

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

FACILITIES PLANNING COMMITTEE

February 22, 2024

Item H.1. Louisiana Tech University's request for approval for the execution of supplemental leases between the Board, on behalf of the University, and Innovative Student Facilities Inc., a private 501(c)(3) non-profit corporation, in connection with the lease and leaseback of a portion of the University's campus to finance the cost of the development, design, renovation, construction, and equipping of a new parking facility for students, faculty, and staff.

EXECUTIVE SUMMARY

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

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

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

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

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

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



H.1.

LOUISIANA TECH
UNIVERSITY

Office of the President

January 26, 2024

Rick Gallot., President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Re: Agenda Item for February 22, 2024 meeting

Louisiana Tech University – Parking Project
LCDA Revenue Bonds

Dear President:

On behalf of Louisiana Tech University, I am requesting that an item be placed on the agenda of the Board of Supervisors for the University of Louisiana System for its February 22, 2024, meeting for consideration of a resolution providing for approval of supplemental leases required to finance a parking project for the University. The University anticipates the issuance of one or more series of revenue bonds by the Louisiana Local Government Environmental Facilities and Community Development Authority to finance the project.

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

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Henderson", written over the word "Sincerely,".

Dr. James B. Henderson
President

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

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

FACILITIES PLANNING COMMITTEE

February 22, 2024

- Item H.2.** Louisiana Tech University’s request for approval to execute a Ground Lease with the Louisiana Tech University Foundation, Inc., for the purpose of improving Aspire Plaza, pursuant to La. R.S. 17:3361, and to rename the site “Aspire at Les Guice Plaza.”

EXECUTIVE SUMMARY

Louisiana Tech University requests permission to execute a Ground Lease with the Louisiana Tech University Foundation, Inc., for the purpose of improving Aspire Plaza, pursuant to La. R.S. 17:3361, and to rename the site “*Aspire at Les Guice Plaza.*” This site is located between Keeny Hall, Bogard Hall, and the College of Business Building. This naming is to recognize Les and Kathy Guice for their decades of service to the Louisiana Tech University community.

The University and Foundation estimate the value of improvements (new landscaping, lighting, and signage) to be \$125,000. The Ground Lease will expire when a substantial completion document is signed and all construction is completed. Upon completion of the work, all improvements will be donated to the University. This naming will be for the useful life of the Plaza.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval to execute a Ground Lease with the Louisiana Tech University Foundation, Inc., for the purpose of improving Aspire Plaza, pursuant to La. R.S. 17:3361, and to rename the site “*Aspire at Les Guice Plaza.*”

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from University of Louisiana System staff and legal counsel to the Board and any other appropriate approvals as needed prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his designee is hereby authorized and directed to execute the ground lease and donation described herein and any and all documents necessary in connection with the ground lease and donation.

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



H.2.

LOUISIANA TECH
UNIVERSITY.

Office of the President

January 26, 2024

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

In consultation with the University Community, the Louisiana Tech University Foundation has proposed to make site improvements to Aspire Plaza including the installation of new landscaping, lighting, and signage in recognition of Kathy and Les Guice for their decades of service to the Louisiana Tech University community.

Louisiana Tech University is requesting permission to lease the Aspire Plaza site to the Foundation for renovation and installation of site improvements. All plans will be reviewed for adherence to University standards and subject to approval by the University.

Aspire Plaza was originally constructed by the Louisiana Tech University Foundation to highlight the Percent for the Arts Sculpture commissioned by the State of Louisiana. The Aspire sculpture and plaza is a physical representation of the convergence of the disciplines and people who foster creativity, innovation, entrepreneurship, and partnerships in interdisciplinary and collaborative environments.

We respectfully request permission to enter into a ground lease to allow the Louisiana Tech University Foundation to develop and make improvements to the Aspire Plaza and further request permission to name the site "Aspire at Les Guice Plaza". The value of improvements is estimated to be \$125,000.00. Upon completion of the work, all improvements will be donated to the University.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Henderson", written over a circular embossed or stamped area.

Dr. James B. Henderson
President



LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

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

Hereinafter referred to as "LESSOR" and,

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

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

WITNESETH

ARTICLE 1
LEASE OF PROPERTY

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

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

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

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

1.4 Purpose. The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to perform improvements to landscaping, lighting and signage. Louisiana Tech must approve all plans and specifications prior to commencement of work. The value of improvements to be constructed and donated is estimated to be \$125,000.00.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on February 23, 2024, and ending at midnight on February 22, 2025, or at such time as donation of improvement is executed, whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to complete deferred maintenance and modernization ranging from painting, air conditioning and

heating replacement, fence repair along with other repairs and updates, as authorized by La. R.S. 17:3361.

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

5.1 Does not apply to this project.

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

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

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability

coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or

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

ARTICLE 11 ASSIGNMENT OR SUBLEASE

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

ARTICLE 12
DEFAULT

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

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

ARTICLE 13
NOTICES

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

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

Tenant: c/o Lisa Bradley
Interim Vice President and Chief Financial Officer
Louisiana Tech University Foundation

P.O. Box 3183
Ruston, LA 71272

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16

BINDING EFFECT

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

ARTICLE 17 GENDER

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

ARTICLE 18 SEVERABILITY

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

ARTICLE 19 EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be February 23, 2024.

Signature Page:

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

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of _____ 2024.

WITNESSES:

**LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.**

Timothy J. Cutt

WITNESSES:

**LOUISIANA TECH UNIVERSITY
FOUNDATION, INC.**

Lisa Bradley, CPA

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of _____ 2024.

WITNESSES:

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

Dr. Jim Henderson

EXHIBIT A

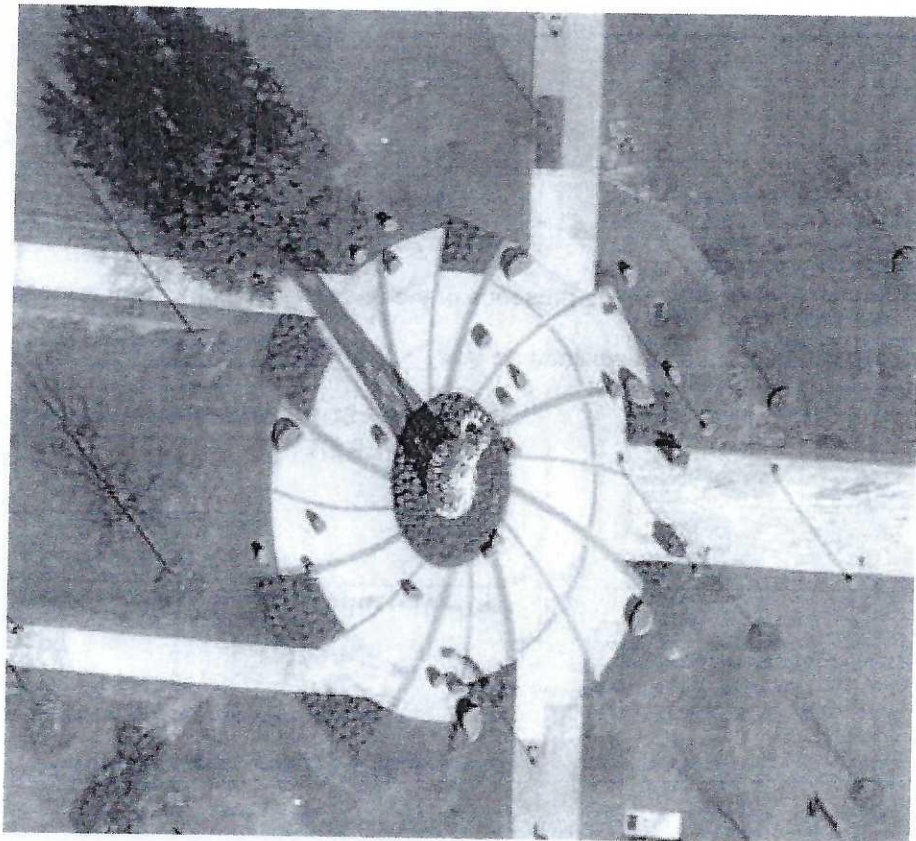
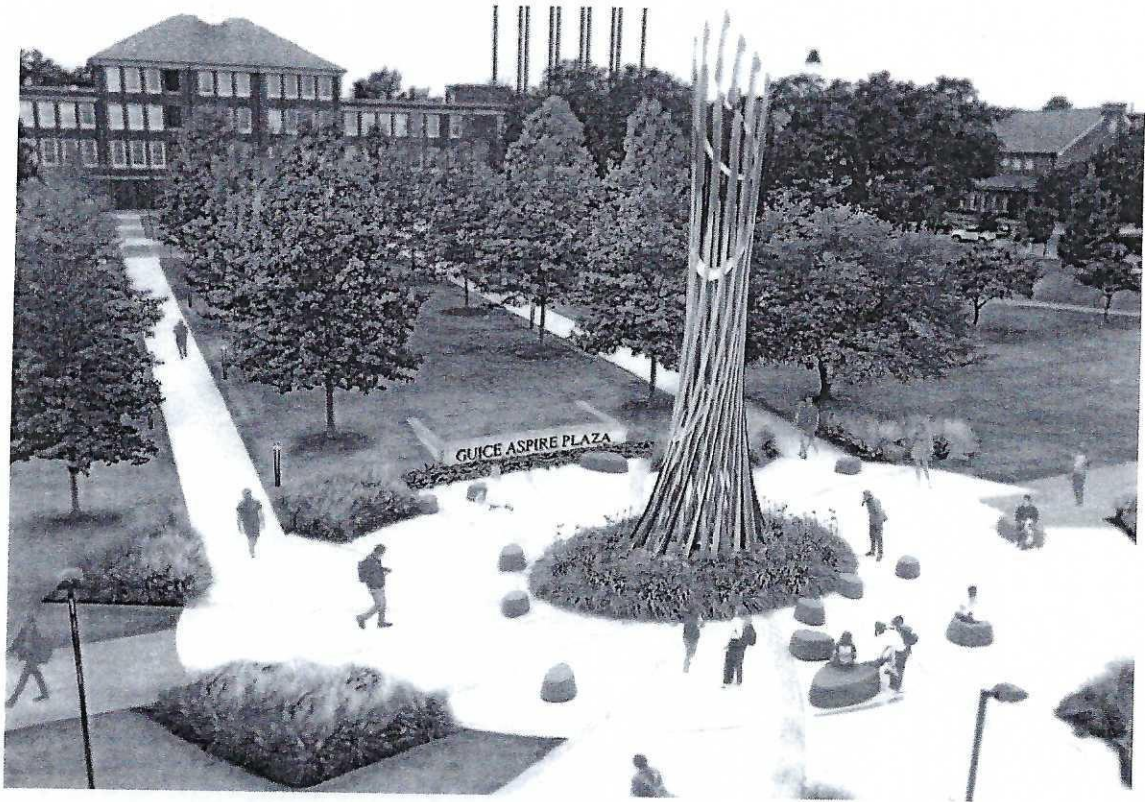


EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

FACILITIES PLANNING COMMITTEE

February 22, 2024

Item H.3. Louisiana Tech University’s request for approval to name the new Athletic Academic Center the “Origin Bank Center for Student-Athlete Success.”

EXECUTIVE SUMMARY

The University is requesting approval to name the new Athletic Academic Center the “*Origin Bank Center for Student-Athlete Success.*” State funding of \$7,500,000 is being matched by private funds to allow design and construction in 2024 of a new Athletic Academic Center on the Louisiana Tech Campus. The University will utilize this new 20,000-square-foot facility to meet NCAA and Conference USA student academic requirements. This facility will provide individual and group tutoring rooms, a computer lab, and adequate office space for academic advisors to monitor progress towards graduation.

Origin Bank made a gift of \$4,000,000 that has been pivotal in progressing this project to success. Origin Bank has been affiliated with Louisiana Tech University for over three decades and has supported all aspects of the University with its gifts to academic, athletic, and student programs. Origin Bank is listed on the New York Stock Exchange and employs numerous graduates of the University and is a leader in the community. This naming will be 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 Louisiana Tech University’s request for approval to name the new Athletic Academic Center the “*Origin Bank Center for Student-Athlete Success.*”



H.3.

LOUISIANA TECH
UNIVERSITY

Office of the President

January 26, 2024

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

Louisiana Tech University is requesting permission to name the new Athletic Academic Center the “*Origin Bank Center for Student-Athlete Success*” for the useful life of the building.

All University student-athletes and professional advising staff will utilize this new 20,000 square foot facility to meet NCAA and Conference USA student academic requirements. This facility will provide individual and group tutoring rooms, a computer lab and adequate office space for academic advisors to monitor progress towards graduation.

State Funding of \$7,500,000 is being matched by private funds to allow construction to begin on this new facility in 2024. Origin Bank made a gift of \$4,000,000 that provided the opportunity for this facility to move forward.

Origin Bank has been affiliated with Louisiana Tech University for over three decades and has supported all aspects of the University with its gifts to academic, athletic and student programs. Origin Bank is listed on the New York Stock Exchange and employs numerous graduates of the University and is a leader in the community.

Pursuant to Board Policy and Louisiana statutes, Louisiana Tech University is requesting authority to name the soon to be constructed facility the “Origin Bank Center for Student-Athlete Success” in recognition of their contributions to the University, the Region, and the State of Louisiana.

The facility shall have the “Origin Bank Center for Student-Athlete Success” name for a period of not less than thirty years unless the facility is replaced or substantially renovated.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Henderson".

Dr. James B. Henderson
President

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

FACILITIES PLANNING COMMITTEE

February 22, 2024

Item H.4. McNeese State University's request for approval to demolish the Equine Center that has been damaged beyond repair by hurricanes and exceeded its useful lifespan.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Equine Center. This building was damaged by Hurricane Laura and Hurricane Delta in 2020. The University has elected to demolish and replace this building in kind.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to demolish the Equine Center.*

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

***AND FURTHER,** that the University will provide the System office with copies of approvals and recovery activities.*

January 31, 2024

President Richard J. Gallot, Jr.
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

McNeese State University requests consideration and approval to demolish one campus building.

Please place this item on the ULS Board of Supervisors' agenda for the February 22, 2024 meeting.

Thank you for your assistance in this matter.

Sincerely,



Dr. Daryl V. Burckel
President

Attachments

**McNeese State University
Building Demolition List**

Name	Constructed
Equine Center	1984

11,339 square foot building that was built in 1984 (39 years old). This building was heavily damaged by Hurricane Laura (2020) and Hurricane Delta (2020). This building will be demolished and replaced in its entirety.















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

FACILITIES PLANNING COMMITTEE

February 22, 2024

Item H.5. **Nicholls State University's** request for approval to demolish the Swimming Pool Building (Pump House) located near the J.J. Ayo Pool.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Swimming Pool Building (Pump House). The demolition of the J.J. Ayo Pool will be funded by Deferred Maintenance. Once this demolition occurs, the Swimming Pool Building (Pump House) is no longer required. The removal of this structure will return valuable space to student organizations.

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 demolish the Swimming Pool Building (Pump House) located near the J.J. Ayo Pool.*



Nicholls State University

Office of the President

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

H.5.

January 31, 2024

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 22, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

*Demolish the Swimming Pool Building (Pump House)
Located near the J.J. Ayo Pool.*

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, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications
Ms. Paige Thomas, Director of Alumni Affairs
Ms. Paulette Mayon, Controller & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President

Board Agenda Item Number: ??

Representative: Bryan Fontenot

Building Name: Swimming Pool Building (Pump House)

Construction Date: 1976

Site Code: 19-621

Year Built/Acquired: 1976

Building Type: Brick walls, shingle roof
Class 2 – Joisted Masonry

Photos: See Below

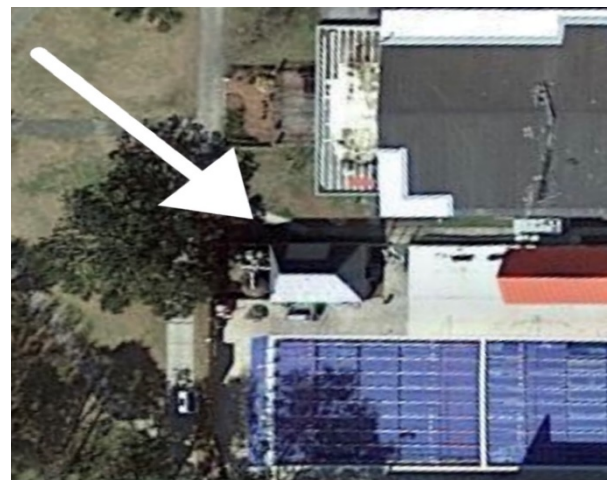
Square Footage: 952

State ID Number: S04297

Senator: Mike Fesi

1. The J.J. Ayo Pool is planned for demolition through Deferred Maintenance funding. A scope of work has been determined, and the project is currently out for bid (bids due on 2/7).
2. As part of the bid package, demolition of the Swimming Pool Building (Pump House) will be considered as an alternate. The award of this alternate is pending the approval of demolition, as well as budget considerations.
3. With the pool slated for demolition, the Swimming Pool Building (Pump House) is no longer required.
4. The removal of the Swimming Pool Building (Pump House) will return valuable space to student organizations.

Photos:



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

FACILITIES PLANNING COMMITTEE

February 22, 2024

Item H.6. **Nicholls State University's** request for approval to name Suite 14 in the Student Union, the offices of the executive boards of the Student Government Association and the Student Programming Association, the "Dolly Lafont McGeever SGA/SPA Suite."

EXECUTIVE SUMMARY

The University is requesting approval to name Suite 14 in the Student Union, the offices of the executive boards of the Student Government Association (SGA) and the Student Programming Association (SPA), the "*Dolly Lafont McGeever SGA/SPA Suite.*"

Ms. Dolly, as she is affectionately known to students, has been the administrative assistant to SGA for 16 years. She is known for working as many hours as it takes, no matter the time or day, to ensure that all SGA business is completed. Additionally, she voluntarily provides frequent support to SPA and other student engagement areas so that students have the best experience possible. More importantly is her care and commitment to the students themselves. She has consistently been a source of support and encouragement, greeting each student with kindness and a nurturing spirit. Students often describe her as their "school Mom" or "school Grandmother." Over the years, students involved in SGA and SPA remember Ms. Dolly more than anything. They speak with great affection about her many years after they graduate. As one of the most familiar faces in the SGA office, Ms. Dolly has become a cornerstone of the campus community. Her dedication to Nicholls State University and its students is a true reflection of her character and the values held dear at Nicholls. This naming will be 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 Suite 14 in the Student Union, the offices of the executive boards of the Student Government Association and the Student Programming Association, the "*Dolly Lafont McGeever SGA/SPA Suite.*"



Nicholls State University

Office of the President

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

H.6.

January 31, 2024

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 22, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

*Name Space in the Student Union:
"The Dolly Lafont McGeever SGA/SPA Suite".*

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, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications
Ms. Paige Thomas, Director of Alumni Affairs
Ms. Paulette Mayon, Controller & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President



Nicholls State University

Office of the President

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

January 31, 2024

President Rick Gallot
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

RE: Name Suite 14 of the Student Union

Dear President Gallot:

Nicholls State University hereby requests approval to name Suite 14 in the Student Union, the offices of the executive boards of the Student Government Association and the Student Programming Association the:

Dolly Lafont McGeever SGA/SPA Suite.

Ms. Dolly, as she is affectionately known to students, has been the administrative assistant to SGA for 16 years. She is known for working as many hours as it takes, no matter the time or day, to ensure that all SGA business is completed. Additionally, she voluntarily provides frequent support to SPA and other student engagement areas so that students have the best experience possible. More importantly, is her care and commitment to the students themselves. She has consistently been a source of support and encouragement, greeting each student with kindness and a nurturing spirit. Students often describe her as their “school Mom” or “school Grandmother.” Students involved in SGA and SPA over the years remember Ms. Dolly more than anything. They speak with great affection about her many years after they graduate. As one of the most familiar faces in the SGA office, Ms. Dolly has become a cornerstone of our campus community. Her dedication to Nicholls State University and its students is a true reflection of her character and the values we hold dear at our institution. This naming is for the useful life of the facility.

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 Suite 14 in the Student Union, the offices of the executive boards of the Student Government Association and the Student Programming Association, the “Dolly Lafont McGeever SGA/SPA Suite”.

Sincerely,

Jay Clune, PhD
President

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

FACILITIES PLANNING COMMITTEE

February 22, 2024

- Item H.7.** **University of Louisiana at Lafayette's** request for approval to amend the Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) of the property known as the University's Health Sciences Campus, as authorized by La. R.S. 17:3361, to allow RCFI to sublet the leasehold estate, or portions thereof, to subsidiaries of RCFI, and to other third parties for the benefit of the Board.

EXECUTIVE SUMMARY

The Board, on behalf of the University, previously executed a Ground Lease Agreement on May 8, 2023, for the Health Sciences Campus on properties acquired from Our Lady of Lourdes Regional Medical Center, Inc. and the Society of the Roman Catholic Church of the Diocese of Lafayette, now known as the Health Sciences Campus. The Ground Lease provides that RCFI is not authorized to sublet the leasehold estate to any entity other than the Board. The University has determined that authorizing the Corporation to sublet the leasehold estate, or portions thereof, to subsidiaries of the Corporation and to other third parties for the benefit of the Board will further the purposes of managing and maintaining the Leased Property and planning for the development of the Leased Property.

The University seeks approval to enter into the referenced Amendment to Ground Lease with RCFI to authorize RCFI to sublet the leasehold estate, or portions thereof, to the Board, to subsidiaries of RCFI, and to other third parties for the benefit of the Board, subject to the University's consent.

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 amend the Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) of the property known as the University's Health Sciences Campus, as authorized by La. R.S. 17:3361, to allow RCFI to sublet the leasehold estate, or portions thereof, to subsidiaries of RCFI, and to other third parties for the benefit of the Board.

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

H.7.

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

January 31, 2024

Université des Acadiens

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is a request for permission for the University to enter into an Amendment to Ground Lease with Ragin' Cajun Facilities, Inc. (RCFI) of the property known as the University's Health Sciences Campus (the "Facilities").

The University is seeking approval of the Board of Supervisors for the University of Louisiana System to enter into the referenced Amendment to Ground Lease with RCFI to allow RCFI to sublet the leasehold estate, or portions thereof, to subsidiaries of RCFI, and to other third parties for the benefit of the Board. The draft of the Amendment to Ground 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 2024 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

SVC
Attachment

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

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

RECITALS

WHEREAS, the parties entered into that certain Ground Lease Agreement for the Health Sciences Campus effective May 8, 2023 (“*Ground Lease*”); and

WHEREAS, Section 13.2 of the Ground Lease provides that the Corporation is not authorized to sublet the leasehold estate to any entity other than the Board; and

WHEREAS, the Board has determined that authorizing the Corporation to sublet the leasehold estate, or portions thereof, to subsidiaries of the Corporation and to other third parties for the benefit of the Board will further the purposes of managing and maintaining the Leased Property and planning for the Development of the Leased Property; and

WHEREAS, the Board and the Corporation desire to amend the Ground Lease to authorize the Corporation to sublet the leasehold estate, or portions thereof, to the Board, to subsidiaries of the Corporation, and to other third parties for the benefit of the Board.

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

1. The terms used in this Amendment not defined herein shall have the meanings ascribed to them in Section 1.1 of the Lease.

2. Section 13.2 is deleted and substituted with the following:

Section 13.2 Subletting. The Board and the Corporation are authorized to enter into a sublease or subleases of the leasehold estate, or portions thereof. The Corporation is further authorized to enter into a sublease or subleases of the leasehold estate, or portions thereof, with subsidiaries of the Corporation and other third parties for the benefit of the Board, subject to the University’s consent. The Corporation is not authorized to sublet the leasehold estate to any other entity.

3. Except as specifically modified herein, all other terms, covenants and conditions of the Ground Lease, as previously amended, will continue in full force and effect.

IN WITNESS WHEREOF, the undersigned representative has signed this Addendum on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2024.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

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

IN WITNESS WHEREOF, the undersigned representative has signed this Addendum on behalf of Ragin' Cajun Facilities, Inc. on the ____ day of _____, 2024.

RAGIN' CAJUN FACILITIES, INC.

By: _____
David K. Fontenot, Chairman

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

FACILITIES PLANNING COMMITTEE

February 22, 2024

Item H.8. **University of Louisiana at Monroe's** request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., to make safety and public access improvements to the softball complex, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI), to make safety and public access improvements to the softball complex. The University will lease the land, as defined in the plat, to ULMFI. The property is located at 500 Warhawk Way, Monroe, LA 71209. This land and facilities will be leased to ULMFI for \$1.00 per year.

This project will include installing additional outfield seating, an outfield student section, and new entryways into the complex to increase capacity, access, and safety at the complex. This will also include new hard pavement to access the new seating areas.

ULMFI anticipates total funding available for the project will be approximately \$237,950. 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 a grant provided by the Ouachita Parish Police Jury through their American Rescue Plan Act (ARPA) program.

The Grounds and Facilities Lease Agreement will expire when a substantial completion document is signed and all construction is completed. Upon completion of the work all improvements will be donated to the University.

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 and Facilities Lease Agreement with ULM Facilities, Inc., to make safety and public access improvements to the softball complex pursuant to La. R.S. 17:3361.*

***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 and his or her designee are 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

January 31, 2024

Rick Gallot, JD, President
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 of Softball complex Improvements
February 22, 2024 ULS Board Meeting

Dear President Gallot,

The University of Louisiana at Monroe is requesting approval to make safety and public access improvements to the softball complex. The project will include a ground and facilities lease with the ULM Facilities Corporation and be funded through a grant provided by the Ouachita Parish Police Jury through their American Rescue Plan Act (ARPA) Program. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the February 22, 2024 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,

A handwritten signature in blue ink that reads "R. Berry".

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, ULS Executive Director for Compliance & Risk Management,
EEO Officer
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT

Softball Complex Location:



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 22, 2024

in connection with:

Softball Facility Safety and Access Improvements on the campus of the
University of Louisiana at Monroe

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Exhibit A – LAND DESCRIPTION

Exhibit B – PERMITTED ENCUMBRANCES

Exhibit C – NOTICE OF GROUND LEASE

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 22, 2024**, 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**”).

W I T N E S S E T H

WHEREAS the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to 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 safety and access improvements for the softball facility on the ULM campus for the ULM student athlete softball 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 two (2) new access gates and outfield seating at the softball facility on the ULM campus for the ULM softball 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 Two Hundred Thirty-Seven Thousand Nine Hundred Fifty and No/100 (\$237,950.00) Dollars. The Corporation has entered a Cooperative Endeavor Agreement with the Ouachita Parish Police Jury, which has agreed to pay

up to \$237,950.00 for this project. The Corporation will advance payments on the project as they come due, and the Ouachita Parish Police Jury shall reimburse the Corporation for all payments made up to \$237,950.00.

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 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the “Land”) more particularly 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 Habendum. To have and to hold the Land and the Facilities together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.03 Term. Unless sooner terminated as herein provided, this Ground and Facilities Lease shall continue and remain in full force and effect for a one (1) year term beginning on **February 22, 2024**. 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 21, 2025**, 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 rights, 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 Definitions. 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 22, 2024**.

“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 Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board may designate from time to time in writing, as annual rent for the Land (“**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 Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article Five herein.

**ARTICLE FOUR
USE OF LAND**

Section 4.01 Purpose of Lease. 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 Benefit of the Board and the University. 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 Compliance with Statutory Requirements. Section 3361, *et. seq.* of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Ground 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 The Corporation's Construction Obligations. 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.

- B. Subject to the provisions of Section 5.01, all decisions regarding construction 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 **December 31, 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 Mortgage of Leasehold or the Facilities. 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 Maintenance and Repairs. 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 No Mechanics' Liens. Except as permitted in Section 8.02 hereof the Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Land or the Facilities nor against the Corporation's leasehold interest in the Land or the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this 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 Notice of Recitals. 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 Management of Facilities. Once the Ground and Facilities Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

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

Section 9.03 Audits. 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 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel, then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.02 Contributory Acts. 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 The Board's Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Board may, at its option seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance.

Section 11.03 Termination of Right of Occupancy. Notwithstanding any provision of law or of this 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 re-letting, 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 Rights of The Board Cumulative. 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 Title to Facilities. 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 Insurance Proceeds. 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 Condemnation. 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 Assignment of Leasehold Interest. 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 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

Section 14.03 Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Ground 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 made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

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

ARTICLE SEVENTEEN FORCE MAJEURE

Section 17.01 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within 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 Nondiscrimination, Employment and Wages. 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 Notices. 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 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 create a relationship other than the relationship of the Lessee and the Lessor hereunder.

Section 18.04 Notice of Lease. 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 Attorney Fees. 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 attorney fees and costs of suit.

Section 18.06 Louisiana Law to Apply. 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 Curative Matters. 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 Nonwaiver. 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 Counterparts. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.12 Severability. If any clause or provision of this Ground 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 Authorization. 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 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Land or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board required under the terms of this Ground and Facilities Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15 Amendment. No amendment, modification, or alteration of the terms of this Ground 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 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the University into another educational institution or the Board into another educational management board.

Section 18.17 Entire Agreement. This Ground 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 2024.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY 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: _____

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 2024.

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 2024, 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 2024, 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 22, 2024, 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 _____, 2024, in Conveyance Book ____, Page __, File Number _____, official records of Ouachita Parish, Louisiana.

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

This Notice is executed for the purpose of recordation in the public records of Ouachita 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 Notice by reference as though fully set forth herein, and both the Lease and this Notice shall be deemed to constitute a single instrument or document.

THUS, DONE AND PASSED on the ___ day of February 2024, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with **Dan W. Robertson**, Chairperson of University of Louisiana Monroe Facilities, Inc, and me, Notary.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

By: _____
Dan W. Robertson, Chairperson

Print Name: _____

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 2024, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as 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:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY 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: _____

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