Our Lady of Lourdes Regional Medical Center, Inc. (OLOL) of a portion of the building located at 406 Dunreath Street, Lafayette, Louisiana, currently occupied by OLOL, for the sole purpose of housing its outpatient rehabilitation center, as authorized by La. R.S. 17:3361, et seq.

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

Executive Summary February 23, 2023 Page 2

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

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

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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

This is a request for permission for the University to enter into a enter a Lease with Our Lady of Lourdes Regional Medical Center, Inc. (OLOL) of a portion of the building located at 406 Dunreath Street., Lafayette, LA 70506, currently occupied by OLOL, for the sole purpose of housing its outpatient rehabilitation center for a period two years. The leased area will encompass approximately 7,601 square feet of the building. The Board will be acquiring property owned by OLOL and this Lease is a part of the transaction.

The University is seeking approval of the Board of Supervisors for the University of Louisiana System to enter into the referenced Lease with OLOL for \$7,601.00 per month. The draft Lease is attached, which will be approved by System staff and legal counsel prior to execution.

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

E. Joseph Savoie

President

Sincerely,

svc

Attachment

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into effective the ______ day of ______, 2023 (the "Effective Date"), by and between 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 University of Louisiana at Lafayette (the "University"), represented herein by Dr. E. Joseph Savoie, President of University (the "Lessor"), and Our Lady of Lourdes Regional Medical Center, Inc., a non-profit corporation organized under the laws of the State of Louisiana, herein represented by Donna F. Landry, its duly authorized Interim Market President (the "Lessee"). Lessor and Lessee may be referred to herein collectively as the "Parties" and each individually as a "Party."

The Board with and on behalf of the University is authorized to execute such a Lease with a nonprofit entity when such is in furtherance of the University's mission pursuant to La. R.S. 17:3361 and such a Lease will service the community.

ARTICLE 1 Leased Premises

1.1 <u>Leased Premises</u>. In consideration of the rents, covenants, and agreements hereinafter reserved and contained to be observed and performed by Lessee, Lessor demises and leases to the Lessee, and Lessee leases from Lessor:

Approximately 7,601 square feet of rentable space (the "Rentable Area") which consists as follows: (i) 4,509 square feet on the 1st Floor; and (ii) 3,542 square feet on the 2nd Floor of the Health Performance Center located at the municipal address of 406 Dunreath St., Lafayette, Louisiana 70506 (the "Building") and the Rentable Area is described and outlined in red on Exhibit A Floor Plan (the "Leased Premises").

Lessee shall have access to the Building and Leased Premises during normal Building hours.

ARTICLE 2 Term

- **2.1** Term. The term of this Agreement (the "Term") and the Rental payable hereunder for the Leased Premises as provided in Article 4 herein shall commence on the Effective Date (the "Commencement Date") and shall expire on the last day of the twenty-fourth (24th) month following the Commencement Date. The Lessee currently occupies the Leased Premises and said Leased Premises contains Lessee's furniture, personal property, trade fixtures, communications equipment, cabling, and wiring in the Leased Premises.
- **Termination for Convenience**. Lessee shall have the right to terminate this Agreement at any time by giving ninety (90) days written notice to the Lessor. Lessee shall be responsible for all Rental for the Leased Premises as set forth in Article 4 herein for the entire notice period.
- **2.3** Force Majeure. The performance of the Agreement by either Party shall be subject to "Force Majeure" which shall be defined as any event beyond the control of a Party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared

or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, government regulation, proclamation, order, or action, or where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, or inadvisable to fully perform the terms of the Agreement. If any Force Majeure event occurs affecting a Party's performance under this Agreement, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the Force Majeure event. Should the Force Majeure event continue for a period in excess of sixty (60) days, then the University, in its sole discretion, may terminate this Agreement.

2.4 Right to Advertise. For the period of sixty (60) days prior to the expiration or termination of this Agreement, regardless of the reason, Lessor shall have the right to display on the exterior of the premises a "For Rent" sign (not to exceed four feet by eight feet in size) and during such period, upon at least one (1) Business Day's (hereinafter defined) prior written notice to Lessee, Lessor may enter the Leased Premises to show the Leased Premises and all parts thereof to prospective tenants during normal business hours. Lessee understands the need to show the Leased Premises to prospective new tenants and gives Lessor permission to show the Leased Premises during normal Business Hours.

ARTICLE 3 Compliance and Protection of Data

- **Compliance**. Lessee and all Lessee contractors, subcontractors, and vendors shall be in compliance at all times with all applicable federal, state, and local laws, regulations, and ordinances required for their lawful operation, including but not limited to those regarding the packaging, storage, and handling of waste (including but not limited to solid waste, hazardous waste, chemical waste, biomedical waste, and radioactive waste). Lessee shall be responsible for compliance with all applicable University policies, safety and security measures, environmental and sustainability guidelines, and vehicle regulations, including but not limited to the University's Tobacco-Free Policy. Lessee shall also be responsible for disseminating to its employees any and all updates to University policies, guidelines, etc., including but not limited to those concerning or relating to COVID-19, as found on policies.louisiana.edu, or as otherwise provided by University to Lessee in writing. Alcohol is not permitted anywhere on University's premises absent written authorization by University's authorized representative.
- **Protection of Data**. If any data is made available or accessible to Lessee in connection with this Agreement or the performance of services, pertaining to University's students, alumni, employees, visitors, guests, projects, transactions, clients, or customers, Lessee shall not collect, access, store, copy, analyze, monitor, disclose, transfer, or otherwise use that data except as authorized by the data subject or in accordance with the law. Lessee shall comply fully with all applicable federal and state privacy and data protection laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), as well as all other applicable regulations and directives relating to personally identifiable data ("PII") and data privacy with respect to any such data. Lessee shall protect all PII and the privacy and legal rights of University's students, alumni, employees, visitors, guests, projects, transactions, clients, and customers.

3.3 Security Breach. Lessee shall take all reasonable steps and use best efforts to immediately remedy any security breach of the data described herein and prevent any further security breach at Lessee's expense in accordance with applicable privacy rights, laws, regulations, and standards. To the extent legally permitted, Lessee agrees to notify University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of student or customer information obtained in connection with this Agreement (collectively, "Customer Data"). Lessee's report to University of any such security breach shall identify, to the extent reasonably available and permitted by law: (i) the nature of the unauthorized use or disclosure; (ii) the Customer Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure, if known; (iv) what Lessee has done or will do to mitigate the effect of the security breach; (v) what corrective action Lessee has taken or will take to prevent future similar unauthorized use or disclosure; and (vi) such other information as reasonably requested by University. Lessee shall provide all data security breach notifications and remediation in accordance with applicable law and any additional requirements of University. Upon written request from University, Lessee shall provide detailed information to University regarding the date and nature of the security breach and confirmation that notifications have been provided to affected individuals. In the event that Lessee fails to provide a required security breach notification and University chooses to provide notification to affected individuals, Lessee shall reimburse University for actual costs incurred by University in responding to, and mitigating damages caused by, any security breach described in this paragraph, including all costs of notice and/or remediation. Lessee agrees to cooperate at its own expense with University in any litigation or other formal action deemed necessary by University to protect its rights relating to the use, disclosure, protection, and maintenance of PII held by Lessee.

ARTICLE 4 Rental

- **4.1** Rentals Payable. Lessee promises and agrees to pay to Lessor the following:
 - a) the Rental specified in Article 4.2; and
 - b) all additional sums, charges, or amounts of whatever nature to be paid by Lessee to Lessor in accordance with the provisions of this Agreement (collectively referred to as "Additional Rental").
- **Rental**. During the Term of this Agreement, rent payments ("**Rental**") shall be calculated at Twelve and 00/100 Dollars (\$12.00) per square foot of the Leased Premises (approximately 7,601 square feet) per annum, payable in equal monthly installments of \$7,601.00, and payable in advance on or before the first day of each calendar month during the term of the Lease. Rent for any partial month shall be prorated for that month.

Telecommunications services are not included in the Rental calculation and shall be billed separately to Lessee if provided by Lessor.

4.3 Payment of Rental. Lessee shall pay all Rental when due and payable, without any setoff, deduction, or prior demand therefor whatsoever. If Lessee shall fail to pay said Rental within five (5) Business Days after the same is due, Lessee shall be obligated to pay a late payment charge of

One Hundred and No/100 Dollars (\$100.00) per day. In addition, any Rental which is not paid within ten (10) days after the Rental payment's initial due date shall bear interest at an annual rate of ten percent (10%) (the "**Default Rate**"). All Rental shall be paid to the University of Louisiana at Lafayette and delivered to Lessor at P. O. Box 40400, Lafayette, LA 70504, Attention: Lynn LeBlanc, or at such other place as Lessor may from time to time designate in a written notice to Lessee. Any payment by Lessee, or acceptance by Lessor, of a lesser amount than is due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

Operating Costs and Utility Escalations. The Rental provided for herein includes all operating expenses, utility costs, taxes, and insurance required to be provided by Lessor pursuant to the terms of this Agreement. For avoidance of doubt, Lessee shall not have any obligation to pay any amount to Lessor for the operating expenses, utility services as set forth in Article 6.1, taxes, or insurance associated with the maintenance, operation, and repair of the Building over and above the Rental set forth in Article 4.2 above.

ARTICLE 5 Assignment & Subletting

5.1 Assignment and Subletting. Lessee agrees that it will not assign, or sublet (other than to an Affiliate) in whole or in part, any portion of the Leased Premises, without the prior written consent of Lessor's authorized representative, which consent Lessor may withhold if the sublease or sublessee is not approved by University, or if the sublessee is deemed by Lessor to be inconsistent with the purpose or mission of University. Any assignee or sublessee must agree in writing to abide by all of the terms of this Agreement. Consent to an assignment or sublease by Lessor shall not relieve the Lessee from any of its obligations assumed under this Agreement unless Lessor and Lessee reach a written agreement, signed by duly authorized representatives of the Parties, by which Lessee shall be released of these obligations. Any assignment by operation of law shall be subject to the same conditions and restrictions as an assignment by Lessee. Any assignment or sublease not made in conformity with the foregoing may be voided at the option of Lessor. Lessor may sell, transfer, or assign all or any part of its interest in the Building, the Leased Premises, or this Agreement, at any time or times without consent of Lessee. The term "Affiliate" shall mean (i) an entity into or within which Lessee shall be merged or consolidated, or to which all or substantially all of the assets of Lessee are transferred or sold, or (ii) any entity which shall control, be controlled by or be under common control with Lessee, with "control" deemed to be ownership of more than fifty percent (50%) of the stock or other voting interest of the controlled entity.

ARTICLE 6 Services

6.1 <u>Utility Services</u>. Lessor shall provide: (i) during the hours of 8:00 a.m. to 5:00 p.m. Central Time ("Business Hours") Monday through Friday (excluding public holidays) ("Business Days"), heating and air conditioning required for the comfortable use and occupancy of the Leased

- Premises, (ii) electricity for standard lighting and power suitable for the use of the Leased Premises for general office purposes, and (iii) hot and cold water for drinking, cleaning, and lavatory purposes at those points of supply, in a manner customarily furnished by landlords of comparable office buildings located in Lafayette, Louisiana.
- **6.2** <u>Janitorial Services</u>. Lessor shall be responsible for janitorial services and for trash removal, provided that Lessee deposits trash in a location in the Leased Premises as may be designated by Lessor.

ARTICLE 7 Taxes

7.1 <u>Lessee to Pay Taxes</u>. Lessee agrees to pay all ad valorem taxes on the fixtures and equipment owned or leased by Lessee located in and on the Leased Premises. For avoidance of doubt, Lessee shall have no obligation to pay for any real estate or other taxes assessed against Lessor, the building or any of Lessor's property located in the Building.

ARTICLE 8 Damages, Loss, and Insurance

- **8.1** <u>Damages, Loss</u>. Lessee agrees that during its occupancy of the Leased Premises, it shall assume full responsibility for itself, its employees, guests, patrons, licensees, and all other persons entering the Building or Leased Premises for business, pleasure, and/or other purposes relating to Lessee's use of the Leased Premises; provided, however, Lessee shall not be liable for any damages, losses, injuries to persons or property, costs or expenses arising from or related to the negligence of Lessor or its agents, employees, or contractors.
- **8.2** Lessee's Insurance. Lessee shall purchase at its own cost and expense and maintain for the duration of the Agreement insurance coverage in accordance with the attached Exhibit B: Insurance Requirements for Lessees ("Exhibit B"). Lessee shall additionally include all sublessees, vendors, contractors, and subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining that each sub-lessee, vendor, contractor, and subcontractor satisfies the University's requirements for insurance coverage in accordance with Exhibit B.
- **Lessor's Insurance**. At all times during the Term of this Agreement, Lessor will carry and maintain, (1) fire and extended coverage insurance covering the Building, its equipment, and common area furnishings, (2) bodily injury and property damage insurance, and (3) such other insurance as Lessor determines from time to time is necessary, but in no event less than the full replacement value of the Building. The insurance coverage and amounts will be reasonably determined by Lessor, based on coverage carried by prudent owners of comparable buildings in the vicinity of the Building. Lessee acknowledges that the fire and extended coverage insurance being carried and maintained by Lessor shall not cover Lessee's equipment, furniture, and furnishings. Lessor may self-insure, obtain commercial coverage, or a combination thereof in order to comply with the insurance required to be maintained under this Section 8.3.
- **8.4** <u>Destruction of Premises</u>. In the event of the destruction, in whole or in part, of the Leased Premises by fire or other casualty, Lessor shall, within fifteen (15) days from the date of such

damage, notify Lessee whether such repairs can be made within one hundred eighty (180) days of such damage under applicable laws and regulations of the Federal, State, Parish, and Municipal authorities having jurisdiction thereof, as long as insurance proceeds are made available to Lessor. Lessor's determination shall be made in a reasonable or businesslike manner and shall be binding on Lessee. If Lessor determines such repairs can be completed within one hundred eighty (180) days from the date of such damage, Lessor shall rebuild or repair the Leased Premises within one hundred eighty (180) days from the date of such damage, and this Agreement shall remain in full force and effect except that, if the damage is not the result of the negligence or willful misconduct of Lessee or its agents or employees, Lessee shall be entitled to a proportionate reduction of the Rental it is then paying based on the proportion of rentable area of the Leased Premises Lessee is able to use from the date of such casualty until the Leased Premises or the Building (if damage to the Building renders any portion of the Leased Premises untenantable or inaccessible to Lessee) is restored to their condition before the occurrence. Lessee shall resume occupancy immediately upon the rebuilding or the repairing being completed.

If Lessor determines such repairs cannot be made within one hundred eighty days (180) days from the date of such damage, Lessor shall so notify Lessee in writing. Lessor or Lessee may terminate this Agreement upon giving notice to the other within ten (10) days of such notice. In such event Lessee shall pay to Lessor any sums then due Lessor and Lessor shall refund to Lessee any Rental previously paid for any period of time subsequent to such termination.

ARTICLE 9 Permitted Use

9.1 Permitted Use.

- a) The Leased Premises are leased to Lessee for the sole purpose of housing its outpatient rehab space. Lessee agrees that it shall use the Leased Premises in such a manner as to not interfere with or infringe upon the normal use and rights of other tenants in the Building and shall not commit any nuisance or permit the emission of any objectionable noise or odor. Lessee agrees to comply with all applicable laws, ordinances, and regulations in connection with its use of the Leased Premises and agrees to keep the Leased Premises in a clean and sanitary condition.
- b) Lessee shall not conduct any auction on the Leased Premises. All equipment, furniture, furnishings, and freight must be moved into, within, and out of the Building under the supervision of Lessor or its agent at such reasonable time and manner as may be directed by Lessor or its agent, according to such commercially reasonable regulations as may be determined by Lessor at its discretion.
- c) Employees of Lessor shall not perform any work for Lessee nor do anything outside of their regular duties unless instructed to do so by Lessor, and no employee of Lessor shall admit any person (Lessee or otherwise) to any office space without specific instructions from Lessor.
- d) All keys to the Building and Leased Premises shall be obtained from Lessor, and all such keys shall be returned to Lessor upon the termination or expiration of this Lease. Lessee

shall not change the locks or install other locks on the exterior doors of the Building without the written consent of Lessor. Notwithstanding the foregoing, Lessor agrees to coordinate with Lessee in programming the identification badges of Lessee's employees into the Building's keycard access system so that Lessee's employees may use their badges to access the Building and the Leased Premises.

- e) Lessee shall see that the windows and doors of the Leased Premises are closed and securely locked before leaving the Building. Lessee shall give prompt notice of any accident to or defects in the Leased Premises, so that same may be attended to promptly. Lessor shall commence making repairs within a reasonable time period after having received such notice.
- f) Lessee agrees to abide by all rules and regulations of the Building reasonably imposed by Lessor.
- g) Lessee is prohibited from using the image, name, or logo of Lessor in any way without the express, written consent and approval of Lessor.

ARTICLE 10 Repairs and Alterations

10.1 Repairs to Leased Premises.

- a) Except as provided in Article 8.1 of this Agreement, Lessor, at its sole cost and expense, shall keep the structural portions of the Building and all Building systems, including, without limitation, the electrical, plumbing, air conditioning, heating, life safety and other mechanical installations therein, in good working order and repair and will, at Lessor's expense, make all replacements as they become necessary and required.
- b) Except for Lessor's obligations set forth in Article 10.1(a) above, Lessee, at its sole cost and expense, shall keep the Leased Premises in good repair and condition during the Term and will surrender the Leased Premises at the expiration or earlier termination of the Term, or at such other time as it may vacate the Leased Premises, in as good condition as when received, excepting depreciation caused by ordinary wear and tear.
- c) Lessee will not overload the electrical wiring serving the Leased Premises or within the Leased Premises and will install at Lessee's expense any additional electrical wiring which may be required in connection with Lessee's apparatus. Prior approval (not to be unreasonably withheld, conditioned, or delayed) from Lessor is required to contract for any repairs and/or alterations, and all vendors must be approved by University. Any damage or injury sustained by any person because of mechanical, electrical, or any other equipment or installations installed by or on behalf of Lessee and for which the maintenance and repair thereof is the responsibility of Lessee, pursuant to the terms of this Agreement, shall be paid for by Lessee, and Lessee hereby agrees to indemnify and hold Lessor harmless from and against all claims, actions, damages, and liability in connection therewith, including, but not limited to, attorneys' and other professional fees, and any other cost which Lessor might reasonably incur.

10.2 <u>Damage to Premises</u>. Lessee will repair promptly at its sole expense any damage to the Leased Premises caused by or arising from Lessee's installation or removal of property in or from the Leased Premises, regardless of fault or by whom such damage shall be caused (unless caused by Lessor, its agents, employees, or contractors). If Lessee fails to commence such repairs within five (5) Business Days after notice to do so from Lessor, Lessor may make or cause the same to be made and Lessee agrees to pay to Lessor promptly upon Lessor's demand, as Additional Rental, the reasonable cost thereof with interest thereon at the Default Rate until paid.

10.3 Interior Alterations.

- a) Lessee may place partitions and fixtures and make improvements and other alterations in the interior of the Leased Premises, at its own expense, provided, however, that prior to commencing any such work, Lessee shall provide Lessor with construction and design plans, if applicable (e.g., detailed plans would not be necessary for truly cosmetic alterations such as carpet and paint), and obtain written consent of Lessor prior to the proposed work, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right to employ its own contractors and/or workmen to install any items or to make any improvements or other alterations, which have been approved by Lessor. Lessee shall not permit any mechanic's, materialman's or other liens arising out of work performed at the Leased Premises by or on behalf of Lessee to be filed against the fee of the Building nor against Lessee's interest in the Leased Premises. If any such liens are filed, then Lessee, within twenty (20) days of its notice of such lien, shall remove the same of record (by bonding or otherwise).
- b) Lessor may require that any approved improvements or other alterations be removed, and the Leased Premises be repaired by Lessee or restored by Lessee at the expiration or earlier termination of this Agreement at Lessee's sole cost and expense, provided Lessor has informed Lessee at the time Lessor approves such improvements or other alterations that Lessee will be required to remove the improvements or alterations at the expiration or earlier termination of this Agreement. Such improvements or alterations installed or made by Lessee, other than those of a structural nature, shall remain the property of Lessee.

ARTICLE 11 Common Areas

11.1 Use of Common Areas.

- a) Lessor retains absolute control over the exterior appearance of the Building, including, but not limited to, any and all equipment, signs, and exterior appearance of the Leased Premises as viewed from the exterior of the Building. Lessor also retains control over the public halls or passageways and other common areas of the Building.
- b) Lessee agrees that Lessor, its agents, and employees, shall have access to and the right to enter upon the Leased Premises at any reasonable time upon at least one (1) Business Day's prior notice (except in the case of an emergency) to examine the condition thereof.
- **11.2 Parking**. Lessee shall have the right to use the common parking facilities for the Building. The driveways and loading zones must be kept free of parked automobiles. In addition, the paved

parking area must be kept free of oversized vehicles, vans, trailers, or other prohibited transport units pursuant to University rules and regulations.

Installation of Signage. Lessee shall not, without Lessor's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), install or permit to be installed any decorations, signage, or advertising media of any type which can be viewed from the exterior of the Building, public halls, or passageways with the exception of normal office decorations and furnishings. Lessor hereby grants permission for the existing sign, "Outpatient Rehab Fitness Center" and changes to the sign to remove references to the fitness center. Any additional decorations, signage, or advertising media that Lessor approves and Lessee installs must comply with University rules and regulations. In the event Lessee obtains Lessor's permission and installs any of the above items, Lessee agrees to make no changes, alterations, or modifications to said installed items without the prior written consent of Lessor, and Lessee at its expense shall maintain said items in a neat and orderly manner at all times. Lessee shall display no advertising upon University's premises, nor use the name, trade names, or trademarks of University in connection with any promotion or advertising, without prior written consent from University. Any promotion or advertising utilized by Lessee must include the name of Lessee's business and shall be legible and non-obscene. Except as set forth herein, Lessee shall not distribute, post, affix, or exhibit any other advertising or promotional material upon University premises. Any advertising or promotional material which violates this Agreement is subject to removal and disposal by University. University shall not be held responsible for the cost of replacing any removed advertising or promotional material which violates this Agreement.

11.4 Increased Risk of Fire.

- a) Lessee shall not knowingly do anything in the Leased Premises, or bring or keep anything therein, which shall in any way increase or tend to increase the risk of fire, or which shall conflict with the regulations of the Fire Department or any orders of the State Fire Marshal, with any insurance policy on the Building or any part thereof, or with any rules or ordinances established by the Board of Health.
- b) Lessee is responsible to ensure that it is not overloading or "daisy chaining" electrical outlets, as the interconnecting of power strip or cord connected relocatable power taps are a violation of Occupational Safety and Health Administration (OSHA) regulations and the National Electrical Code. Notwithstanding the foregoing, Lessee shall be permitted to connect surge protected, power strips in the Leased Premises to the electrical outlets located in the Leased Premises, provided that the use of such power strips does not violate any OSHA regulations or any provisions of the National Electrical Code. Failure to follow these regulations can cause the overloading of circuits and can cause overheating and electrical fires.
- c) Lessee shall not utilize hazardous materials of any kind (other than cleaning chemicals in an amount normally used to maintain the applicable Leased Premises) in the course and scope of executing this Agreement.

11.5 Heavy Equipment.

- a) Lessee shall not use any machinery therein which may cause excessive noise, jar, or tremor to the floors or walls, or which by its weight might injure the floors of the Building. Lessor shall prescribe the weight, size, and position of all safes used in the Building, and such safes shall in all cases stand on wood or metal support of such size as shall be designated by Lessor.
- b) All structural reinforcements and/or damage done to the Building by the putting in or taking out of unusually heavy articles, such as safes, whether such items be singular or several, shall be installed or repaired at the sole expense of Lessee; articles of unusual size or weight are not permitted in the Building without the prior written consent of Lessor.

ARTICLE 12 Default

12.1 Default Clause.

- a) In the event Lessee fails to pay any Rental due herein under or fails to keep and perform any of the other obligations, terms, or conditions hereof, time being of the essence, Lessor shall provide written notice to Lessee setting forth in reasonable detail the nature and extent of such default and/or failure. Lessee must then cure such default and/or failure within thirty (30) days of such notice. If such default and/or failure cannot reasonably be cured within such thirty (30) day period, Lessor shall commence curing such default and/or failure within such thirty (30) day period, and shall continue such curing with due diligence, speed, and continuity until fully cured. If Lessee fails to comply with the provisions of this Article 12.1(a), Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert.
- b) Subject to the foregoing, should Lessee at any time violate any of the conditions of this Agreement, or fail to comply with any of Lessee's obligations hereunder, or fail to pay any Rental, or similar charges punctually at maturity, as stipulated, upon the filing of bankruptcy, receivership, or respite petition by or against Lessee, or upon Lessee's suspension, failure, or insolvency, the Rental for the whole unexpired term of this Agreement shall, without putting Lessee in default, at once become due and eligible, and in any such event, Lessor shall have the option either at once to demand the entire Rental for the whole term or to immediately cancel this Agreement without putting Lessee in default. In such event, Lessee shall remain responsible for all actual damages or losses suffered by Lessor which directly relate to this Agreement; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the Leased Premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights; Lessor expressly reserves the right to always enforce prompt payment of amounts due or to cancel this Agreement, as allowed pursuant to the terms of this Agreement, regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this Agreement will make Lessee liable for any loss or damage sustained by Lessor.

12.2 Attorney's Fees.

- a) If Lessor and Lessee litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorney's fees and court costs, incurred by or associated with the successful litigant as a result of such litigation.
- b) Any amount due from Lessee to Lessor under this Article 12.2 which is not paid when due shall bear interest at the Default Rate from the due date until paid, or a minimum late charge of One Hundred and No/100 Dollars (\$100.00) per day, whichever is greater, unless otherwise specifically provided herein; but the payments of such interest or late charge shall not excuse or cure any default by Lessee under this Agreement.

ARTICLE 13 Eminent Domain

13.1 Eminent Domain. In the event of a taking of the whole or any part of the Leased Premises by a public authority by means of an eminent domain procedure so as to render the Leased Premises unsuitable for use, either Party shall have the right to terminate this Agreement upon notice to the other Party within thirty (30) days after receiving knowledge of the taking. Should either Party elect to terminate this Agreement, the Lease terms shall cease as of the day the public authority assumes possession thereof; provided, however, that if such taking is for a temporary period not exceeding one hundred twenty (120) days, neither Party may terminate this Agreement, but all rent shall abate during such period. If, following a taking, this Agreement shall continue in effect as to any portion of the Leased Premises, all rent shall be reduced by the proportion which the floor area of the Leased Premises taken bears to the initial floor area of the Leased Premises.

ARTICLE 14 Damages & Loss, Indemnification, and Peaceful Possession

14.1 <u>Damage & Loss</u>. Lessee agrees to use and occupy the Leased Premises at its sole risk and expense and, except for negligence or fault of Lessor, or Lessor's agents, employees, or contractors, hereby releases Lessor, its partners, agents, students, and employees, to the fullest extent permitted by law, from all liability for any personal and/or bodily injuries, including death, property damage, property loss, or other financial loss suffered or sustained by Lessee occurring in the Leased Premises.

14.2 Indemnification.

a) Lessee agrees to indemnify, defend, and to hold University, the State of Louisiana, the Louisiana Board of Regents, the University of Louisiana System, and each of their respective employees, directors, officers, members, students, volunteers, representatives, institutions, departments, and agents (the "University Indemnified Parties") harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages, costs, and expenses, including reasonable attorney's fees, for bodily injury or death of persons and for loss of or damage to property, in lay or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or result or be alleged to have resulted from the presence, activities, and/or

promotions of every kind and nature whatsoever of Lessee or Lessee's contractors, subcontractors, vendors, officers, employees, agents, licensees, sub-lessees, or invitees, including all occupancy and use of University's facilities and ingress thereto and egress therefrom, whether such occupancy and use is authorized or not, except that Lessee shall not indemnify Lessor for the fault or negligence of Lessor.

b) Lessor, its partners, agents, students, and employees specifically avail themselves of the provisions of Louisiana Revised Statutes 9:3221 whereby Lessee assumes all responsibility for the condition of the Leased Premises and any injuries or damages resulting therefrom.

14.3 Peaceful Possession.

- a) Lessor assures Lessee that it will enjoy the peaceful and quiet occupancy of the Leased Premises during the Term of this Agreement and that Lessee may use the Leased Premises for the purposes of its normal business operations. Lessor shall not permit or suffer acts, or failures to act, of other persons in the Building, the Leased Premises, or the land upon which the Building is located, of a nature which is unreasonably loud, jarring, pounding, raucous, or disturbing to a person of normal sensibilities, during Business Hours of Business Days.
- b) Lessee assures Lessor that it will not disrupt the normal business operations of the Building, nor cause any concern for safety for employees and visitors.

ARTICLE 15 General Provisions

15.1 Non-Discrimination Clause. Lessee agrees to abide by the requirements of state and federal law, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Equal Pay Act of 1963, Title IX of the Education Amendments of 1972, Executive Order 11246, the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Genetic Information Nondiscrimination Act of 2008, and the 1990 Americans with Disabilities Act, and amendments thereto.

Lessee agrees not to unlawfully discriminate in its employment practices and will perform under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, genetic information, military or veteran status, disability, or age of persons. Any act of discrimination committed by Lessee, or failure to comply with federal, state, or local anti-discrimination laws, shall be premises for termination of this Agreement.

15.2 <u>Notices</u>. Any notice required or permitted under this Agreement shall be deemed to have been duly delivered when made (i) in writing and mailed by overnight delivery service or certified United States mail with postage prepaid and return receipt requested, or (ii) email to the intended recipient at the address set forth for that Party below:

If to Lessee:

Our Lady of Lourdes Regional Medical Center, Inc. Attn: Market President
4801 Ambassador Caffery Parkway
Lafayette, LA 70508
PHONE _____
EMAIL ____

With copy to:

Franciscan Missionaries of Our Lady Health System, Inc. Attn: General Counsel 4200 Essen Lane Baton Rouge, LA 70809

If to Lessor:

Jerry Luke LeBlanc Vice President for Administration and Finance University of Louisiana at Lafayette P.O. Box 40400, Lafayette, LA 70504

With copy to:

Scott Hebert
Director of Facility Planning and Construction
University of Louisiana at Lafayette
P.O. Box 43646, Lafayette, LA 70504
337-482-5833
scott.hebert@louisiana.edu

- 15.3 Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire agreement between the Parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.
- **15.4** Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of all Parties.
- 15.5 <u>Severability</u>. If any term or condition of this Agreement or the application thereof is held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

- 15.6 <u>No Waiver</u>. No failure by either Party hereto at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 15.7 <u>Audit</u>. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records, and accounts of the Lessee which relate to this Agreement, upon request.
- **15.8** Third-Party Beneficiaries. The Parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Lessee and University.
- 15.9 <u>Governing Law</u>. This Agreement and all claims arising out of or relating to this Agreement shall exclusively be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles. The parties stipulate to the Fifteenth Judicial District, Lafayette Parish, Louisiana as mandatory venue for any suit filed that arises out of or relates to this Agreement.
- **15.10** <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank. Signature pages to follow.]

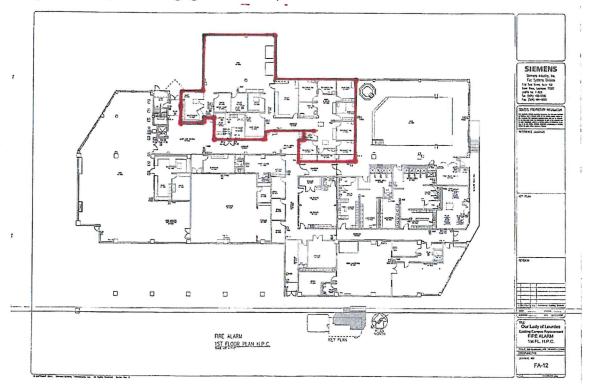
IN WITT	NESS WHEREOF, the	Lessor has executed this Agreement on the
day of	, 2023, be	efore the witnesses hereinafter named and undersigned.
WITNESSES:		BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
		By:
		Name: E. Joseph Savoie Title: President of the University of Louisiana at Lafayette
		_ _
		NOTARY PUBLIC
	Name of Notary:	
	Notary/Bar Roll ID	

		Lessee has executed this Agreement on the day before the witnesses hereinafter named and undersigned.
WITNESSES:		OUR LADY OF LOURDES REGIONAL MEDICAL CENTER, INC.
Printed Name: _		
		Title: Interim Market President
		_
	Name of Notary:	OTARY PUBLIC
	Notary/Bar Roll ID No	

EXHIBIT A FLOOR PLAN

First Floor

4,059 square feet (section higlighted in Red)



Second Floor

3,542 square feet (section higlighted in Red)

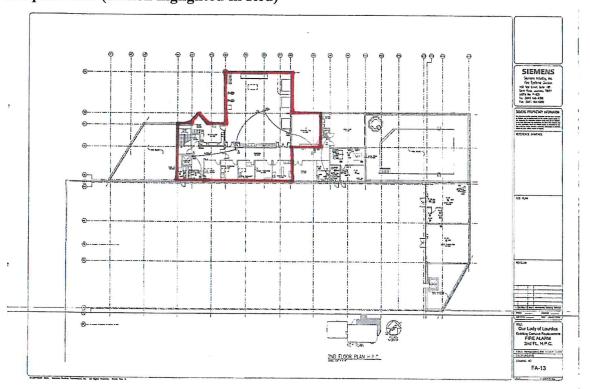


EXHIBIT B INSURANCE REQUIREMENTS

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.10. University of Louisiana at Lafayette's request for approval of four philanthropic naming opportunities on campus.

EXECUTIVE SUMMARY

The collaboration arena at the Louisiana Entrepreneurship & Economic Development (LEED) at the LITE Center – "SCP Health Collaboration Arena"

SCP Health is a leader in clinical practice management and was founded based on a vision of delivering better patient outcomes. Schumacher Clinical Partners, Hospital Physician Partners, and ECI Healthcare Partners came together to combine strengths and expand national reach as one of the largest healthcare partners in the country. SCP Health continues to live the aim of its founder, William "Kip" Schumacher, MD. With 50 years of collective experience, SCP Health's solutions span the continuum of care, aligning clinical and operational experts to revitalize healthcare.

Overseen by the B.I. Moody III College of Business Administration, the center serves the entire state of Louisiana providing technical assistance and support to businesses and economic development agencies, entrepreneurs (students, faculty, and within communities), rural and underserved minority populations that are not connected to economic development resources, and regional commercialization efforts.

As loyal donors and partners of the University of Louisiana at Lafayette since 2004, SCP Health continues its support and has donated gently used office furniture, valued at \$101.959.86. The furniture is to be installed in the collaboration arena, a space with atrium style seating and intended to be used for entrepreneur pitch competitions, guest speakers, and other community-oriented presentations. In recognition for their gift-in-kind, the philanthropic naming will be for four years.

The J. Arthur Roy House outdoor garden area, honoring the life and legacy of Betty Angers Fleming – "In Memory of Betty Angers Fleming (1926-2021)"

Betty Angers Fleming was born in New Iberia in 1926. She grew up near Mount Carmel Academy for girls and attended there through high school. She subsequently attended and graduated from the Southwestern Louisiana Institute of Liberal and Technical Learning (SLI, now UL Lafayette) where she studied elementary education.

Outside of the home, Betty was a lifelong supporter of the arts and humanities, especially in St. Mary, Iberia, and Lafayette Parishes. She was the first president of the Friends of the Humanities, a thriving philanthropic organization that supports initiatives within the College of Liberal Arts and the College of the Arts at UL Lafayette. She also played a large role in the restoration and beautification of several Acadiana landmarks, especially New Iberia's Shadows on the Têche and Franklin's Grevemberg House Museum, where she was involved in organizing the annual Victorian Christmas celebration, among other initiatives.

Mrs. Fleming was a university alumnae and proud partner of the arts and humanities. As such, her family has gifted \$25,000 benefiting the J. Arthur Roy House beautification campaign. The philanthropic naming will be for the useful life of the outdoor space.

The President's parking lot at Cajun Field - "Gulf Coast Bank President's Parking Lot"

On February 1, 1971, Gulf Coast Bank, originally located out of a small trailer on the location of the current main office in Abbeville, Louisiana, opened its doors for the first time. There were only three employees at the time, Richard Dubois, Ruby Bertrand, and the founder of the business, Charles A. Patout. Charles Patout recognized the underserved market in Vermilion Parish and made it his mission to open a new bank. Mr. Patout passed away in 1999, leaving a legacy of hard work and service behind him. His son, Paul Patout, joined the company in 1980 and currently serves as Chief Executive Officer and President of Gulf Coast Bank. Another son of Charles Patout, Patrick "Pat" Patout, joined the company in 1982 and currently serves as Chairman of the Board.

Gulf Coast Bank celebrated its 50th anniversary in February 2021. The organization is also active within the Acadiana community supporting a variety of organizations through sponsorships, fundraisers, and events. Gulf Coast Bank is a proud and longstanding supporter of UL Lafayette and has participated in events such as Paint the Town Red, B.I. Moody III College of Business Administration seminars, Ragin' Cajuns Athletic Foundation (RCAF) bus tours, career fairs through Career Services, and more. Today Gulf Coast Bank has nine locations throughout Acadiana and employs over 120 people.

Gulf Coast Bank has been a loyal donor since 1995, contributing over \$1.1 million in support of the University and Ragin' Cajuns Athletics. Their \$334,000 pledge commitment, part of a total philanthropic commitment and support of \$718,000 to the RCAF, benefits the RCAF Football capital campaign for Cajun Field. The philanthropic naming is for a period of 10 years.

The Earl K. Long Gymnasium upstairs lounge – "Cliff and Aimee Guidry Family Lounge"

Clifton and Aimee Guidry are friends and supporters of UL Lafayette and the Ragin' Cajuns Athletic Foundation (RCAF). Clifton is the founder and manager of Guidry Land Development, LLC. He has been involved in the development, construction, renovation, ownership, and management of real estate holdings throughout multiple states including Louisiana, Alabama, Texas, and Florida for over 23 years.

Executive Summary February 23, 2023 Page 3

Together Cliff and Aimee's gifts-in-kind are intended to support current and future UL Lafayette volleyball teams. The Guidry Family wanted to improve the E.K. Long Gym environment to ensure fans, coaches, and players enjoy a newly renovated and modern space. Their efforts were a way to express gratitude to the community and the University and show appreciation for those who support the mission of good work and leadership.

The Donors generously donated time, labor, materials, and supplies to renovate the locker room, bathrooms, and upstairs area (lounge, video room, staff offices, and team meeting spaces). Their philanthropic gift of service, valued at \$236,974, enabled Ragin' Cajuns Athletics to complete the renovation campaign for the Earl K. Long Gymnasium. In recognition of their gift, the philanthropic naming is for the useful life of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request to name the following: collaboration arena at the Louisiana Entrepreneurship & Economic Development (LEED) at the LITE Center, "SCP Health Collaboration Arena," J. Arthur Roy House outdoor garden area, "In Memory of Betty Angers Fleming (1926-2021)," Cajun Field President's parking lot, "Gulf Coast Bank President's Parking Lot," and Earl K. Long Gymnasium upstairs lounge, "Cliff and Aimee Guidry Family Lounge."

OFFICE OF THE PRESIDENT

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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

Below are four philanthropic naming opportunities at the University of Louisiana at Lafayette for which the University submits for Board approval:

1. SCP Health Collaboration Arena

SCP Health is a leader in clinical practice management and was founded based on a vision of delivering better patient outcomes. SCP Health continues to live the aim of its founder, William "Kip" Schumacher, MD. With 50 years of collective experience, SCP Health's solutions span the continuum of care, aligning clinical and operational experts to revitalize health care.

SCP Health are loyal donors and partners of the University of Louisiana at Lafayette since 2004, Their gift of gently used office furniture is valued at \$101.959.86 and is to be installed in the collaboration arena of LEED at the LITE Center, a space with atrium style seating and intended to be used for entrepreneur pitch competitions, guest speakers, and other community-oriented presentations. In recognition for their gift-in-kind, the philanthropic naming will be for four years.

2. The J. Arthur Roy House outdoor garden area, honoring the life and legacy of Betty Angers Fleming - Plaque to read "In memory of Betty Angers Fleming (1926-2021)" Betty Angers Fleming was born in New Iberia in 1926. She grew up near Mount Carmel Academy for girls and attended there through high school. She subsequently attended and graduated from the Southwestern Louisiana Institute of Liberal and Technical Learning (SLI, now UL Lafayette) where she studied elementary education.

Betty was known for her sweetness and charm at SLI. The campus newspaper dubbed her "Southwestern's Favorite Queen," noting that she was selected that year as the Blue Key Darling and the College of Engineering's Sweetheart, and that she was the Camelia Oueen of 1944. After graduating from SLI, Betty taught elementary school and married Robert Martin Fleming, originally of St. Martinville. The couple raised three children.

Dr. James B. Henderson Page 2 February 1, 2023

To her family, she was the queen, and her reign was a long and benevolent one. Betty Fleming, better known as Mimi, was grace and dignity incarnate. She was kind and beautiful, and her life seemed bent on extending and cultivating these traits not just in herself but in her family and the world around her. She was also known as "Mission Control" because she was the nerve center of her family.

Outside of the home, Betty was a lifelong supporter of the arts and humanities, especially in St. Mary, Iberia, and Lafayette parishes. She was the first president of the Friends of the Humanities, a thriving philanthropic organization that supports initiatives within the College of Liberal Arts and the College of the Arts at UL Lafayette. She also played a large role in the restoration and beautification of several Acadiana landmarks and was involved in organizing many other community initiatives.

Mrs. Angers was a university alumnae and proud partner of the arts and humanities. Her family has gifted \$25,000 to honor her beautiful legacy at the J. Arthur Roy House. The philanthropic naming will be for the useful life of the outdoor space.

3. Gulf Coast Bank President's Parking Lot

Gulf Coast Bank celebrated its 50th anniversary in February 2021. What began as a community bank out of Abbeville, LA in 1971 with only three employees, now serves as a flourishing community supporter thanks to its original founder, Charles A. Patout, and his legacy of hard work and service. Sons of Charles Patout – Paul Patout, chief executive officer and president, and Patrick "Pat" Patout, chairman of the board – carry on his legacy with nine locations and over 120 employees.

The organization is active within the Acadiana community supporting a variety of organizations through sponsorships, fundraisers, and events. They are a proud and longstanding supporter of UL Lafayette participating in events such as Paint the Town Red, B.I. Moody III College of Business Administration seminars, Ragin' Cajuns Athletic Foundation (RCAF) bus tours, career fairs through Career Services, and more.

Gulf Coast Bank has been a loyal donor since 1995, contributing over \$1.1 million in support of the University and Ragin' Cajuns Athletics. Their \$334,000 pledge commitment is part of a total philanthropic commitment and support of \$718,000 to the RCAF and benefits the RCAF football capital campaign for Cajun Field. The philanthropic naming is for a period of 10 years.

Dr. James B. Henderson Page 3 February 1, 2023

4. Cliff and Aimee Guidry Family Lounge

Clifton and Aimee Guidry are friends and supporters of UL Lafayette and the Ragin' Cajuns Athletic Foundation (RCAF). Clifton is the founder and manager of Guidry Land Development, LLC. He has been involved in the development, construction, renovation, ownership, and management of real estate holdings throughout multiple states including Louisiana, Alabama, Texas, and Florida for over 23 years.

Together, Cliff and Aimee's gifts-in-kind support current and future UL Lafayette volleyball teams by improving the E.K. Long Gym environment to ensure fans, coaches, and players enjoy a newly renovated and modern space. They generously donated time, labor, materials and supplies to renovate the locker room, bathrooms, and upstairs areas. Their philanthropic gift of service, valued at \$236,974, enabled Ragin' Cajuns Athletics to complete the renovation campaign for the Earl K. Long Gymnasium. In recognition for their gift, the philanthropic naming is for the useful life of the facility. Their efforts were a way to express gratitude to the community and the University and show appreciation for those who support the mission of good work and leadership.

Please place these items on the agenda for consideration at the February 2023 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie

President

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.11. University of Louisiana at Monroe's request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. to construct a new short game practice area at the Wally Jones Golf Complex, pursuant to La. R.S. 17:3361, et seq.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI) to construct a new short game practice area at the Wally Jones Golf Complex. The University will lease the land, as defined in the attached boundary survey, to ULMFI. The property is located at 400 Warhawk Way, Monroe, Louisiana 71209. This land and facilities will be leased to ULMFI for \$1.00 per year.

This project will consist of new turf chipping greens, a turf putting green, five new turf tee boxes, and eight wedge control targets. This will include 10,500 square feet of artificial turf putting and chipping areas. All new areas will be made of artificial turf and reduce mowing and maintenance in this area.

ULMFI anticipates total funding available for the project will be approximately \$150,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded by private donations. At the completion of the project, the short game practice area and all improvements will be donated to the University from ULMFI.

The Grounds and Facilities Lease Agreement will expire when a substantial completion document is signed and all construction is completed.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter into a Grounds Lease Agreement with ULM Facilities, Inc. to construct a new golf short game practice area, pursuant to La. R.S. 17:3361, et seq.

Executive Summary February 23, 2023 Page 2

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

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

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



Office of the President

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

February 23, 2023

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

RE:

University of Louisiana at Monroe (ULM) Request to Approve Short Game Practice Area February 23, 2023 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with constructing of a new short game putting and chipping practice area at the Wally Jones Golf Complex. The delivery method will be through the approved 3rd Party Process and will include a ground lease with the ULM Facilities Corporation. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the February 23, 2023, Board meeting agenda.

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

Sincerely,

Ronald L. Berry, DBA

President

CC:

Dr. William Graves, Vice President for Business Affairs

Mr. Michael Davis, ULM Director of Facilities & EHS

Mr. Bruce Janet, UL System Director of Internal and External Audit

GROUND and FACILITIES LEASE AGREEMENT

by and between

Board of Supervisors for the University of Louisiana System, on behalf of the University of Louisiana at Monroe (As Lessor)

and

University of Louisiana Monroe Facilities, Inc. (As Lessee)

Dated as of February 23, 2023

in connection with:

Wally Jones Golf Complex Short Game Practice Facility on the campus of the University of Louisiana at Monroe

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GROUND AND FACILITIES LEASE AGREEMENT

This GROUND AND FACILITIES LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "Ground and Facilities Lease") dated as of February 23, 2023, 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 the University of Louisiana at Monroe (the "University"), which Board is represented herein by Dr. Ronald L. Berry, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (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 La. R.S. 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 private entity, such as the Corporation, any portion of the campus of the University (the "Campus") provided the Corporation is thereby obligated to construct improvements for furthering the educational, scientific, research or public service functions of the Board.

WHEREAS, in order to further these functions of the Board, by development of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of constructing a Short Game Practice Facility at the Wally Jones Golf Complex on the ULM campus for the ULM Golf Team student athletes.

WHEREAS, the Board and the Corporation have agreed to enter into this Ground and Facilities Lease whereby the Board will lease certain property owned by the Board and located on the Campus to the Corporation.

WHEREAS, the Board and the Corporation have agreed that the Corporation shall construct a Short Game Practice Facility at the Wally Jones Golf Complex on the ULM campus for the ULM golf team (the "Facilities") on the land leased hereunder which will be owned by the Board as constructed and leased to the Corporation pursuant to this Ground and Facilities Lease. The total project cost is expected to be One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars. The ULM Athletic Foundation will pay for the entire project.

The Corporation will contract directly with a contractor for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the entire construction project.

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

ARTICLE ONE LEASE OF PROPERTY - TERMS OF GROUND AND FACILITIES LEASE

Section 1.01 <u>Lease of Land.</u> The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the "Land") more particularly identified on **Exhibit A** attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the "**Facilities**") 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 and Facilities Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

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

Section 1.03 <u>Term.</u> Unless sooner terminated as herein provided, this Ground and Facilities Lease shall continue and remain in full force and effect for a one (1) year term beginning on **February 23, 2023**. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on the earlier of (i) **February 22, 2024**, or (ii) the date of substantial completion of the project (the "**Expiration Date**"). Upon the expiration date of the Ground and Facilities Lease, all of the Corporation's right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

ARTICLE TWO DEFINITIONS

Section 2.01 <u>Definitions</u>. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto. In addition to such other defined terms as may be set forth in this Ground and Facilities Lease, the following terms shall have the following meanings:

"Affiliate" means, with respect to a designated Person under this Ground and Facilities 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 and Facilities 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, formerly known as the Board of Trustees for State Colleges and Universities, or its legal successor as the management board of the University, acting on behalf of the University.

"Board Representative" means the Person or Persons designated by the Board in writing to serve as the Board's representative(s) in exercising the Board's rights and performing the Board's obligations under this Ground and Facilities 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 Assistant Vice President for Facilities Planning, or his or her designee, or the President of the University, or his or her designee, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

"Board's Interest" means the Board's ownership interest in and to the Land 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, Baton Rouge, Louisiana, or the principal office of the Lender are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

"Campus" means the campus of the University of Louisiana at Monroe.

"Commencement of Construction" means the date on which the demolition, excavation or foundation work is begun for the Facilities, which date shall occur after all appropriate approvals are obtained from the University of Louisiana System Board, the Louisiana Board of Regents, and the Louisiana Department of Administration.

"Commencement Date" means the effective date of the Ground and Facilities Lease, which is February 23, 2023.

"Construction Contract" means the contract or contracts between the Corporation and the Developer for the design and construction of the Facilities in accordance with the Plans and Specifications.

"Contractor" means a licensed general contractor that constructs all of the improvements as outlined in the Request for Proposal ("RFP").

"Corporation" means University of Louisiana Monroe 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.

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

"Expiration Date" means the expiration date of this Ground and Facilities Lease as set forth in Section 1.03 hereof.

"Facilities" means the improvements constructed or installed on the land including, but not limited to, the facilities, structures and other improvements, components, and fixtures shown on the Plans and Specifications, and all alterations, repairs, modifications, replacements, or additions thereto.

"Force Majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Corporation; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground and Facilities 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 and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

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

"Independent Architect" means the architect, engineer, or consultant selected and retained by the Board to inspect the Facilities on behalf of the Board.

"Land" means the real property and improvements thereon more particularly identified on Exhibit A attached hereto upon which the Facilities are to be constructed and located, as amended from time to time as authorized hereby.

"OFPC" means the State of Louisiana Office of Facility Planning and Control.

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

"Plans and Specifications" means the plans and specifications for the construction of the Facilities, as implemented and detailed from time to time, as the same may be revised from time to time prior to the completion of the Facilities in accordance with this Ground and Facilities Lease.

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

"RFP" means the Request for Proposals relating to the selection of a contractor to construct the Facilities.

"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 and Facilities Lease as set forth in Section 1.03 hereof.

"University" means University of Louisiana at Monroe in Monroe, Louisiana.

ARTICLE THREE RENT

Section 3.01 <u>Rent</u>. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board may designate from time to time in writing, as annual rent for the Land ("**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.

Section 3.02 <u>Additional Obligations</u>. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article Five herein.

ARTICLE FOUR USE OF LAND

Section 4.01 <u>Purpose of Lease</u>. The Corporation enters into this Ground and Facilities Lease for the purpose of developing and constructing the Facilities in accordance with the Plans

and Specifications, and except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.02 <u>Benefit of the Board and the University</u>. The Board shall own the Facilities subject to the Corporation's rights under this Ground and Facilities Lease. The 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 4.03 <u>Compliance with Statutory Requirements</u>. Section 3361, <u>et</u>, <u>seq</u>. 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 and Facilities Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

- A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground and Facilities Lease or specifically referenced in this Ground and Facilities Lease.
- B. the waiver by written consent of the Board's right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground and Facilities Lease: and
- C. the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground and Facilities Lease.

ARTICLE FIVE CONSTRUCTION OF THE FACILITIES

Section 5.01 <u>The Corporation's Construction Obligations</u>. The Corporation will develop and construct the Facilities on the Land and the ULM Athletic Foundation will pay for all of the cost and expense of the project. The Board shall not have any financial obligation or other obligation of any kind under this Ground and Facilities Lease except to review and approve the Corporation's activities and as specifically set forth herein.

A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground and Facilities Lease, and 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 Facilities under applicable law are obtained by the party or parties entitled thereto.

- Subject to the provisions of this Section 5.01, all decisions regarding construction В. matters shall be made by the Corporation, working with the Contractor. The Contractor has been selected as contractor to construct the Facilities in accordance with the RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the form of the Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during construction.
- Changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in the Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC 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 Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.
- D. After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All construction, alterations or additions to the Facilities undertaken by the Corporation shall be in conformance with all current

applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital outlay projects. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

- E. Subject to time extensions under the Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of construction of the Facilities to occur on or before **February 22, 2024**.
- F. Prior to the commencement of construction of the Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the construction costs set forth in the Construction Contract for the Facilities 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 Facilities.
- G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor 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.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Board Representative.

- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground and Facilities Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief, there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.
- K. Except as provided in Section 4.03 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

ARTICLE SIX ENCUMBRANCES

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

ARTICLE SEVEN MAINTENANCE AND REPAIR

Section 7.01 <u>Maintenance and Repairs</u>. Once this Ground and Facilities Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities and any component part in such a manner that maintains and does not void any warranties.

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

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

Section 8.02 <u>Release of Recorded Liens</u>. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the

same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground and Facilities Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

Section 8.03 <u>Notice of Recitals</u>. The Notice of Lease to be filed 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 NINE OPERATION AND MANAGEMENT OF FACILITIES

Section 9.01 <u>Management of Facilities</u>. Once the Ground and Facilities Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

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

Section 9.03 <u>Audits</u>. During the term of the Ground and Facilities Lease and for sixty (60) months thereafter, the Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

ARTICLE TEN INDEMNIFICATION

Section 10.01 <u>Indemnification by the Corporation</u>. 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 10.02 <u>Contributory Acts</u>. Whenever in this Ground and Facilities 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 10.03 Indemnification by the Board. The Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

Section 11.01 Events of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Corporation under this Ground and Facilities 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 and facilities 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 and Facilities 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.
- F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) the construction for a period of forty-five (45) consecutive days.

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

Section 11.03 <u>Termination of Right of Occupancy</u>. Notwithstanding any provision of law or of this Ground and Facilities Lease to the contrary, except as set forth in Section 1.03

hereof, the Board shall not have the right to terminate this lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land and the Facilities, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and the Facilities and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of the Ground and Facilities Lease upon such terms and conditions as the Board is able to obtain. Upon such reletting, the Corporation hereby agrees to release its leasehold interest and all of its rights under this Ground and Facilities Lease to the new lessee of the Land (or to the Board, if the Board wishes to remain in possession on its own behalf) in consideration for the new lessee (or the Board, as applicable) agreeing to assume all of the Corporation's obligations under the Ground and Facilities Lease.

Section 11.04 <u>Rights of The Board Cumulative</u>. All rights and remedies of the Board provided for and permitted in this Ground and Facilities 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 and Facilities 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 and Facilities Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

ARTICLE TWELVE TITLE TO THE FACILITIES

Section 12.01 <u>Title to Facilities</u>. Title to the existing facilities and any new Facilities as they are constructed shall be vested in the Board. The Facilities and all fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground and Facilities Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground and Facilities Lease.

Section 12.02 <u>Insurance Proceeds</u>. Notwithstanding the fact that title to the Facilities is vested in the Board, if all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "Casualty"), during the term of the Ground and Facilities Lease, the proceeds of any insurance received on account of any such Casualty shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

ARTICLE THIRTEEN CONDEMNATION

Section 13.01 <u>Condemnation</u>. Upon the permanent Taking of all the Land and the Facilities, this Ground and Facilities 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 and Facilities Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02 Partial Condemnation if the Ground and Facilities Lease is in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election, may terminate this Ground and Facilities Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land, and the Corporation decides not to terminate this Ground and Facilities Lease, the Board and the Corporation shall either amend this Ground and Facilities Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03 Payment of Awards if Ground and Facilities Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Ground and Facilities Lease remains in full force and effect, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest and the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground and Facilities Lease that is the subject of the Taking.

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

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

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

Section 14.03 <u>Transfers of the Corporation's Interest</u>. 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 and Facilities Lease.

ARTICLE FIFTEEN COMPLIANCE CERTIFICATES

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

Section 15.02 The Board's Compliance. The University 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 and Facilities 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 Ground and Facilities Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person.

ARTICLE SIXTEEN TAXES AND LICENSES

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

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

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

ARTICLE SEVENTEEN FORCE MAJEURE

Section 17.01 <u>Discontinuance During Force Majeure</u>. 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 thirty (30) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE EIGHTEEN MISCELLANEOUS

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

Section 18.02 <u>Notices</u>. Notices or communications to the Board or the Corporation required or appropriate under this Ground and Facilities 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 for Business and Finance

with copies to:

University of Louisiana at Monroe Library 6th Floor, Suite 623 700 University Avenue Monroe, Louisiana 71209-2000 Attention: Vice President for Business Affairs

If to the Corporation:

University of Louisiana Monroe Facilities, Inc. 700 University Avenue
Monroe, Louisiana 71209
Attention: Executive Director

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

Section 18.03 <u>Relationship of Parties</u>. 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 create a relationship other than the relationship of the Lessee and the Lessor hereunder.

Section 18.04 <u>Notice of Lease</u>. Neither the Board nor the Corporation shall file this Ground and Facilities Lease for record in Ouachita 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 notice of this Ground and Facilities Lease in the form of **Exhibit C** attached hereto. Such notice shall be filed for record in Ouachita Parish, Louisiana.

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

Section 18.06 <u>Louisiana Law to Apply</u>. This Ground and Facilities 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 Ouachita Parish, Louisiana.

Section 18.07 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the Term, subject to the Ground and Facilities Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy,

use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease, and the matters listed on **Exhibit B** attached hereto.

Section 18.08 <u>Curative Matters</u>. Except for the express representations and warranties of the Board set forth in this Ground and Facilities 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 18.09 <u>Nonwaiver</u>. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground and Facilities Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease shall refer to this Ground and facilities 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 and Facilities Lease and the Table of Contents to this Ground and Facilities Lease are for reference purposes and shall not control or affect the construction of this Ground and Facilities Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground and Facilities Lease unless otherwise specified. All exhibits attached to this Ground and Facilities Lease constitute a part of this Ground and Facilities Lease and are incorporated herein. All references to a specific time of day in this Ground and Facilities Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Monroe, Louisiana).

Section 18.11 <u>Counterparts</u>. 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 and Facilities

Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground and Facilities Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground and Facilities Lease shall not be affected thereby.

Section 18.13 <u>Authorization</u>. By execution of this Ground and Facilities 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 and Facilities Lease have been taken and performed; and that the persons signing this Ground and Facilities Lease on their behalf have due authorization to do so.

Section 18.14 <u>Ancillary Agreements</u>. 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 and Facilities Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15 <u>Amendment</u>. No amendment, modification, or alteration of the terms of this Ground and Facilities 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. No such amendment to this Ground and Facilities Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations as contemplated by the RFP.

Section 18.16 <u>Successors and Assigns</u>. 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 and Facilities Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land and Facilities, and no other agreements, oral or otherwise, regarding the subject matter of this Ground and Facilities 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. Signatures appear on following page.]

[Signature Page to the Ground and Facilities Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and

Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System on the day of February 2023. WITNESSES: BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM Print Name: ____ By: Ronald L. Berry, President of the Print Name: University of Louisiana at Monroe and Authorized officer of the Board IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the __ day of February 2023. WITNESSES: UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC. Print Name: _____ By: Dan W. Robertson, Chairperson Print Name:

[Signature page to the Ground and Facilities Lease Agreement]

STATE OF LOUISIANA
PARISH OF OUACHITA
BE IT KNOWN, that on this day of February 2023, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:
Ronald L. Berry
to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board. Ronald L. Berry, President of the
University of Louisiana at Monroe and Authorized officer of the Board
WITNESSES:
Print Name:
Print Name:

NOTARY PUBLIC

Charles W. Herold, III Notary No. 16329 - Expires at Death

[Signature Page to Ground and Facilities Lease Agreement]

STATE OF LOUISIANA
PARISH OF OUACHITA
BE IT KNOWN, that on this day of February 2023, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:
Dan W. Robertson
to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe Facilities, Inc. (the "Corporation"), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.
Dan W. Robertson, Chairperson
WITNESSES:
Print Name:
Print Name:

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

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EXHIBIT B

PERMITTED ENCUMBRANCES

- 1. Any matters that would be disclosed upon receipt of an ALTA survey of the Land.
- 2. All easements, servitudes and rights of way of record.
- **3.** General and special taxes or assessments for **2023** and subsequent years not yet due and payable.

4.	Terms and conditions of	that Ground Lease Agreement dated as of February 23, 2023,
	evidenced by a Notice	of Ground Lease between the Board of Supervisors for the
	University of Louisiana	System and University of Louisiana Monroe Facilities, Inc.,
	recorded February	2023, in Conveyance Book, Page, File Number
	, official records	s of Ouachita Parish, Louisiana.

EXHIBIT C

NOTICE OF GROUND LEASE

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

NOTICE OF LEASE

This Notice of Lease (this "Notice") is entered into by and between the Board of Supervisors for the University of Louisiana System ("Lessor") and University of Louisiana Monroe Facilities, Inc. ("Lessee").

RECITALS

- A. Lessor and Lessee have entered into a Ground and Facilities Lease Agreement dated as of **February 23, 2023**, and executed _______, **2023** (the "Lease"), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly identified on **Exhibit A** attached hereto and incorporated herein (the "Land").
- B. Lessor and Lessee desire to enter into this Notice, 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 **February 23, 2023**, and shall continue until midnight on **February 22, 2024**, unless sooner terminated or extended as provided in the Lease.
- 2. 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
- 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, La 70802 Attention: Assistant Vice President for Facilities Planning
Lessee:	University of Louisiana Monroe Facilities, Inc. 700 University Avenue Monroe, Louisiana 71209-2000 Attention: Chairperson
Parish, Louisiana in order to intended and shall not be co conditions, provisions and co	ed for the purpose of recordation in the public records of Ouachita give notice of all the terms and provisions of the Lease and is not onstrued to define, limit, or modify the Lease. All of the terms, evenants of the Lease are incorporated into this Notice by reference in, and both the Lease and this Notice shall be deemed to constitute ent.
the presence of the undersign	PASSED on the day of February 2023 , in Monroe, Louisiana, in led, both competent witnesses, who herewith sign their names with erson of University of Louisiana Monroe Facilities, Inc, and me,
WITNESSES:	UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.
Print Name:	
Print Name:	Dan W. Robertson, Chairperson

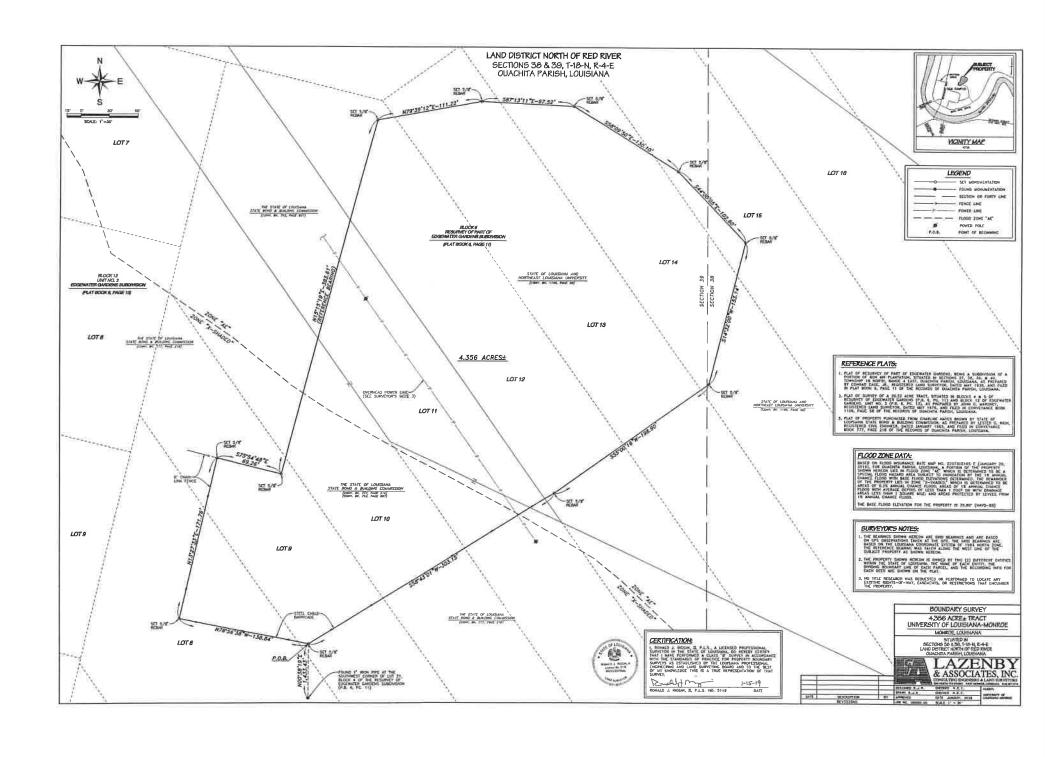
-25-

NOTARY PUBLIC Charles W. Herold, III Notary No. 16329 - Expires at Death

[Signature Page to Notice of Lease]

THUS, DONE AND PASSED on the day of February 2023, in Monroe, Louisiana, the presence of the undersigned, both competent witnesses, who herewith signs his name President of the University of Louisiana at Monroe and the Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.		
WITNESSES:		ARD OF SUPERVISORS FOR THE VERSITY OF LOUISIANA SYSTEM
Print Name:	By:	Ronald L. Berry, President of the University of Louisiana at Monroe and Authorized Officer of the Board
Print Name:		
	ARY PU	

Notary No. 16329 - Expires at Death





BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.12. University of Louisiana at Monroe's request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. to replace the artificial turf on the football field at Malone Stadium, pursuant to La. R.S. 17:3361, et seq.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI) to replace the artificial turf with new turf on the football field at Malone Stadium. The University will lease the field, located at 308 Warhawk Way, Monroe, Louisiana 71209, to ULMFI. This land and facilities will be leased to ULMFI for \$1.00 per year.

This project will replace the existing artificial turf system with a new turf playing surface. The current surface is 10 years old and past its useful life. The new system will provide a safer playing system. The safety of players was a concern this past fall as the field began to fail and tear in many places. The sub-surface drainage will be verified for correctness and will be looked at to ensure the field drains properly with the new artificial turf.

ULMFI anticipates total funding available for the project will be approximately \$700,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded by private donations. At the completion of the project, the artificial turf will be donated to the University from ULMFI.

The Grounds and Facilities Lease Agreement will expire when a substantial completion document is signed and all construction is completed.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter into a Grounds Lease Agreement with ULM Facilities, Inc. to replace the artificial turf at Malone Stadium, pursuant to La. R.S. 17:3361, et seq.

Executive Summary February 23, 2023 Page 2

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

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

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



Office of the President

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

February 1, 2023

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

RE:

University of Louisiana at Monroe (ULM) Request to Approve New Football Field Turf February 23, 2023 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with replacing the artificial turf playing surface on the football field at Malone Stadium. The delivery method will be through the approved 3rd Party Process and will include a grounds lease with the ULM Facilities Corporation. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the February 23, 2023, Board meeting agenda.

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

Sincerely,

Ronald L. Berry, DBA (

President

cc: Dr. William Graves, Vice President for Business Affairs

Mr. Michael Davis, ULM Facilities Planning Officer

Mr. Bruce Janet, UL System Director of Internal and External Audit

GROUND and FACILITIES LEASE AGREEMENT

by and between

Board of Supervisors for the University of Louisiana System, on behalf of the University of Louisiana at Monroe (As Lessor)

and

University of Louisiana Monroe Facilities, Inc. (As Lessee)

Dated as of February 23, 2023

in connection with:

FOOTBALL FIELD TURF on the campus of the University of Louisiana at Monroe

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GROUND AND FACILITIES LEASE AGREEMENT

This GROUND AND FACILITIES LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "Ground and Facilities Lease") dated as of February 23, 2023, 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 the University of Louisiana at Monroe (the "University"), which Board is represented herein by Dr. Ronald L. Berry, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (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 La. R.S. 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 private entity, such as the Corporation, any portion of the campus of the University (the "Campus") provided the Corporation is thereby obligated to construct improvements for furthering the educational, scientific, research or public service functions of the Board.

WHEREAS, in order to further these functions of the Board, by development of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of constructing drainage and installing artificial field turf on the football field on the ULM campus for the ULM student athlete football team.

WHEREAS, the Board and the Corporation have agreed to enter into this Ground and Facilities Lease whereby the Board will lease certain property owned by the Board and located on the Campus to the Corporation.

WHEREAS, the Board and the Corporation have agreed that the Corporation shall construct drainage and install artificial field turf on the ULM campus for the ULM football team (the "Facilities") on the land leased hereunder which will be owned by the Board as constructed and leased to the Corporation pursuant to this Ground and Facilities Lease. The total project cost is expected to be Seven Hundred Thousand and No/100 (\$700,000.00) Dollars. The Corporation will fund and oversee the project.

The Corporation will contract directly with a contractor for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the entire construction project.

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

ARTICLE ONE LEASE OF PROPERTY - TERMS OF GROUND AND FACILITIES LEASE

Section 1.01 <u>Lease of Land.</u> The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the "Land") more particularly identified on **Exhibit A** attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the "**Facilities**") 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 and Facilities Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

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

Section 1.03 <u>Term.</u> Unless sooner terminated as herein provided, this Ground and Facilities Lease shall continue and remain in full force and effect for a one (1) year term beginning on **February 23, 2023**. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on the earlier of (i) **February 22, 2024**, or (ii) the date of substantial completion of the project (the "**Expiration Date**"). Upon the expiration date of the Ground and Facilities Lease, all of the Corporation's right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

ARTICLE TWO DEFINITIONS

Section 2.01 <u>Definitions</u>. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto. In addition to such other defined terms as may be set forth in this Ground and Facilities Lease, the following terms shall have the following meanings:

"Affiliate" means, with respect to a designated Person under this Ground and Facilities 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 and Facilities 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, formerly known as the Board of Trustees for State Colleges and Universities, or its legal successor as the management board of the University, acting on behalf of the University.

"Board Representative" means the Person or Persons designated by the Board in writing to serve as the Board's representative(s) in exercising the Board's rights and performing the Board's obligations under this Ground and Facilities 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 Assistant Vice President for Facilities Planning, or his or her designee, or the President of the University, or his or her designee, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

"Board's Interest" means the Board's ownership interest in and to the Land 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, Baton Rouge, Louisiana, or the principal office of the Lender are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

"Campus" means the campus of the University of Louisiana at Monroe.

"Commencement of Construction" means the date on which the demolition, excavation or foundation work is begun for the Facilities, which date shall occur after all appropriate approvals are obtained from the University of Louisiana System Board, the Louisiana Board of Regents, and the Louisiana Department of Administration.

"Commencement Date" means the effective date of the Ground and Facilities Lease, which is February 23, 2023.

"Construction Contract" means the contract or contracts between the Corporation and the Developer for the design and construction of the Facilities in accordance with the Plans and Specifications.

"Contractor" means a licensed general contractor that constructs all of the improvements as outlined in the Request for Proposal ("RFP").

"Corporation" means University of Louisiana Monroe 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.

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

"Expiration Date" means the expiration date of this Ground and Facilities Lease as set forth in Section 1.03 hereof.

"Facilities" means the improvements constructed or installed on the land including, but not limited to, the facilities, structures and other improvements, components, and fixtures shown on the Plans and Specifications, and all alterations, repairs, modifications, replacements, or additions thereto.

"Force Majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Corporation; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground and Facilities 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 and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

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

"Independent Architect" means the architect, engineer, or consultant selected and retained by the Board to inspect the Facilities on behalf of the Board.

"Land" means the real property and improvements thereon more particularly identified on **Exhibit A** attached hereto upon which the Facilities are to be constructed and located, as amended from time to time as authorized hereby.

"OFPC" means the State of Louisiana Office of Facility Planning and Control.

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

"Plans and Specifications" means the plans and specifications for the construction of the Facilities, as implemented and detailed from time to time, as the same may be revised from time to time prior to the completion of the Facilities in accordance with this Ground and Facilities Lease.

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

"RFP" means the Request for Proposals relating to the selection of a contractor to construct the Facilities.

"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 and Facilities Lease as set forth in Section 1.03 hereof.

"University" means University of Louisiana at Monroe in Monroe, Louisiana.

ARTICLE THREE RENT

Section 3.01 <u>Rent</u>. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board may designate from time to time in writing, as annual rent for the Land ("**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.

Section 3.02 <u>Additional Obligations</u>. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article Five herein.

ARTICLE FOUR USE OF LAND

Section 4.01 <u>Purpose of Lease</u>. The Corporation enters into this Ground and Facilities Lease for the purpose of developing and constructing the Facilities in accordance with the Plans

and Specifications, and except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.02 <u>Benefit of the Board and the University</u>. The Board shall own the Facilities subject to the Corporation's rights under this Ground and Facilities Lease. The 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 4.03 <u>Compliance with Statutory Requirements</u>. Section 3361, <u>et</u>, <u>seq</u>. 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 and Facilities Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

- A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground and Facilities Lease or specifically referenced in this Ground and Facilities Lease.
- B. the waiver by written consent of the Board's right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground and Facilities Lease: and
- C. the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground and Facilities Lease.

ARTICLE FIVE CONSTRUCTION OF THE FACILITIES

Section 5.01 <u>The Corporation's Construction Obligations</u>. The Corporation will develop and construct the Facilities on the Land at its own cost and expense. The Board shall not have any financial obligation or other obligation of any kind under this Ground and Facilities Lease except to review and approve the Corporation's activities and as specifically set forth herein.

A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground and Facilities Lease, and 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 Facilities under applicable law are obtained by the party or parties entitled thereto.

- Subject to the provisions of this Section 5.01, all decisions regarding construction В. matters shall be made by the Corporation, working with the Contractor. The Contractor has been selected as contractor to construct the Facilities in accordance with the RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the form of the Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during construction.
- C. Changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in the Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC 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 Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.
- D. After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All construction, alterations or additions to the Facilities undertaken by the Corporation shall be in conformance with all current

applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital outlay projects. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

- E. Subject to time extensions under the Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of construction of the Facilities to occur on or before **February 23, 2024**.
- F. Prior to the commencement of construction of the Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the construction costs set forth in the Construction Contract for the Facilities 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 Facilities.
- G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor 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.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Board Representative.

- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground and Facilities Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief, there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.
- K. Except as provided in Section 4.03 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

ARTICLE SIX ENCUMBRANCES

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

ARTICLE SEVEN MAINTENANCE AND REPAIR

Section 7.01 <u>Maintenance and Repairs</u>. Once this Ground and Facilities Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities.

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

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

Section 8.02 <u>Release of Recorded Liens</u>. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby

agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground and Facilities Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

Section 8.03 <u>Notice of Recitals</u>. The Notice of Lease to be filed 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 NINE OPERATION AND MANAGEMENT OF FACILITIES

Section 9.01 <u>Management of Facilities</u>. Once the Ground and Facilities Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

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

Section 9.03 Audits. During the term of the Ground and Facilities Lease and for sixty (60) months thereafter, the Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

ARTICLE TEN INDEMNIFICATION

Section 10.01 <u>Indemnification by the Corporation</u>. 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 10.02 <u>Contributory Acts</u>. Whenever in this Ground and Facilities 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 10.03 <u>Indemnification</u> by the Board. The Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

Section 11.01 Events of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Corporation under this Ground and Facilities 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 and facilities 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 and Facilities 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.
- F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) the construction for a period of forty-five (45) consecutive days.

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

Section 11.03 <u>Termination of Right of Occupancy</u>. Notwithstanding any provision of law or of this Ground and Facilities Lease to the contrary, except as set forth in Section 1.03 hereof, the Board shall not have the right to terminate this lease prior to the Expiration Date

hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land and the Facilities, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and the Facilities and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of the Ground and Facilities Lease upon such terms and conditions as the Board is able to obtain. Upon such reletting, the Corporation hereby agrees to release its leasehold interest and all of its rights under this Ground and Facilities Lease to the new lessee of the Land (or to the Board, if the Board wishes to remain in possession on its own behalf) in consideration for the new lessee (or the Board, as applicable) agreeing to assume all of the Corporation's obligations under the Ground and Facilities Lease.

Section 11.04 <u>Rights of The Board Cumulative</u>. All rights and remedies of the Board provided for and permitted in this Ground and Facilities 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 and Facilities 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 and Facilities Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

ARTICLE TWELVE TITLE TO THE FACILITIES

Section 12.01 <u>Title to Facilities</u>. Title to the existing facilities and any new Facilities as they are constructed shall be vested in the Board. The Facilities and all fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground and Facilities Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground and Facilities Lease.

Section 12.02 <u>Insurance Proceeds</u>. Notwithstanding the fact that title to the Facilities is vested in the Board, if all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "**Casualty**"), during the term of the Ground and Facilities Lease, the proceeds of any insurance received on account of any such Casualty shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

ARTICLE THIRTEEN CONDEMNATION

Section 13.01 <u>Condemnation</u>. Upon the permanent Taking of all the Land and the Facilities, this Ground and Facilities 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 and Facilities Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02 <u>Partial Condemnation if the Ground and Facilities Lease is in Effect.</u> Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election, may terminate this Ground and Facilities Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land, and the Corporation decides not to terminate this Ground and Facilities Lease, the Board and the Corporation shall either amend this Ground and Facilities Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03 <u>Payment of Awards if Ground and Facilities Lease is in Effect</u>. Upon the Taking of all or any portion of the Land or the Facilities while the Ground and Facilities Lease remains in full force and effect, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest and the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground and Facilities Lease that is the subject of the Taking.

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

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

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

Section 14.03 <u>Transfers of the Corporation's Interest</u>. 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 and Facilities Lease.

ARTICLE FIFTEEN COMPLIANCE CERTIFICATES

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

Section 15.02 The Board's Compliance. The University 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 and Facilities 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 Ground and Facilities Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person.

ARTICLE SIXTEEN TAXES AND LICENSES

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

the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

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

ARTICLE SEVENTEEN FORCE MAJEURE

Section 17.01 <u>Discontinuance During Force Majeure</u>. 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 thirty (30) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

ARTICLE EIGHTEEN MISCELLANEOUS

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

Section 18.02 <u>Notices</u>. Notices or communications to the Board or the Corporation required or appropriate under this Ground and Facilities 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 for Business and Finance

with copies to:

University of Louisiana at Monroe Library 6th Floor, Suite 623 700 University Avenue Monroe, Louisiana 71209-2000 Attention: Vice President for Business Affairs

If to the Corporation:

University of Louisiana Monroe Facilities, Inc. 700 University Avenue
Monroe, Louisiana 71209
Attention: Executive Director

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

Section 18.03 <u>Relationship of Parties</u>. 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 create a relationship other than the relationship of the Lessee and the Lessor hereunder.

Section 18.04 <u>Notice of Lease</u>. Neither the Board nor the Corporation shall file this Ground and Facilities Lease for record in Ouachita 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 notice of this Ground and Facilities Lease in the form of **Exhibit C** attached hereto. Such notice shall be filed for record in Ouachita Parish, Louisiana.

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

Section 18.06 <u>Louisiana Law to Apply</u>. This Ground and Facilities 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 Ouachita Parish, Louisiana.

Section 18.07 <u>Warranty of Peaceful Possession</u>. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the Term, subject to the Ground and Facilities Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons

whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease, and the matters listed on **Exhibit B** attached hereto.

Section 18.08 <u>Curative Matters</u>. Except for the express representations and warranties of the Board set forth in this Ground and Facilities 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 18.09 <u>Nonwaiver</u>. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground and Facilities Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease shall refer to this Ground and facilities 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 and Facilities Lease and the Table of Contents to this Ground and Facilities Lease are for reference purposes and shall not control or affect the construction of this Ground and Facilities Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground and Facilities Lease unless otherwise specified. All exhibits attached to this Ground and Facilities Lease constitute a part of this Ground and Facilities Lease and are incorporated herein. All references to a specific time of day in this Ground and Facilities Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Monroe, Louisiana).

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

Section 18.12 <u>Severability</u>. If any clause or provision of this Ground and Facilities Lease is illegal, invalid or unenforceable under present or future laws effective during the term of

this Ground and Facilities Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground and Facilities Lease shall not be affected thereby.

Section 18.13 <u>Authorization</u>. By execution of this Ground and Facilities 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 and Facilities Lease have been taken and performed; and that the persons signing this Ground and Facilities Lease on their behalf have due authorization to do so.

Section 18.14 <u>Ancillary Agreements</u>. 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 and Facilities Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15 <u>Amendment</u>. No amendment, modification, or alteration of the terms of this Ground and Facilities 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. No such amendment to this Ground and Facilities Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations as contemplated by the RFP.

Section 18.16 <u>Successors and Assigns</u>. 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 and Facilities Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land and Facilities, and no other agreements, oral or otherwise, regarding the subject matter of this Ground and Facilities 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. Signatures appear on following page.]

[Signature Page to the Ground and Facilities Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and

Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System on the __ day of February 2023. BOARD OF SUPERVISORS FOR THE WITNESSES: UNIVERSITY OF LOUISIANA SYSTEM Print Name: _____ By: Ronald L. Berry, President of the Print Name: University of Louisiana at Monroe and Authorized officer of the Board IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the day of February 2023. UNIVERSITY OF LOUISIANA MONROE WITNESSES: FACILITIES, INC. Print Name: By: Dan W. Robertson, Chairperson Print Name:

[Signature page to the Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA
BE IT KNOWN, that on this day of February 2023, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:
Ronald L. Berry
to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.
Ronald L. Berry, President of the University of Louisiana at Monroe and Authorized officer of the Board
WITNESSES:
Print Name:
Print Name:
NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

[Signature Page to Ground and Facilities Lease Agreement]

STATE OF LOUISIANA
PARISH OF OUACHITA

BE IT KNOWN, that on this __ day of February 2023, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Dan W. Robertson

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe Facilities, Inc. (the "Corporation"), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

	Dan W. Robertson, Chairperson
WITNESSES:	
Print Name:	
Print Name:	

NOTARY PUBLIC Charles W. Herold, III Notary No. 16329 - Expires at Death

EXHIBIT B

PERMITTED ENCUMBRANCES

1.	Any matters that would be disclosed upon receipt of an ALTA survey of the Land.			
2.	All easements, servitudes and rights of way of record.			
3.	General and special taxes or assessments for 2023 and subsequent years not yet due and payable.			
4.	Terms and conditions of that Ground Lease Agreement dated as of February 23, 2023 , evidenced by a Notice of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc.,			

_____, official records of Ouachita Parish, Louisiana.

recorded February __ 2023, in Conveyance Book ____, Page ___, File Number

EXHIBIT C

NOTICE OF GROUND LEASE

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

NOTICE OF LEASE

This Notice of Lease (this "Notice") is entered into by and between the Board of Supervisors for the University of Louisiana System ("Lessor") and University of Louisiana Monroe Facilities, Inc. ("Lessee").

RECITALS

- B. Lessor and Lessee desire to enter into this Notice, 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 **February 23, 2023**, and shall continue until midnight on **February 22, 2024**, unless sooner terminated or extended as provided in the Lease.
- 2. 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
- 3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

	Baton Rouge, La	ant Vice President for Facilities Planning		
Les	see: University of Lov 700 University A Monroe, Louisian Attention: Chair	na 71209-2000		
Parish, Louisiana i intended and shall conditions, provisi	in order to give notice of all not be construed to define ons and covenants of the Leaforth herein, and both the L	e of recordation in the public records of Ouachital the terms and provisions of the Lease and is not e, limit, or modify the Lease. All of the terms, ease are incorporated into this Notice by reference lease and this Notice shall be deemed to constitute		
the presence of the	e undersigned, both compete	_ day of February 2023 , in Monroe, Louisiana, in ent witnesses, who herewith sign their names with ty of Louisiana Monroe Facilities, Inc, and me,		
WITNESSES:		UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.		
Print Name:				
Print Name:		By:		
NOTARY PUBLIC Charles W. Herold, III				
Notary No. 16329 - Expires at Death				

1201 North 3rd Street, Suite 7300

Lessor:

Board of Supervisors for the University of Louisiana System

[Signature Page to Notice of Lease]

THUS, DONE AND PASSED on the the presence of the undersigned, both compresident of the University of Louisiana at Board of Supervisors for the University of Supervisors for the University of Supervisors for the University of Supervisors for the Universit	petent w Monroe	and the Authorized Representative of the			
WITNESSES:		RD OF SUPERVISORS FOR THE VERSITY OF LOUISIANA SYSTEM			
Print Name:	Ву:	Ronald L. Berry, President of the University of Louisiana at Monroe and Authorized Officer of the Board			
Print Name:					
NOTARY PUBLIC Charles W. Herold, III					

Notary No. 16329 - Expires at Death

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2023

Item I.13. University of New Orleans' request for approval to dedicate the College of Sciences building as the "Ehret-Curry College of Sciences Building."

EXECUTIVE SUMMARY

The University of New Orleans requests that the College of Sciences building located on the University campus be dedicated as "Ehret-Curry College of Sciences Building" in recognition of her significant charitable contributions to the University and the State of Louisiana religious organizations, and for her work as environmental scientist and historian of Jefferson Parish. This request supersedes the previously approved dedication of December 6, 2022. Ehret was Mary Grace Curry's mother's maiden name.

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

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



January 17, 2023

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

Re: Ehret-Curry College of Sciences Building

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of a College of Sciences building on the University of New Orleans campus as the "Ehret-Curry College of Sciences Building" be submitted to the University of Louisiana System Board of Supervisors for its consideration and approval. This request supersedes the previously approved dedication of December 6, 2022.

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

Sincerely,

John W. Nicklow, PhD

President

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

Date: January 17, 2023

Re: Ehret-Curry College of Sciences Building

1. Summary

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

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

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

Ehret was Mary Grace Curry's mother's maiden name.

2. Budget Note

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

3. Related Documents

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