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PO # 2000594269
CFMS # NA
AMENDMENT #3
Grant # B-18-DP-22-0001
Year 2018
AL # 14.228

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER
COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM

BY AND BETWEEN
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT—DISASTER RECOVERY

AND

UNIVERSITY LAKES, LLC

EFFECTIVE MAY 1, 2025

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:
Page 1

This Cooperative Endeavor Agreement ("Agreement") is entered into by and between the UNIVERSITY LAKES LLC, ("Grantee"), THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND MECHNICAL AND AGRICULTURAL COLLEGE ("LSU") and the CITY OF BATON ROUGE- PARISH OF EAST BATON ROUGE ("EBR") (LSU and EBR collectively referred to as "Property Owners") and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD" or "STATE"), each represented herein by their undersigned authorized representatives. Grantee and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

CHANGE AGREEMENT TO:
Page 1

This Cooperative Endeavor Agreement ("Agreement") is entered into by and between the UNIVERSITY LAKES LLC, ("Grantee" or "Subrecipient"), THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND MECHNICAL AND AGRICULTURAL COLLEGE ("LSU") and the CITY OF BATON ROUGE- PARISH OF EAST BATON ROUGE ("EBR") (LSU and EBR collectively referred to as "Property Owners") and the STATE OF

LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD" or "LOCD-DR" or "STATE"), each represented herein by their undersigned authorized representatives. Subrecipient and the LOCD-DR may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

CHANGE AGREEMENT FROM:
Page 8

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence April 23, 2021 and terminate July 31, 2025 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;

2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;

3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or

4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

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C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent thatrequests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

<u>CHANGE AGREEMENT TO:</u>
Page 8

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence April 23, 2021 and terminate July 31, 2026 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination/Suspension for Cause

The LOCD-DR may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner the obligations under this Agreement;

3. Submission by Subrecipient of reports to the OCD, HUD, or either of their auditors, that are incorrect or incomplete in any material respect, provided Subrecipient is given notice of said failure and fails to correct the same within a reasonable amount of time; or

4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Subrecipient shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the LOCD-DR shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

Subrecipient may submit payment requests to LOCD-DR up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed prior to the date of termination contained within the notice and otherwise reimbursable under the terms of this Agreement. Any payment to Subrecipient shall be limited to the compensation provided in this paragraph. Subrecipient shall not be entitled to lost profits, lost revenue, or any other compensation or damages.

If, subsequent to the disbursement of the Grant funds, a portion of or all of the Grant is de-obligated or otherwise deemed ineligible, the Subrecipient shall remit to LOCD-DR the de-obligated or otherwise deemed ineligible grant funds previously paid under this agreement, as a return of grant funds, within thirty (30) days of the notice, unless an extension is granted by LOCD-DR.

C. Termination for Convenience

The LOCD-DR may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Subrecipient . ~~Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.~~

Subrecipient may submit payment requests to LOCD-DR no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed prior to the date of termination contained within the notice and otherwise reimbursable under the terms of this Agreement. Any payment to Subrecipient shall be limited to the compensation provided in this paragraph. Subrecipient shall not be entitled to lost profits, lost revenue, or any other compensation or damages.

If, subsequent to the disbursement of the Grant funds, a portion of or all of the Grant is de-obligated or otherwise deemed ineligible, the Grantee shall remit to LOCD-DR the de-obligated or otherwise deemed ineligible grant funds previously paid under this agreement, as a return of grant funds, within thirty (30) days of the notice, unless an extension is granted by LOCD-DR.

Subrecipient may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to LOCD-DR, with such written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, LOCD-DR determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Termination/Suspension for Cause provision of this Agreement or the foregoing paragraph of this Termination for Convenience provision.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the LOCD-DR to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the LOCD-DR for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Subrecipient shall be paid for all authorized services properly performed prior to termination.

Subrecipient may submit payment requests to LOCD-DR no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed prior to the date of termination contained within the notice and otherwise reimbursable under the terms of this Agreement. Any payment to Subrecipient shall be limited to the compensation provided in this paragraph. Subrecipient shall not be entitled to lost profits, lost revenue, or any other compensation or damages.

If, subsequent to the disbursement of the Grant funds, a portion of or all of the Grant is de-obligated or otherwise deemed ineligible, the Subrecipient shall remit to LOCD-DR the de-obligated or otherwise deemed ineligible grant funds previously paid under this agreement, as a return of grant funds, within thirty (30) days of the notice, unless an extension is granted by LOCD-DR.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions B through D shall not alter or diminish Subrecipient's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Subrecipient's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Subrecipient in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Subrecipient under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. (SECTION REMOVED)

CHANGE AGREEMENT FROM:
Page 10

IV. ADMINISTRATIVE REQUIREMENTS

C. Documentation and Record Keeping

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

CHANGE AGREEMENT TO:
Page 10

IV. ADMINISTRATIVE REQUIREMENTS

C. Documentation and Record Keeping

2. Retention of Records

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of ~~five (5)~~ three (3) years after closeout of LOCD-DR's federal grant providing the Grant Funds. Subrecipient will be notified of that closeout date by LOCD-DR.

CHANGE AGREEMENT FROM:
Page 19

VI. GENERAL CONDITIONS

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Grantee's Federal Tax Identification Number is 36-4953765, DUNS Number 122387362.

CHANGE AGREEMENT TO:
Page 19

VI. GENERAL CONDITIONS

O. Taxes

Subrecipient is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Subrecipient's Federal Tax Identification Number is 36-4953765, and the Unique Entity ID is FSEZAVGSVF11.

Reason for Amendment:

The purpose of this amendment is to extend the end date and include required HUD and DOA clauses.

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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The Parties and Property Owners have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT—DISASTER RECOVERY

DocuSigned by:

By: Gina Campo

871B315A00054D4...

Name: Gina Campo

Title: Executive Director

Date: 7/8/2025

SUBRECIPIENT

DocuSigned by:

By: Robert M. Stuart, Jr.

FEB2CECD4E23483...

Name: Robert M. Stuart, Jr.

Title: CEO

Date: 6/25/2025

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

Signed by:

By: Matt Lee

B69AB85B03CC4E4...

Name: Matthew Lee

Title: President

Date: 7/2/2025

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CITY OF BATON ROUGE- PARISH OF EAST BATON ROUGE

By: Signed by: Emile "Sid" Edwards BCCC446E352E446...

Name: Emile "Sid" Edwards

Title: Mayor-President

Date: 7/8/2025