

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT for Lakes Project Advisor

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Lakes Project Advisor CEA") is made and entered into as of the date last signed below, by and between:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU");

Recreation and Parks Commission for East Baton Rouge ("BREC");

City of Baton Rouge and Parish of East Baton Rouge ("City-Parish"); and

University Lakes, LLC ("UL"), the sole member of which is the LSU Real Estate and Facilities Foundation ("REFF"), an affiliated entity of the LSU Foundation.

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides in pertinent part that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...";

WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

WHEREAS, REFF will select and engage the Project Advisor in the manner described in the Lakes MOU through a competitive process;

WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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

Scope of Services

UL hereby agrees to furnish the following services (the "Services") with the assistance of the Project Advisor and legal counsel selected as provided for above and in the Lakes MOU:

1. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Project Advisor for the Project.*
2. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Designer for the Project.*
3. *Prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.*
4. *Prepare an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source.*
5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
6. *Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.*
7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by UL in connection with the performance of the Services contracted for herein shall be the property of UL. Any Party shall have an unlimited right to use any records, reports, documents or other material produced pursuant to this Agreement to the extent the same is provided by UL to any other Party.

Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of UL which relate to the expenditure of any public funds provided or expended pursuant to this Agreement.

Record Retention

UL agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

Term of Contract

The term of this Agreement shall begin on *December 11, 2019* and shall terminate on *March 30, 2020*.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

with copy to: Executive Assistant to
Superintendent Corey Wilson
BREC's Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Amendment

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first shown below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: _____
Thomas Galligan, Jr., Interim President

_____ Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: _____
Sharon Weston Broome, Mayor

_____ Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

_____ Date

UNIVERSITY LAKES, LLC

By: _____
Robert M. Stuart, Jr., Manager

Date

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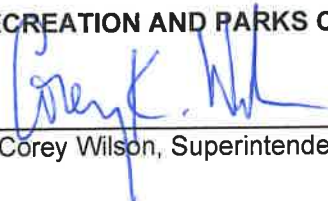
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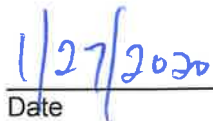
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STATE OF LOUISIANA

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WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides in pertinent part that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...";

WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

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WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
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7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

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Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

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Record Retention

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Term of Contract

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Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

with copy to: Executive Assistant to
Superintendent Corey Wilson
BREC's Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Amendment

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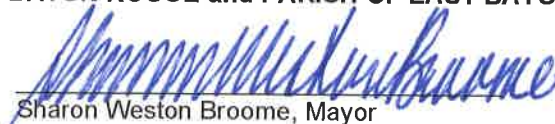
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**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
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By: _____
Thomas Galligan, Jr., Interim President

Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: 
Sharon Weston Broome, Mayor


Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

Date

UNIVERSITY LAKES, LLC

By: _____
Robert M. Stuart, Jr., Manager

Date

STATE OF LOUISIANA

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WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

WHEREAS, REFF will select and engage the Project Advisor in the manner described in the Lakes MOU through a competitive process;

WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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

Scope of Services

UL hereby agrees to furnish the following services (the "Services") with the assistance of the Project Advisor and legal counsel selected as provided for above and in the Lakes MOU:

1. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Project Advisor for the Project.*
2. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Designer for the Project.*
3. *Prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.*
4. *Prepare an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source.*
5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
6. *Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.*
7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by UL in connection with the performance of the Services contracted for herein shall be the property of UL. Any Party shall have an unlimited right to use any records, reports, documents or other material produced pursuant to this Agreement to the extent the same is provided by UL to any other Party.

Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of UL which relate to the expenditure of any public funds provided or expended pursuant to this Agreement.

Record Retention

UL agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

Term of Contract

The term of this Agreement shall begin on *December 11, 2019* and shall terminate on *March 30, 2020*.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

with copy to: Executive Assistant to
Superintendent Corey Wilson
BRECs Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.


Amendment

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first shown below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: 
Thomas Galligan, Jr., Interim President

2/10/20
Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: _____
Sharon Weston Broome, Mayor

Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

Date

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Amendment

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

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: _____
Thomas Galligan, Jr., Interim President

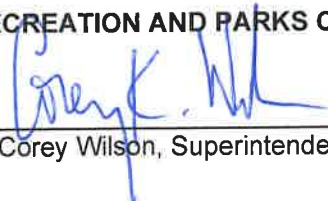
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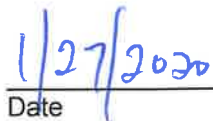
CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: _____
Sharon Weston Broome, Mayor

Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By:  _____
Corey Wilson, Superintendent

 _____
Date

UNIVERSITY LAKES, LLC

By: _____
Robert M. Stuart, Jr., Manager

Date

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT for Lakes Project Advisor

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Lakes Project Advisor CEA") is made and entered into as of the date last signed below, by and between:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU");

Recreation and Parks Commission for East Baton Rouge ("BREC");

City of Baton Rouge and Parish of East Baton Rouge ("City-Parish"); and

University Lakes, LLC ("UL"), the sole member of which is the LSU Real Estate and Facilities Foundation ("REFF"), an affiliated entity of the LSU Foundation.

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides in pertinent part that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...";

WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

WHEREAS, REFF will select and engage the Project Advisor in the manner described in the Lakes MOU through a competitive process;

WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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

Scope of Services

UL hereby agrees to furnish the following services (the "Services") with the assistance of the Project Advisor and legal counsel selected as provided for above and in the Lakes MOU:

1. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Project Advisor for the Project.*
2. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Designer for the Project.*
3. *Prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.*
4. *Prepare an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source.*
5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
6. *Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.*
7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by UL in connection with the performance of the Services contracted for herein shall be the property of UL. Any Party shall have an unlimited right to use any records, reports, documents or other material produced pursuant to this Agreement to the extent the same is provided by UL to any other Party.

Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of UL which relate to the expenditure of any public funds provided or expended pursuant to this Agreement.

Record Retention

UL agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

Term of Contract

The term of this Agreement shall begin on *December 11, 2019* and shall terminate on *March 30, 2020*.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

with copy to: Executive Assistant to
Superintendent Corey Wilson
BRECs Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Amendment

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first shown below.

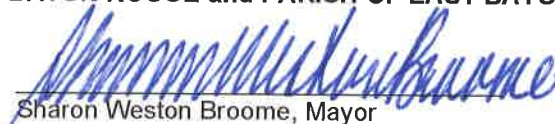
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: _____
Thomas Galligan, Jr., Interim President

Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: 
Sharon Weston Broome, Mayor


Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

Date

UNIVERSITY LAKES, LLC

By: _____
Robert M. Stuart, Jr., Manager

Date

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT for Lakes Project Advisor

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Lakes Project Advisor CEA") is made and entered into as of the date last signed below, by and between:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU");

Recreation and Parks Commission for East Baton Rouge ("BREC");

City of Baton Rouge and Parish of East Baton Rouge ("City-Parish"); and

University Lakes, LLC ("UL"), the sole member of which is the LSU Real Estate and Facilities Foundation ("REFF"), an affiliated entity of the LSU Foundation.

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides in pertinent part that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...";

WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

WHEREAS, REFF will select and engage the Project Advisor in the manner described in the Lakes MOU through a competitive process;

WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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

Scope of Services

UL hereby agrees to furnish the following services (the "Services") with the assistance of the Project Advisor and legal counsel selected as provided for above and in the Lakes MOU:

1. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Project Advisor for the Project.*
2. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Designer for the Project.*
3. *Prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.*
4. *Prepare an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source.*
5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
6. *Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.*
7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by UL in connection with the performance of the Services contracted for herein shall be the property of UL. Any Party shall have an unlimited right to use any records, reports, documents or other material produced pursuant to this Agreement to the extent the same is provided by UL to any other Party.

Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of UL which relate to the expenditure of any public funds provided or expended pursuant to this Agreement.

Record Retention

UL agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

Term of Contract

The term of this Agreement shall begin on *December 11, 2019* and shall terminate on *March 30, 2020*.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

 with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

 with copy to: Executive Assistant to
Superintendent Corey Wilson
BRECs Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.


Amendment

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first shown below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: 
Thomas Galligan, Jr., Interim President

2/10/20
Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: _____
Sharon Weston Broome, Mayor

Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

Date

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT for Lakes Project Advisor

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Lakes Project Advisor CEA") is made and entered into as of the date last signed below, by and between:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU");

Recreation and Parks Commission for East Baton Rouge ("BREC");

City of Baton Rouge and Parish of East Baton Rouge ("City-Parish"); and

University Lakes, LLC ("UL"), the sole member of which is the LSU Real Estate and Facilities Foundation ("REFF"), an affiliated entity of the LSU Foundation.

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides in pertinent part that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...";

WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

WHEREAS, REFF will select and engage the Project Advisor in the manner described in the Lakes MOU through a competitive process;

WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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

Scope of Services

UL hereby agrees to furnish the following services (the "Services") with the assistance of the Project Advisor and legal counsel selected as provided for above and in the Lakes MOU:

1. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Project Advisor for the Project.*
2. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Designer for the Project.*
3. *Prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.*
4. *Prepare an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source.*
5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
6. *Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.*
7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by UL in connection with the performance of the Services contracted for herein shall be the property of UL. Any Party shall have an unlimited right to use any records, reports, documents or other material produced pursuant to this Agreement to the extent the same is provided by UL to any other Party.

Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of UL which relate to the expenditure of any public funds provided or expended pursuant to this Agreement.

Record Retention

UL agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

Term of Contract

The term of this Agreement shall begin on *December 11, 2019* and shall terminate on *March 30, 2020*.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

with copy to: Executive Assistant to
Superintendent Corey Wilson
BRECs Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Amendment

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first shown below.

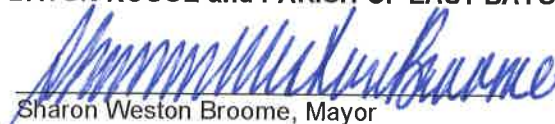
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: _____
Thomas Galligan, Jr., Interim President

Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: 
Sharon Weston Broome, Mayor


Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

Date

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT for Lakes Project Advisor

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Lakes Project Advisor CEA") is made and entered into as of the date last signed below, by and between:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU");

Recreation and Parks Commission for East Baton Rouge ("BREC");

City of Baton Rouge and Parish of East Baton Rouge ("City-Parish"); and

University Lakes, LLC ("UL"), the sole member of which is the LSU Real Estate and Facilities Foundation ("REFF"), an affiliated entity of the LSU Foundation.

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides in pertinent part that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...";

WHEREAS, LSU, BREC, City-Parish, BRAF and REFF have entered into a Memorandum of Understanding (the "Lakes MOU," which is attached hereto as Exhibit A) with each other and other parties for the design and construction of much-needed improvements to the University Lakes System (the "Project," as more fully set forth in the Lakes MOU);

WHEREAS, the first step to moving forward with the University Lakes Project as set forth in the Lakes MOU is the selection and engagement of a Project Advisor for the Project and outside counsel to represent UL for legal services related to the Project;

WHEREAS, the Project will be proceeding in phases, and the first phase will be complete with the selection and engagement of a Designer for the Project;

WHEREAS, REFF estimates that the cost of the Project Advisor from engagement in January 2020 through expected selection of a Designer in April 2020 will be approximately \$250,000;

WHEREAS, REFF estimates that the cost of legal services for UL related to the Project for that same time period will be approximately \$100,000;

WHEREAS, LSU, BREC, City-Parish, and BRAF have funds available that may be used for initial costs of the Project;

WHEREAS, engagement of a Project Advisor and outside counsel are essential in order to implement the Project and for LSU, BREC, and the City-Parish to obtain the substantial public benefits outlined in the Lakes MOU;

WHEREAS, the benefits to LSU, BREC, the City-Parish, and the people of Baton Rouge from the Project will be greater than the funding each agrees to provide in this Lakes Project Advisor CEA;

WHEREAS, REFF will select and engage the Project Advisor in the manner described in the Lakes MOU through a competitive process;

WHEREAS, REFF will engage outside counsel through appropriate mechanisms for selection of licensed professional services in accordance with any regulations expected to be applicable to the Project;

WHEREAS, capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Lakes MOU:

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

Scope of Services

UL hereby agrees to furnish the following services (the "Services") with the assistance of the Project Advisor and legal counsel selected as provided for above and in the Lakes MOU:

1. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Project Advisor for the Project.*
2. *Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Designer for the Project.*
3. *Prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.*
4. *Prepare an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source.*
5. *Prepare an analysis of the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project.*
6. *Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.*
7. *Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer.*

For clarity, UL will provide these services to take the Project through the selection of a Designer. This Scope of Services does not cover any services that will be provided or undertaken after the Designer is selected. It is anticipated that most or all entities represented as voting members of the Project Management Committee will enter into additional cooperative endeavor agreements to address the work that will be done by UL (through the Project Advisor and other professionals), the Designer, and the Contractor in subsequent phases of the Project.

All obligations of UL shall be limited to the extent funding is provided through this Agreement to fund the services of the Project Advisor.

Payment Terms

In consideration of the performance of the Services, LSU, BREC, City-Parish, and BRAF hereby agree to pay UL the flat sum of the following amounts from each of them, within 10 business days of execution of this Agreement:

1. BREC: \$150,000
2. City-Parish: \$150,000
3. LSU: \$50,000

If the costs of the Services is, upon completion, less than the \$350,000 amount set forth above, REFF will devote any remaining funds toward other costs associated with the University Lakes Project and provide the Parties with an accounting of all such funds.

UL will treat the payment hereunder as a source of funding solely for the use toward the University Lakes Project. As provided for in the Lakes MOU, none of the funds provided will accrue to the benefit of UL or

REFF other than the assessment of an administrative fee, not to exceed \$300,000 for the entire University Lakes Project, to offset its internal accounting and similar costs. UL shall also use these funds for out-of-pocket costs it incurs that are specifically related to the University Lakes Project. It is understood and agreed that no portion of these funds will inure to the benefit of UL, and that UL will cause 100% of the funds to be used solely for the purposes described herein. It is further understood and agreed that UL has undertaken the University Lakes Project for the primary benefit of the public entities that are Parties to the Lakes MOU and that UL itself will receive only a nominal benefit from the Project and the Services. As provided for in the Lakes MOU, UL will provide regular accounting of the costs and expenses it has incurred for the Project to the Project Management Committee.

Taxes

UL hereby agrees that the responsibility for payment of taxes upon the funds thus received under this Agreement shall be UL's obligation and identified under federal tax identification number: 81-2876283.

Termination Clause

Any Party other than UL may terminate its participation in this Agreement for cause based upon the failure of UL to comply with the terms and/or conditions of this Agreement; provided that the Party terminating shall give UL and the other Parties written notice specifying UL's failure. If, within thirty (30) days after receipt of such notice, UL shall not have either (i) corrected such failure or (ii) in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the Party terminating may, at its option, require a refund of funds it contributed under this Agreement, in proportion to the amount it contributed to the Agreement, provided that UL shall be entitled to retain any funds necessary for payment for deliverables in progress as defined below. This Agreement shall continue in effect for the remaining Parties unless all Parties other than UL give such notice. UL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parties other than UL to comply with the terms and conditions of this Agreement; provided that UL shall give any such Party written notice specifying its failure and a reasonable opportunity for it to cure the defect.

Termination for Convenience

Any Party other than UL may withdraw from this Agreement at any time by giving thirty (30) days written notice to UL. UL shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. For purposes of this Agreement, "deliverables in progress" shall include obligations incurred by UL that cannot be terminated.

Ownership

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by UL in connection with the performance of the Services contracted for herein shall be the property of UL. Any Party shall have an unlimited right to use any records, reports, documents or other material produced pursuant to this Agreement to the extent the same is provided by UL to any other Party.

Non-assignability

UL shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of each of the other Parties. This provision shall not be construed to prohibit UL from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-REFF Parties.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of UL which relate to the expenditure of any public funds provided or expended pursuant to this Agreement.

Record Retention

UL agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

Term of Contract

The term of this Agreement shall begin on *December 11, 2019* and shall terminate on *March 30, 2020*.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Louisiana Legislature (the "Legislature") or other governmental entities. If the Legislature or other governmental entity fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the relevant appropriations act or ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

UL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

UL agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by UL, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Louisiana.

Notices and Consents

Notices or communications to LSU or UL, and all necessary written consents required or appropriate under this Agreement 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, return receipt requested, or (d) sent via e-mail, provided that the e-mail is not returned as undeliverable by the recipient's e-mail system, addressed as follows:

if to LSU: President of LSU
Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749
president@lsu.edu

with copies to: Executive Vice President for Finance and Administration and CFO
Louisiana State University and
Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5403

if to City-Parish: Mayor-President
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, 3rd Floor
Baton Rouge, LA 70802

with copy to: Parish Attorney
Parish of East Baton Rouge
222 St. Louis Street, Suite 902
Baton Rouge, LA 70802

if to BREC: Superintendent
Corey Wilson
6201 Florida Boulevard
Baton Rouge, LA 70806

with copy to: Executive Assistant to
Superintendent Corey Wilson
BRECs Superintendent's Office
6201 Florida Blvd.
Baton Rouge, LA 70806

if to UL: University Lakes LLC
Leu Anne Greco, Manager
3796 Nicholson Drive
Baton Rouge, LA 70802
Facsimile: (225) 578-0530
E-mail: lgreco@lsufoundation.org

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, communication or written consent 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 facsimile, upon receipt, if receipt is acknowledged as required herein.

Entire Agreement

This Agreement, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement 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.

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 ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship set forth in this Agreement. In no event shall UL's officers, directors, employees or agents be liable for any of the obligations of UL hereunder

Attorneys' Fees

To the extent allowed by law, if either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.


Amendment

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first shown below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

By: 
Thomas Galligan, Jr., Interim President

2/10/20
Date

CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: _____
Sharon Weston Broome, Mayor

Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By: _____
Corey Wilson, Superintendent

Date

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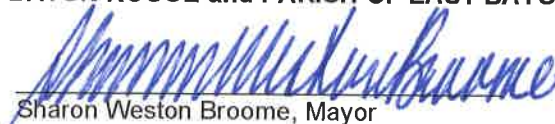
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By: _____
Thomas Galligan, Jr., Interim President

Date

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Sharon Weston Broome, Mayor


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Thomas Galligan, Jr., Interim President

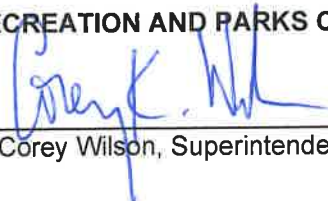
Date

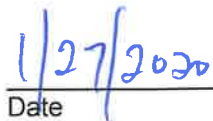
CITY OF BATON ROUGE and PARISH OF EAST BATON ROUGE

By: _____
Sharon Weston Broome, Mayor

Date

BREC, RECREATION AND PARKS COMMISSION FOR EAST BATON ROUGE

By:  _____
Corey Wilson, Superintendent


Date

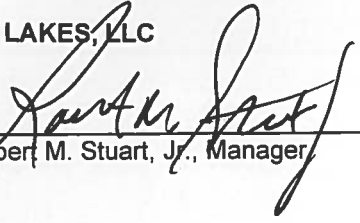
UNIVERSITY LAKES, LLC

By: _____
Robert M. Stuart, Jr., Manager

Date

UNIVERSITY LAKES, LLC

By:



Robert M. Stuart, Jr., Manager

1-28-2020
Date