

PARISH RESOLUTION NO. PR-025-2025

A RESOLUTION OF THE LAFAYETTE PARISH COUNCIL APPROVING THE COOPERATIVE ENDEAVOR AGREEMENT, GROUND LEASE AGREEMENT, MEMORANDUM OF LEASE AGREEMENT AND OTHER ASSOCIATED OR ANCILLARY AGREEMENTS BY AND BETWEEN THE PARISH OF LAFAYETTE AND HOLY ROSARY LAND HOLDINGS, INC. FOR THE DEVELOPMENT OF THE NORTHEAST REGIONAL LIBRARY

BE IT RESOLVED by the Lafayette Parish Council, that:

WHEREAS, by Parish Ordinance No. PO-040-2025 adopted by the Lafayette Parish Council, the Lafayette Parish Council authorized the Lafayette Mayor-President “to enter into a cooperative endeavor agreement and lease agreement with Holy Rosary for the Development of a Library on the Property, on such terms and conditions as the Lafayette Mayor-President deems appropriate and necessary,” with the defined terms being more particularly defined in said Parish Ordinance No. PO-040-2025; and

WHEREAS, the Lafayette Mayor-President, through the Lafayette City-Parish Attorney, has negotiated and developed forms of the identified agreements, which are attached hereto; and

WHEREAS, the Lafayette Parish Council desires to approve and authorize the execution of such agreements, as more fully specified below.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Lafayette Parish Council, that:

SECTION 1: All of the aforescribed “Whereas” clauses are adopted as part of this resolution.

SECTION 2: The Lafayette Mayor-President is authorized to execute and deliver the several agreements (and other agreements necessary or appropriate) as such agreements are substantially in the form and with the content as attached hereto, as same might be further revised or modified in connection with the final preparation of such agreements.

SECTION 3: All resolutions, or parts thereof, in conflict herewith are hereby repealed.

This resolution having been submitted to a vote, the vote on behalf of the Lafayette Parish Council thereon was as follows:

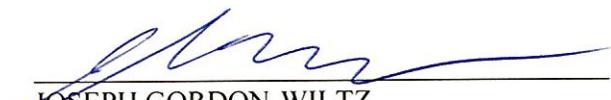
YEAS: Tabor, Richard, Stansbury, Guilbeau, Rubin

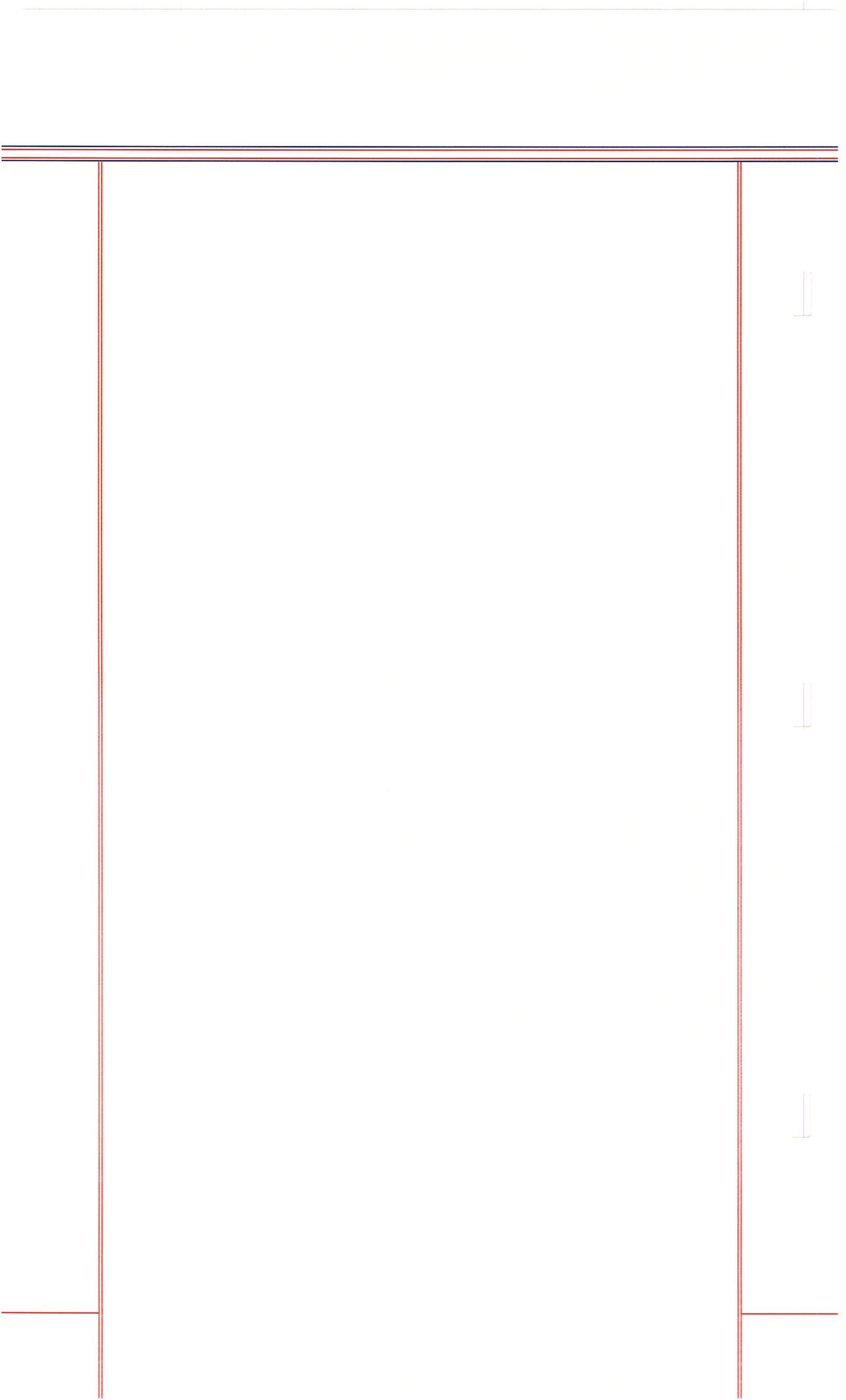
NAYS: None

ABSENT: None

ABSTAIN: None

AND the resolution was declared adopted on this, the 2nd day of December, 2025.


JOSEPH GORDON-WILTZ
LAFAYETTE CLERK OF THE COUNCIL



STATE OF LOUISIANA

PARISH OF LAFAYETTE

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
HOLY ROSARY LAND HOLDINGS, INC.
AND THE PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public in and for the below stated jurisdictions, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared.

HOLY ROSARY LAND HOLDINGS, INC., a Louisiana non-profit corporation, represented herein by Sister Alicia Costa, SSF (“**Holy Rosary**”), and

PARISH OF LAFAYETTE, a political subdivision of the State of Louisiana represented herein by Monique B. Boulet, its Mayor-President, duly authorized by Ordinance No. PO-040-2025 adopted by the Lafayette Parish Council on August 19, 2025, and by Resolution No. PR-____-2025 adopted by the Lafayette Parish Council on December 2, 2025 (“**Parish**”),

(individually “**Party**” and collectively “**Parties**”), who, having been duly sworn, enter into this Cooperative Endeavor Agreement (“**Agreement**”) subject to the following terms and conditions and effective _____, 2025 (“**CEA Effective Date**”):

WITNESSETH:

WHEREAS, Holy Rosary is the owner of certain property (“**Property**”), which is more particularly described on **Exhibit “A,”** which is attached hereto and made a part hereof.

WHEREAS, for the public health, safety and welfare of the Parish of Lafayette, and the education and enlightenment of the citizens of the Parish of Lafayette, the Parish desires that the Property be programmed, planned, designed, constructed, developed, promoted, administered and maintained (individually or collectively “**Development**” as the subject or “**Develop**” as a verb) as a library for use by the public (“**Library**”), pursuant to the lease of the Property from Holy Rosary to the Parish for the Library (“**Lease**”), a copy of which Ground Lease Agreement is attached hereto and made a part of this Agreement as **Exhibit “B.”**

WHEREAS, La. R.S. 25:211 provides that “governing authority of any parish . . . may of its own initiative create, establish, equip, maintain, operate and support a public library in such parish.”

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, “[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual.”

WHEREAS, the Parish has the ability to appropriate funds and provide resources to provide the Parish of Lafayette with the Development of a Library on the Property (“**Project**”).

WHEREAS, accordingly, the Parties desire to enter into certain agreements setting forth certain terms and conditions related to the Project, namely: (a) this Agreement; (b) the Lease; (c) a Memorandum of Lease Agreement, and (d) any other associated documents executed by the Parties in connection with the Project (individually and collectively “**Definitive Documents**”).

WHEREAS, the execution of the Definitive Documents and the following proposed benefits to be received by the Parish of Lafayette resulting from the Project (“**Proposed Community Benefits**”) are projected to exceed the value of the obligations undertaken by the Parish in the Definitive Documents; such benefits include, but are not limited to:

- a. The construction of improvements on the Property of not less than ___ Million ___ Hundred Thousand and No/100 (\$_,_00,000.00) Dollars, which exceeds the value of the Property;
- b. The maintenance of the Property and insurance associated therewith;
- c. A rich and dynamic visual, natural, cultural and artistic experience for the purpose of education, enjoyment or assembly for the citizens of Lafayette;
- d. A well-designed, safe environment for relaxation, interaction, socialization and recreation;
- e. A successful model as a well-conceived, fully designed Library;
- f. The fulfillment of the desire of the community to have the Property utilized as a Library in an underserved area of the City of Lafayette and of the Parish of Lafayette as opposed to another intensive use;
- g. The creation of public spaces for use by the community under rules established by the Library Board of Control of Lafayette Parish, Louisiana;
- h. The creation of new jobs (construction and permanent) for the citizens of Lafayette;
- i. The facilitation of the economic development in the region;
- j. The origination and presentation of programs of interest to the community; and

k. The increase in taxes associated with the construction and development of a Library.

WHEREAS, the obligations undertaken by the Parish in this Agreement are not gratuitous donations.

WHEREAS, the Parish is authorized and empowered to enter into this Agreement under the provisions of law noted herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, the Parish and Holy Rosary do hereby agree and contract, as follows.

2. **Community Library.**

a. Subject to all applicable law, the Parties have entered into the Definitive Documents for the Project.

b. The Parties agree and obligate themselves to act under the terms and conditions contained herein for the public purposes set forth herein and in accordance with Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and the Parties agree that, notwithstanding any other provision to the contrary, this Agreement shall be terminated immediately if it is determined that any of the activities undertaken herein are being used for any purpose other than those specifically set forth herein.

c. Subject to the provisions of Subparagraph b. above, Holy Rosary represents to the Parish that the Property shall be used by the Parish subject to the Lease.

3. **Community Benefit.** It is contemplated that the Parish and its citizens will receive the Proposed Community Benefits subject to available funding and Force Majeure.

4. **Obligations of the Parish.** To encourage Holy Rosary to proceed with the Development of the Library, the Parish agrees, to the extent permitted by law, to use its best efforts to provide the following the Parish undertakings:

- a. Execute the Definitive Documents;
- b. Facilitate the Rezoning of the Property;
- c. Facilitate the issuance of a Building Permit;
- d. Coordinate and assist with the application and solicitation of any and all permits from other governmental authorities, including, without limitation the Louisiana Department of Transportation and Library; and
- e. Maintain the Property, such as grass cutting, during the Pre-Lease Period.

5. **Representations by Holy Rosary.** Holy Rosary hereby represents as follows:

a. Holy Rosary is a Louisiana non-profit corporation, duly organized and existing and qualified to do business in and is in good standing under the laws of the State, has full power and authority to enter into the Definitive Documents including, but not limited to, this Agreement, the Lease and any other document to which it is a party and to carry out its obligations hereunder and there under and has duly authorized its execution and delivery of the Definitive Documents to which it is a party.

b. The execution and delivery of the Definitive Documents to which it is a party, and the performance by Holy Rosary of its obligations hereunder and there under will not conflict with or constitute a breach of or default under any contract and/or document to which it is a party.

c. Holy Rosary has authorized the execution, delivery and due performance of the Definitive Documents to which it is a party and the taking of any and all action required of Holy Rosary to carry out, give effect to and consummate the transactions contemplated hereby, have been taken, granted or received. This Agreement constitutes a valid and legally binding obligation of Holy Rosary subject to the terms and conditions contained herein.

d. There is no action, suit, investigation or proceeding pending of which the Holy Rosary has been served notice, or to its best knowledge, threatened, against the Holy Rosary, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency which could reasonably be expected to materially adversely affect the ability of the Holy Rosary to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

e. In pursuit of the Development of the Library and in consideration of the obligations of the Parish as stated herein, Holy Rosary will comply with all applicable laws and will use all reasonable commercial efforts to meet its obligations hereunder, subject to the Parish's performance of its respective obligations hereunder.

f. The primary objective of this Agreement (and of the Definitive Documents) is the Development of the Library for the benefit of the citizens of the Parish of Lafayette to achieve one or more of the Proposed Community Benefits.

g. Holy Rosary intends that the economic development benefits to the Parish of Lafayette will result due to its investment in the Library of the Property, its development and operation thereof, and the retention and maintenance of jobs for the benefit of citizens of the Parish of Lafayette.

6. **Representations by the Parish.** The Parish makes the following representations:

a. The Parish is a political subdivision of the State. The Parish may fully comply with all of the terms and conditions of this Agreement and the Parish is not aware of any circumstance which has occurred and is continuing, and no event, act or omission which has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute a default hereunder.

b. The Parish will take or cause to be taken all necessary and proper action to authorize the execution, issuance and delivery of, and the performance of its obligations under the Definitive Documents to which it is a party.

c. The execution and delivery of the Definitive Documents to which it is a party and the performance by the Parish of its obligations hereunder and thereunder will not conflict with or constitute a breach of or default under any contract and/or document.

d. The Parish has authorized the execution, delivery and due performance of the Definitive Documents including, but not limited to, this Agreement and the Lease and the taking of any and all action required of the Parish to carry out, give effect to and consummate the transactions contemplated hereby, have been taken, granted or received. This Agreement constitutes a valid and legally binding obligation of the Parish.

e. There is no action, suit, investigation or proceeding pending of which the Parish has been served notice, or to its best knowledge, threatened, against the Parish, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency which could reasonably be expected to materially adversely affect the ability of the Parish to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

7. **Default.**

a. If any Party to this Agreement has made a material misrepresentation and such misrepresentation is not cured within thirty (30) days after written notice thereof from the other party, or otherwise defaults hereunder and such default is not cured within ninety (90) days after written notice thereof from the other party, then the non-defaulting party may thereupon terminate this Agreement by written notice to the defaulting party or may seek such other rights and remedies as may be available to it at law or in equity, including, without limitation, specific performance and seek reasonable damages. If any such default cannot with due diligence be cured within the applicable cure period, and such defaulting party, prior to the expiration of the applicable cure period, commences to eliminate the cause of such default, and diligently pursues same to its reasonable completion, then such action shall constitute a cure of such default.

b. Nothing in this Agreement shall prohibit, restrict and/or limit any and all of the enforcement rights of either Party pursuant to the Lease. The enforcement rights of this Agreement and the Lease are cumulative.

8. **Non-appropriation of Funds.** The continuation of this Agreement into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the Lafayette City-Parish Consolidated Government, or any successor governmental entity ("LCG"), after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. The continuation of this Lease into a new fiscal year (i.e., 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation

to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

9. Budgeted Funds. Notwithstanding anything to the contrary in this Lease, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the LCG for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for the LCG Home Rule Charter to allow for such an increased amount.

10. Force Majeure.

a. Even if not expressly set forth herein, either Party will be excused from performing its obligations under this Agreement, to the extent that its performance is actually delayed or prevented by a force majeure event (“**Force Majeure**”), subject to the following rules.

b. In the event of the occurrence of a Force Majeure event, all dates and deadlines under this Agreement that have not already accrued shall be extended by the number of days that the Force Majeure event existed.

c. A Force Majeure event shall not excuse a Party from timely performance of any obligation to pay money owed that is an accrued penalty for delay in performance or stipulated damages imposed as a result of default.

d. The following is a non-exclusive list of examples that may qualify as a Force Majeure event: fire, explosion, power failure, lock out, labor strikes (whether or not the demands of the employees involved are reasonable and within such Party’s power to concede), acts of God, natural disasters, war, insurrection, civil strife, government acts and acts of terrorism, provided that the Force Majeure event shall not be considered to have terminated as of the conclusion of the foregoing or other enumerated occurrence but for so long thereafter as circumstances created by, and continuing to exist in the aftermath of, the particular occurrence make performance hereunder impossible or highly impractical.

e. To be excused, the Party claiming to be excused from timely performance by a Force Majeure event must promptly provide Notice to the other Party and as soon as practicable exercise due diligence to avoid, remove or overcome the Force Majeure.

11. Term.

a. This Agreement has a term, which shall begin on the CEA Effective Date and continue until the termination of the Lease.

b. Notwithstanding the foregoing, this Agreement may be terminated by the Party not asserting Force Majeure if a Force Majeure event with respect to the asserting Party shall have continued, or is reasonably expected to continue, for more than one (1) year.

12. **Non-Assignability.** This Agreement is strictly between the Parish and Holy Rosary and no party hereto has the right to assign this Agreement or any part hereof to any other party.

13. **Time of the Essence.** Time is of the essence in the performance of all covenants and conditions of the Definitive Documents.

14. **Entire Agreement.** The Definitive Documents shall constitute the entire agreements between the Parties and shall be effective as of the date that the Definitive Documents are executed or as otherwise provided in each respective agreement; all prior agreements or understandings between the Parties, whether written or oral, are merged into the Definitive Documents and shall have no force and effect. The Parties acknowledge that the Recitals are an integral part of this Agreement and are explicitly made part of this Agreement and are fully incorporated herein.

15. **Notices.** All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

Parish of Lafayette
Attention: Lafayette Mayor-President
P. O. Box 4017-C
Lafayette, Louisiana 70502

or

Holy Rosary Land Holdings, Inc.
6901 Chef Menteur Highway
New Orleans, Louisiana 70126-5215

16. **Venue.** Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the District Court of Lafayette Parish.

17. **Severance.** To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or a portion of any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. **No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of the Parties in their individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

19. **Counterparts.** This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

20. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana without regard for conflict of laws principles.

21. **Attorney's Fees.** In any dispute, except as otherwise provided in this Agreement, in addition to any other relief granted in favor of a Party, the prevailing Party shall, to the extent allowed by Applicable Laws, be entitled to an award of its legal expenses, which means and includes, among other things, the reasonable fees and charges of attorneys as well as legal assistants, paralegals, law clerks and others used by attorneys and under attorney supervision and all costs incurred or advanced by any of them irrespective of whether incurred in or advanced prior to the initiation of any legal, equitable, arbitration, administrative, bankruptcy, trial or similar proceedings and any appeal, as well as the costs of expert expenses; and all court costs and expenses.

22. **Third Party Reliance.** This Agreement shall be executed and delivered for the benefit of the Parties hereto for the public purposes set forth herein, and shall not be construed as creating any third party beneficiary rights in favor of the Parties or any of their principals, Affiliates, subsidiaries, or related parties.

23. **Amendments, Supplements and Modifications.** This Agreement may not be amended, supplemented or modified, except in writing and with the unanimous consent of all Parties affected by such amendment, supplement or modification.

24. **Further Assurances.** From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

25. **No Authorship Presumption.** Each of the Parties has had an opportunity to obtain legal advice and negotiate the language of this Agreement. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision.

26. **Integration and Modification; Exhibits.**

a. The Definitive Documents constitute a complete integration of the intended agreement of the Parties. All prior oral and/or written representations, promises, warranties and conditions relating to the subject matter hereof (including the response to any request for proposal, if any) will be merged into the Definitive Documents, and any representations, promises, warranties or conditions not incorporated herein shall not be binding upon any Party.

b. No agent of any Party had or has authority to the date of the execution of this Agreement to make representations or agreements, verbal or written, which differ from the representations and agreements contained in this Agreement, and no other representations, covenants, promises or agreements exist which have induced any of the Parties to enter into this Agreement.

c. Specific provisions in this Agreement govern over any conflicting provision, which is general or summary in nature.

d. This Agreement shall control in the event of a conflict between this Agreement and the Lease.

27. **Amendment or Modification.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the Parties stating that its purpose is to so amend, supplement, or modify this Agreement.

28. **Ancillary Documents.** Each Party agrees to, upon the written request of the other Party, sign and deliver any ancillary document which may be reasonably required to effectuate all of the intents and purposes of this Agreement.

29. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. Unless otherwise expressly provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., Central Standard Time.

30. **Time of the Essence.** Time is of the essence of this Agreement.

31. **Rules of Interpretation.** Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of the Agreement:

a. Words, including defined terms, importing the singular number shall include the plural number and *vice versa*. Both gender specific and gender neutral terms include the masculine, feminine, and neutral genders as the case may be.

b. References herein to particular articles, sections, paragraphs, and exhibits are references to articles, sections, or paragraphs of, or exhibits to, this Agreement (except in the case of references to statutory sections).

c. The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.

d. The words "hereby," "hereof," "hereto," "herein," "hereunder" or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article, section, or paragraph of this Agreement in which they may appear.

e. The word "hereafter" and other references to future and/or possible events each means after the CEA Effective Date, and the word "heretofore" and other references in the past tense each means before the CEA Effective Date.

f. The word "include" and derivations thereof shall be deemed to be followed by words "without limitation."

g. References to agreements and other contractual instruments, including this Agreement, include all subsequent amendments and other modifications to such instruments and/or to any Exhibits, Schedules, or attachments thereto.

h. References to statutes include all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes.

i. References to the Parties include their respective contractual and legal successors and assigns.

j. Any and all references to the Mayor-President shall include any future Chief Executive Officer of the Parish, as the Parish may be constituted in the future.

k. Any and all references to the Lafayette Parish Council shall include any future successor governing authority of the Parish, as the Parish may be constituted in the future.

32. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

33. Survival. All representations, warranties and indemnifications contained herein shall survive the term or expiration of this Agreement and the execution of the Definitive Documents.

[Signatures and notarization on next page]

THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2025, in New Orleans, Louisiana, by Holy Rosary Land Holdings, Inc., in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with Holy Rosary Land Holdings, Inc., and me, Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

**HOLY ROSARY LAND HOLDINGS,
INC.**

By: _____
Sister Alicia Costa, SSF
Chair

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(Notary Identification No.)

THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2025, in Lafayette, Louisiana, by Parish of Lafayette, in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with Parish of Lafayette and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

PARISH OF LAFAYETTE

Debbie Sonnier

By: _____
Monique B. Boulet
Mayor-President

Ellen Butler

NOTARY PUBLIC
Patrick S. Ottinger
Bar Roll Number: 08727

EXHIBIT "A"

LEGAL DESCRIPTION

North by lands of the Holy Family Apartments (1512 Louisiana Avenue), East by other lands of the Sisters of the Holy Family, South by the rear of the existing shopping center at the corner of Louisiana Avenue and Carmel Drive, and West by Louisiana Avenue.¹

¹ Lessee will cause to be prepared a survey plat and legal description of the Land, which legal description will be substituted for the above.

EXHIBIT "B"

LEASE AGREEMENT

[See attached]

STATE OF LOUISIANA

PARISH OF LAFAYETTE

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “Lease”) effective _____, 2025 (the “Effective Date”), is entered into by and between the **HOLY ROSARY LAND HOLDINGS, INC.**, a Louisiana non-profit corporation, represented herein by Sister Alicia Costa, SSF, whose mailing address is 6901 Chef Menteur Highway, New Orleans, Louisiana 70126-5215 (the “Lessor”), and **PARISH OF LAFAYETTE**, a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 4017-C, Lafayette, Louisiana 70502-4017, represented herein by Monique B. Boulet, its Mayor-President, duly authorized by Ordinance No. PO-040-2025 adopted by the Lafayette Parish Council on August 19, 2025, and by Resolution No. PR-____-2025 adopted by the Lafayette Parish Council on December 2, 2025 (the “Lessee”).

PRELIMINARY RECITALS:

WHEREAS, Lessor is owner of the following described property situated in the Parish of Lafayette, Louisiana (the “Land”), to-wit:

North by lands of the Holy Family Apartments (1512 Louisiana Avenue), East by other lands of the Sisters of the Holy Rosary Land Holdings, Inc., South by the rear of the existing shopping center at the corner of Louisiana Avenue and Carmel Drive, and West by Louisiana Avenue.

Being the Land or property more fully described and identified on the Plat of Survey prepared by R. J. Fuselier & Associates, LLC, which is attached hereto and made a part hereof as Exhibit “A.”

WHEREAS, Lessor and the Lessee have agreed to enter into this Lease whereby Lessor will lease to the Lessee the Land for the purposes and under the conditions set forth herein; and

WHEREAS, Lessor and the Lessee have agreed that the Lessee shall construct and equip a library for the use and enjoyment of the general public.

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

ARTICLE 1
LEASE OF PROPERTY

Section 1.1 Land Leased. Lessor, in consideration of the rents, covenants, agreements, and conditions herein set forth which Lessee hereby agrees shall be paid, kept, and performed, does hereby lease exclusively unto Lessee, and Lessee does hereby rent and lease from Lessor, the aforescribed Land situated in Lafayette Parish, Louisiana.

Section 1.2 Servitudes. Lessee, upon prior written approval by Lessor, may grant to others for the Term of this Lease, servitudes for access, drainage, Utilities (as defined in Section 6.5 hereof) or other public purposes required in connection with the use of the Land.

ARTICLE 2
TERM OF LEASE

Section 2.1 Term. Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term of ninety-nine (99) years (the "**Term**"), commencing (notwithstanding the Effective Date stated above) on the first day of the month after the Building (as hereinafter defined) is fully constructed and a certificate of occupancy ("**C.O.**") is issued to Lessee pursuant to applicable law, rules or regulations, to be manifested by the copy of the C.O. to this Lease which is attached hereto and made a part hereof as Exhibit "B" (the "**Commencement Date**"), and ending on the date which is ninety-nine (99) years after the issuance of such C.O. (the "**Expiration Date**").

ARTICLE 3
DEVELOPMENT OBLIGATIONS

Section 3.1 Lessee's Obligations. The Lessee warrants, represents and commits to Lessor that Lessee shall, at its sole cost and expense, plan, construct and develop a building (the "**Building**") upon the Land including parking facilities, driveways, loading docks, landscaping, complete build-out and all other work required to build, establish and maintain a public library to be known as the Northeast Regional Library (the "**Library**") to be managed and operated by the Lafayette Public Library System (the "**Improvements**") in accordance with plans and specifications (the "**Plans**") to be acquired or generated by Lessee. Lessee reserves the right to change the name of the Library by appropriate action at any time or from time to time, and shall provide notice of any such change to Lessor.

The term "Lessee" shall mean and include the persons or firms selected and approved by the Lessee for design, engineering, and construction in the bid process subject to the requirements of the Notice to Bidders, and subject to terms and conditions of this Lease, Lessee, at its sole cost and expense, shall:

- (a) cause to be demolished and removed all existing structures, if any, including, without limitation, hazardous material, if any, and any existing underground structure which will interfere with proposed new construction;
- (b) cause to be performed all pre-construction engineering and testing of the Land, such as, but not limited to, environmental assessment, soil testing, geotechnical, topographic and boundary surveys;
- (c) cause to be prepared and submitted to Lessor complete set of design development drawings and specifications which conform to the general requirements of Lessee made known in the Notice to Bidders and thereafter;
- (d) cause to be constructed, in a timely manner, by contractor(s) selected and approved by the Lessee in the Bid Process the Building and Improvements in conformity to the plans and specifications;
- (e) obtain all necessary budgetary appropriations of and financing for all design, construction and all other development costs in such amounts and with reasonable certainty that all funds will be available in a timely manner to pay for all costs of development and construction;
- (f) provide complete management, operation, and maintenance of the Land, Building and Improvements;
- (g) pay and perform all other obligations or undertakings made by Lessee in its Response to Notice to Bidders; and
- (h) obtain payment and performance bonds from sureties in an amount equal to the total cost of designing, engineering, and constructing the Building and the Improvements, the obligee of which shall be Lessor.

Section 3.3 Permitting. Lessee, at its own cost and expense, shall procure all necessary permits, licenses and government approvals for the demolition of existing structures upon or in the Land, if any, and for the construction of the Building and Improvements and occupancy by Lessee upon completion of the work. As the owner of the Land on which will be constructed the Building and Improvements, Lessor agrees to cooperate with Lessee in connection with any application for necessary permits, licenses and government approvals.

Section 3.4 Lessor Inspections and Testing. Lessor may, at its option, engage an architect, engineer, or other design/construction professional to make inspections or observations of the progress of the work, the quality of construction, materials, and all other matters to assure compliance with the Plans and applicable codes and law.

Section 3.5 Substantial Completion. Upon substantial completion of the Building and Improvements, Lessee shall furnish Lessor with (a) a certificate of substantial completion from Lessee's architect certifying that the Improvements have been substantially completed in accordance with the Plans; (b) a complete set of "as built" drawings of the Building and the Improvements and an "as-built" survey of the Land showing the Building, the Improvements, and all servitudes then affecting the Land; and (c) a punch list of work to be completed, corrected, replaced, or repaired, including but not limited to any remaining requirements of the State Fire Marshal. Upon final completion of the Building and Improvements, Lessee shall furnish Lessor with a certificate of final completion issued by Lessee's architect together with a complete copy of all C.O.s and State Fire Marshal approvals for the entire Building and Improvements.

Section 3.6 Lien-Free. The Lessee warrants that the Land shall be kept free and clear of all privileges, liens or other claims arising out of or in connection with the construction of the Building and the Improvements. Lessee further agrees to indemnify and defend Lessor from any and all claims which may be asserted against Lessor or others for whom Lessor is responsible, such indemnity extending to attorney fees, investigation cost, and court cost and as provided in Section 8.5 of this Lease entitled "Indemnification of Lessor."

Section 3.7 Drop-Dead Deadlines. Force Majeure notwithstanding, in the event Lessee has not commenced construction of the Building and Improvements within one hundred eighty (180) days after receiving a Notice to Proceed—Construction issued by Lessee in its sole discretion and judgment, Lessor may terminate this Lease upon written notice to Lessee, and all rights and obligations of the parties hereto shall cease, *provided, however,* Lessor shall retain a right of action against Lessee for damages caused by Lessee's failure to timely proceed. Force Majeure notwithstanding, in the event Lessee has not completed the Building and Improvements so that an unqualified C.O. and unqualified approval of occupancy by the State Fire Marshal could be obtained within thirty-six (36) months from the Effective Date of this Lease, Lessee shall pay as liquidated damages, and not as a penalty, a sum of \$100.00 for each day thereafter that the Building and Improvements are not completed.

Section 3.8 Special Consideration to Lessor. Subject expressly to the provisions of the last grammatical paragraph of this Section 3.8, all Improvements constructed or installed by or on behalf of Lessee in or about the Land, whether or not approved by Lessor and regardless of who paid for such Improvements, shall, at the option of Lessor, become the sole and absolute property of Lessor upon the expiration or earlier termination of this Lease, without compensation or credit to Lessee. Notwithstanding the foregoing, Lessee shall be entitled to compensation for the Improvements determined or calculated on an amortized, depreciated basis in relation to the Term of the Lease (as same might have been extended), which compensation shall be effectuated and

delivered to Lessee solely and exclusively by an extension of this Lease for an additional term of ninety-nine (99) years from the Expiration Date of this Lease.

Notwithstanding the foregoing, but in furtherance thereof, the Parties take express cognizance of a real burden, covenant or restriction (the “**Covenant**”) imposed on the Land by Deed dated September 24, 1930, recorded June 9, 1939, in Donation Book No. 5, Page 333, of the public records of Lafayette Parish, Louisiana, which reads, as follows:

It is hereby expressly stipulated that said property shall be used for the purpose of conducting a school for the education in religious and secular knowledge for colored people, or, if for any reason whatsoever it should be found necessary to dispose of the above described property, the proceeds derived from said sale shall be used for the purchase of another site and the construction and maintenance of a similar institution, or, if it be found impossible to further continue this school work, then and in that event the proceeds derived from the sale of said property shall be used to carry on such other work for the colored people in the Diocese of Lafayette as may be determined by its Bishop.

Lessor further notes that, although there might be questions about the validity or enforceability of this Covenant under applicable law (including particularly [a] decisions of the United States Supreme Court, including by way of illustration only, *Shelley v. Kraemer*, 334 U.S. 1, 68 S. Ct. 836, 92 L. Ed. 1161 (1948), and [b] La. R.S. 9:2730)), Lessor asserts and affirms that the use to which the Property will be put by Lessee pursuant to this Lease fully aligns and is consistent with, and is a reasonable and appropriate means to effectuate and accomplish, the spirit, tenor and import of such Covenant, and fully comports therewith in contemporary terms or analysis. To that end, and as a means of satisfying the obligation noted in the first grammatical paragraph of this Section 3.8, Lessor recognizes as a special consideration to Lessor that the Land will be used by Lessee for educational, social and cultural advancement of the citizens of Lafayette Parish and other geographical areas, including particularly the persons (including children and others) contemplated by such Covenant, which consideration is important, material, integral and serious to Lessor. Thus, to this end, Lessor agrees that the existence and operation of the Library on the Land as envisioned hereby is a real consideration for the continuation of this Lease according to the terms hereof, without which Lessor would not have granted this Lease, which special consideration shall be in full discharge and payment of the obligation noted in the first grammatical paragraph of this Section 3.8.

ARTICLE 4
RENT

Section 4.1 Rent. As consideration for this Lease, Lessee shall timely fulfill all of the Lessee's Obligations under Article 3 above, and thereafter timely and faithfully perform all of the obligations of Lessee under this Lease. Lessee shall pay to Lessor, as herein provided, rent in the amount of One Dollar (\$1.00) per year during the Term of this Lease. At the option of Lessee, all Rent due or payable under this Lease may be paid in full in advance, and constitute full payment of Rent for the period of time applicable to the advance payment of Rent, and a receipt therefor shall be executed by Lessor and attached to or contained within the notice of Lease envisioned by Section 17.28 hereof.

Whenever the term "Rent," "Rental," "rent" or "rental" is used in this Lease, it shall refer to the consideration for this Lease described in this Article 4, and, where applicable, to any and all other consideration to be paid or performances to be rendered by Lessee to Lessor hereunder.

Section 4.2 Further Consideration. In addition to the obligation to pay Rent as specified herein, the obligations assumed by Lessee under that certain Cooperative Endeavor Agreement dated of even date herewith between Lessor and Lessee are recognized to constitute a good and valid consideration for the granting of this Lease.

Section 4.3 Payment of Monies. All sums due and payable to Lessor by Lessee hereunder shall be payable to Lessor at the original or changed address of Lessor as set forth in Section 17.2 or to such other persons or at such other addresses as Lessor may designate from time to time in writing to Lessee. Such sums shall be paid to Lessor by Lessee in lawful money of the United States of America without notice or demand.

Section 4.4 Net Lease. This Lease is a net lease, and shall be absolutely net to Lessor, free of any and all charges, assessments, impositions or deductions of any kind and without abatement, deduction, reduction, diminution or set off. Lessee shall be responsible for all costs and expenses of any and every character, nature or kind whatsoever, incurred in connection with the full and complete performance and satisfaction of all of Lessee's obligations to Lessor under this Lease, including all costs related to the ownership of the Land, the Building and Improvements. Accordingly, all costs, expenses, and obligations of every kind or nature whatsoever, relating to the Land, or any improvements thereon, including without limitation the Improvements, which may arise or become due during the Term shall be paid by Lessee, and Lessor shall be indemnified and held harmless by Lessee from and against payment of or obligation for the same.

ARTICLE 5
ALTERATIONS

Section 5.1 No Liens. Nothing herein contained shall be deemed to grant Lessee any right, power or authority to perform any act or make any agreement which may create or give rise to any privilege, lien, charge or encumbrance for labor, materials, supplies, services, equipment rent or Utilities (as defined in Section 6.5 hereof) against the Land (an “**Encumbrance**”). Lessee shall not do or suffer anything to be done whereby Lessor’s interest in the Land shall be subjected to any Encumbrance arising out of or in any manner connected with any construction activity conducted on the Land. If, at any time during the Term, any Encumbrance for labor, materials, supplies, services, equipment rent or Utilities (as defined in Section 6.5 hereof) shall be filed against the Land, Lessee shall within fifteen (15) days of the receipt by Lessee of Lessor’s written notice of the filing of any such Encumbrance together with a true and correct copy thereof, cause the Encumbrance to be discharged and canceled by payment, bond or other lawful means in default whereof, Lessor shall have the right, but not the obligation, to pay or otherwise discharge, stay or prevent the execution of any such Encumbrance. Nothing contained herein shall prevent Lessee from mortgaging its leasehold interest to obtain financing for the construction of Improvements, or otherwise.

ARTICLE 6
IMPOSITIONS AND UTILITIES

Section 6.1 Impositions Defined. The term “**Impositions**” shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public Utilities (as defined in Section 6.5 hereof), excises, levies, license and permit fees, and all other charges by any public authority of any kind and nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed by any Governmental Authorities upon or accrued or which may become a privilege or lien on (i) the Land; (ii) the appurtenances thereto or the sidewalks or streets adjacent thereto; (iii) such franchises, licenses, and permits as may be pertinent to the use of the Land; or (iv) any documents to which the Lessee is a party creating or transferring an interest or estate in the Land. Impositions shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes, or similar tax of Lessor; or any income, profits, or revenue tax, assessment, or charge imposed upon any benefit received by Lessor under this Lease by any municipality, parish, state, the United States of America, or any other governmental or public body, subdivision, agency, or authority (herein all of the foregoing governmental bodies are collectively referred to as “**Governmental Authorities**”). If at any time during the Term, the present method of taxation shall be so changed that the whole or any part of the Impositions now levied, assessed or imposed on the Land shall be discontinued and in whole or partial substitution therefor, taxes, assessments, levies, impositions, or charges shall be levied, assessed; and/or imposed wholly or partially as a capital levy or otherwise on the rents received from the Land or the rents reserved herein or any part thereof, then such substitute taxes,

assessments, levies, impositions, or charges, to the extent so levied, assessed, or imposed, shall be deemed to be included within the term “**Impositions.**”

Section 6.2 Lessee’s Obligation. During the Term, Lessee will pay all Impositions as and when the same shall become due.

Section 6.3 Tax Contest. Lessee may, in good faith and at its sole cost and expense, contest the validity or amount of any Imposition, in which event the payment thereof may be deferred during the pendency of such contest, if diligently prosecuted, and if such contest does not place the Land in imminent danger of being lost or forfeited.

Section 6.4 Right to Perform Lessee’s Obligation as to Impositions. If Lessee shall fail to timely pay any Imposition for which it is responsible hereunder, or fails to timely notify Lessor of its intention to contest the same, or fails to pay contested Impositions following a final determination of such contest, Lessor may, at its election (but without obligation), pay such Imposition with any interest and penalties due thereon, and the amount so paid shall be repayable by Lessee, on demand, together with interest thereon at the prime rate of interest described as the base rate on corporate loans at large U.S. money center commercial banks as published by the Wall Street Journal, not to exceed the maximum contract rate of interest permitted by applicable law (the “**Prime Rate**”) from the date of such expenditure until repaid.

Section 6.5 Utilities. Lessee shall pay and be solely responsible for all charges for gas, electricity, energy, light, heat, air conditioning, power, fiber optics, telephone and other communication services, garbage or other trash removal and disposal, sewerage or effluent removal or disposal, water and all other utilities and similar services (“**Utilities**”) rendered or supplied to, or used or consumed on the Land, Building, and Improvements, and all water rents, sewer service charges, or other similar charges levied or charged against, or in connection with, the Land, the Building, and the Improvements.

Section 6.6 Responsibility for Availability or Quality. Lessor shall have no responsibility to Lessee for the quality or availability of Utilities to the Land, the Building or the Improvements.

Section 6.7 Operating Expenses. Lessee shall pay all expenses, costs, premiums and disbursements of any nature whatsoever accrued or incurred in connection with the ownership, management, operation, maintenance and insurance of the Land, the Building, and the Improvements.

ARTICLE 7
USE, MAINTENANCE, AND REPAIRS

Section 7.1 Use. Subject to the terms and provisions hereof, Lessee shall use the Land solely for the construction, ownership, management and operation of the Building which will house the Library and other space for use by the public at large and ancillary parking facilities to serve the Building and for no other purpose (“Permitted Use”). Lessee’s use, purpose, business or occupancy shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government and all their administrative agencies, bureaus, departments and commissions, now or hereafter in effect. Lessee reserves the right to contest any such rule or regulation applicable to the Land which it reasonably believes to be contrary to law. Lessee may, in good faith, and at its sole cost and expense, contest such rule or regulation, and the failure to strictly abide by such rule or regulation during the pendency of such contest, if diligently prosecuted, shall not constitute a default hereunder; *provided, however*, that such contest does not place the Land in imminent danger of being lost or forfeited, or create an unreasonable risk of loss to Lessor.

Section 7.2. Compliance with Insurance Underwriters. Lessee shall not use or occupy, nor permit the Land, the Building, or the Improvements to be used or occupied, nor do or permit anything to be done therein or upon in a manner which would in any way (a) make void or voidable any insurance then in force with respect thereto; (b) make it impossible to obtain the insurance required to be furnished by Lessee hereunder; (c) cause or be apt to cause structural injury to the Land or any part thereof; (d) constitute a public or private nuisance, or (d) violate any restrictive covenants applicable to the Land, laws, orders, acts, rules, regulations, ordinances, or requirements of the United States, the City of Lafayette, the Parish of Lafayette, and any agency, department, board or other instrumentality thereof that exercises jurisdiction over the Land (a “Governmental Authority”) and of the National Board of Fire Underwriters or other body exercising similar functions, and Lessee shall indemnify and hold harmless Lessor from and against all fines, penalties, claim or claims for damages of every kind and nature arising out of any failure to comply with any such restrictive covenants, laws, orders, acts, rules, regulations, ordinances, or requirements.

Section 7.3 Maintenance and Repairs By Lessee. Lessee shall, at its sole cost and expense, maintain the Land, the Building and the Improvements in good condition, and make all necessary repairs, restorations, and replacements to the Land, the Buildings, and the Improvements, including without limitation heating, ventilating, air conditioning, mechanical, electrical, elevator and plumbing systems, structural, roof, walls and foundation, drainage, drives, parking facilities, lighting, and the fixtures and appurtenances to the Land, the Building and the Improvements, as and when needed to preserve them in good repair, working order and condition, regardless of whether such repairs, replacements, restorations or maintenance is ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault of any other person or entity. All such repairs, restorations or replacements shall be equal to or better than the quality and class of the initial design and construction, and at the sole cost and expense of Lessee. If

Lessee fails to make such repairs, replacements, or restorations, Lessor may make them at Lessee's expense, and the amounts so paid shall be repayable by Lessee, on demand, together with the Prime Rate interest from the date of such payment until repaid.

Section 7.4 Maintenance and Repairs by Lessor. Lessor shall have no obligation to maintain, repair, restore, or replace all or any part of the Land, the Building or the Improvements.

Section 7.5 Waiver and Disclaimer of Warranties. Lessee accepts the Land in its "where is, as is" and existing condition, at Lessee's sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of repair of the Land or the fitness of same for Lessee's purposes or for any other purpose whatsoever. All such warranties are expressly disclaimed by Lessor and waived and renounced by Lessee.

ARTICLE 8 **INSURANCE AND INDEMNITY**

Section 8.1 Obligation of the Lessee. It is acknowledged by the parties hereto that the comprehensive general liability and property damage insurance with respect to the Land and the Improvements will be provided by the Lessee. Lessee shall obtain and maintain, at its own expense, comprehensive commercial general liability insurance (including coverage for bodily injury, personal injury, property damage, contractual liability, and products/completed operations) with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, or such higher limits as Lessor may reasonably require from time to time, covering the Land and Improvements and all of Lessee's activities thereon and occupancy thereof. Such insurance shall name Lessor and Society of the Holy Family, as additional insureds.

Section 8.2 Casualty Insurance. Lessee shall also procure and maintain and pay for fire, windstorm, vandalism, malicious mischief, explosion, and extended coverage insurance, with respect to any Improvements upon the Land in an amount not less than the full replacement value of the Improvements. The phrase "extended coverage" as used herein, shall also mean such casualties as are commonly included under the term "extended coverage" for risks associated with the use and occupancy of commercial structures. Lessee shall also be required to keep in force such other insurance in such amounts as may from time to time be reasonably required by Lessor to insure against such other insurable hazards as at the time are commonly insured against in the case of prudent owners of like buildings and improvements.

Section 8.3 Builder's All-Risk Insurance. In addition to the insurance required to be maintained by Lessee under the provisions of Sections 8.1 and 8.2 above, prior to the commencement of the construction of the Improvements, Lessee shall provide, or cause to be provided, and thereafter shall keep in full force and effect until substantial completion of the Improvements, builder's all-risk insurance with limits of at least the value of the contract,

including all risk type language and coverage against perils normally covered by a special extended coverage endorsement, collapse, cost of demolition, increased cost of construction and the value of the undamaged portion of the Improvements, and in no event less than such amounts as to afford 100% coverage against loss.

Section 8.4 Policy Form and Insurer. All insurance policies required by this Lease shall be carried only through responsible insurance companies licensed to do business in the State of Louisiana. All insurance policies shall be nonassessable and shall contain language to the effect that: (a) the insurer waives the right of subrogation against Lessor; (b) the policies are primary and non-contributing with any insurance that may be carried by Lessor; (c) the policies do not contain a deductible greater than Ten Thousand and No/100 (\$10,000.00) Dollars; (d) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to Lessor; and (e) the policies name Lessor, and, if requested, any person to whom Lessor grants a mortgage, assignment, pledge, lien, encumbrance or other security interest in Lessor's interest in the Land as additional insured but only as their respective interests may appear. Lessee may provide required insurance coverage under floater or blanket insurance policies covering both the Land and any Improvements thereon and any other location or locations; *provided, however*, that any such policy conforms to the requirements of this Lease for individual and separate policies insuring only the Land and the Improvements thereon. Lessee shall within ten (10) days of written request, deliver to Lessor, a certificate or certificates showing that all insurance required by this Lease to be then in full force and effect with all applicable premiums having been paid. The first policies shall be issued prior to the Commencement Date and thereafter during the Term at least ten (10) days prior to the expiration of the then existing policies. If Lessee fails or refuses to procure or maintain insurance as required by this Lease or fails or refuses to furnish Lessor with the required proof that the insurance has been procured and is in full force and effect, Lessor shall have the option, but not the obligation, to procure and maintain such insurance at the cost and expense of Lessee, and any amounts expended by Lessor shall be repaid by Lessee, on demand, together with interest at Prime Rate, from the date of expenditure until repaid.

Section 8.5 Indemnification of Lessor. Lessor is not responsible for damages caused by any vices or defects in the Land and Improvements, latent or otherwise, or the consequences thereof. Lessor shall not be liable for any damage to person or property sustained by Lessee or its officers, members, directors, employees, representatives, tenants, guests, agents, invitees, or servants, and any such liability is assumed by Lessee. The foregoing assumption of responsibility and liability by Lessee shall be fully co-extensive with the legal responsibilities of Lessor as to all persons and property.

Lessee agrees to defend, indemnify, and hold harmless Lessor and its members, directors, officers, employees, agents, successors, assigns, and its related entities from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury,

sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional acts, fault or willful misconduct of Lessee, its employees, agents, invitees, visitors, or contracting parties, premises liability and/or defects in the Land and Improvements, and/or Lessee's performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys' fees related thereto.

This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by a lessee under Louisiana Civil Code art. 2699 and La. R.S. 9:3221.

Acknowledged by Lessee: _____

Section 8.6 Subrogation. Lessee hereby waives, and shall cause its insurers to waive, any and all rights of recovery, claims, actions, or causes of action, against Lessor, Lessor's agents, employees, partners, members, managers, officers, directors, contractors, and affiliated entities (collectively, "**Lessor Parties**"), for any loss or damage to Lessee's property, including leasehold improvements, or any injury to Lessee's employees, invitees, or contractors, arising out of any cause whatsoever that is or should be covered by any insurance maintained, or required to be maintained, by Lessee under this Lease.

Lessee shall cause each of its insurance policies required under this Lease to include a waiver of subrogation endorsement in favor of the Lessor Parties. If Lessee fails to obtain such waiver endorsements, Lessee shall be deemed to have self-insured to the full extent of any loss, and shall indemnify and hold harmless the Lessor Parties from any claims made by Lessee's insurers in contravention of this Section.

This waiver shall apply regardless of the cause of the loss or damage, including the negligence (but not the gross negligence or willful misconduct) of any of the Lessor Parties.

ARTICLE 9 CASUALTY LOSS

In the event the Land, the Building, or the Improvements is wholly or partially damaged or destroyed by fire, the extended coverage perils, flood, storm, hurricane, tornado, or other casualty, Lessee shall give prompt notice to Lessor. Lessee will have no obligation to rebuild, repair and/or restore the Land, the Building, and the Improvements. In such event, the obligation to pay any monies hereunder and the Lessee's right of possession shall terminate on the date of such notice; *provided, however*, Lessee shall pay to Lessor any sums due and owing under this Lease at the time of the casualty loss.

ARTICLE 10
CONDEMNATION

Section 10.1 Total Taking. If, during the Term, all or substantially all of the Land, the Building, or the Improvements shall be taken in any condemnation or eminent domain proceeding, this Lease shall thereupon terminate. In such event the obligation to pay any monies hereunder and the Lessee's right of possession shall terminate on the date of such taking; *provided, however,* Lessee shall pay to Lessor any Rental sums due and owing under this Lease at the time of the taking.

Section 10.2 Partial Taking. If only a part of the Land, the Building, or the Improvements be taken in any condemnation or eminent domain proceeding, and the taking does not materially interfere with Lessee's use of the Land, Building and Improvements, Lessee, at its own cost, risk, expense and liability, and without cost, risk, expense or liability to Lessor, shall promptly make such repairs and alterations to that part as may be necessary to restore that part of the Land, Building, or Improvements not taken to a condition suitable for the uses and purposes for which the Land, the Building, and the Improvements are being utilized by Lessee. If the Land, the Building, or the Improvements remain materially unsuitable for the Permitted Use after restoration under this Section, either party hereto shall have the option to terminate this Lease as of the date of ouster by giving written notice of termination within fifteen (15) days after Lessee has been ousted from possession of such part, whereupon this Lease shall be of no further force or effect, and Lessor and Lessee shall each be relieved of any obligations or liabilities hereunder as of the date of termination. All sums due and owing by Lessee to Lessor under the Lease will be paid on the date of termination.

ARTICLE 11
ENVIRONMENTAL WARRANTIES AND REPRESENTATIONS

Section 11.1 Acceptance by Lessee. Lessee accepts the Land in its present state and without any representation or warranty by Lessor whatever as to the condition of the Land. Lessor shall not be responsible for any latent vice or defect or change of condition in the Land, and the Rent herein reserved and agreed to be paid shall in no case be withheld or diminished on account of any vice or defect in the Land, any change in the condition thereof, any damage occurring thereto or the existence with respect thereto of any violations of the laws or regulations of any Governmental Agency or Governmental Authority having jurisdiction over the Land.

Section 11.2 Prior Environmental Use. Lessor makes no covenant, representation or warranty as to the suitability of the Land for any purpose whatsoever or as to the physical condition thereof. Lessee acknowledges that portions of the Land may have been used by prior owners and/or present or prior tenants for the storage, presence, existence, release, threatened release, use, generation, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Land ("**Prior Environmental Use**"). Lessee acknowledges

that it has inspected the Land, observed its physical characteristics and existing conditions and has had the opportunity to conduct such investigation and study (including, without limitation, environmental audits) on and of the Land as it deems necessary for its intended use and occupancy under this Lease, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions of the Land, including without limitation, subsurface conditions and Hazardous Materials in, at, on or under the Land. Lessee further acknowledges and agrees that the Land are to be leased to, and accepted by Lessee in its present condition “where is, as is,” and with all faults and hereby assumes the risk that its adverse physical characteristics and existing conditions may not have been revealed by its inspection or investigation of the Land. However, Lessee shall not be liable for any damages caused to persons or property or the Land by any Prior Environmental Use, although Lessee does agree to remove any hazardous waste as provided in Article 3.

Section 11.3 Waiver and Release. Lessee, on behalf of itself and its successors, assigns and any other person acting on behalf of Lessee (collectively for the purposes of this Section 11.3 referred to as “Lessee”) hereby waives, releases, acquits and forever discharges Lessor, its principals, officers, directors, partners, shareholders, employees, agents, representatives and any other person acting on behalf of Lessor, and the heirs, successors and assigns of any of the preceding, of and from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which may arise in the future on account of or in any way related to or in connection with Lessee’s use of the Land and/or Hazardous Materials in, at, on, under or related to the Land caused by Lessee’s use of the Land, or any violation or potential violation by Lessee of any Environmental Laws applicable thereto or anyone for whom Lessee is legally responsible.

Section 11.4 Environmental Definitions. For the purposes of this Article 11 and the remainder of this Lease, the following terms and conditions shall have the meanings ascribed thereto:

(a) **“Environmental Activity” or “Environmental Activities”** means any storage, presence, existence, release, threatened release, use, generation, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Land.

(b) **“Environmental Laws”** means all state, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions, investigation results, guidance documents; all legislative, judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all judicial or administrative interpretation thereof, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of Hazardous Materials, industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or

chemicals, or pollutants, including without limitation, the regulations of the federal Public Health Service and Department of Transportation concerning the transport of etiologic agents or similar agents, the regulations of the Nuclear Regulatory Commission concerning radioactive materials and waste, the regulations of the Occupational Safety and Health Administration, and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §§9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §30); the Occupational Safety and Health Act (29 U.S.C. §651); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. Admin. C. 33:III.2595) including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

(c) **“Governmental Agency”** or **“Governmental Agencies”** means any federal, state or local authority having jurisdiction over the Land with respect to Environmental Activities conducted, or alleged to be conducted, thereon or Hazardous Materials located, or alleged to be located thereon.

(d) **“Hazardous Material”** or **“Hazardous Materials”** means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, asbestos or asbestos containing material, polychlorinated biphenyls, urea formaldehyde foam insulation, radioactive materials, hazardous waste or substances or toxic waste or substances, including without limitation, any substances now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous waste,” “hazardous materials,” “toxic materials,” or “toxic substances” under any applicable Environmental Laws.

Section 11.5 Compliance With Environmental Rules. Lessee shall, at Lessee’s sole cost and expense, comply with and maintain the Land in compliance with any Environmental Laws pertaining to Hazardous Materials, Environmental Activities, or other environmental matters (collectively for the purposes of this Section 11 referred to as **“Environmental Rules”**). Lessee shall not dispose of or release any Hazardous Materials or install any Hazardous Materials in storage tanks on, at, under or about the Land. Lessee shall, at Lessee’s sole cost and expense, promptly provide Lessor with true, accurate and complete copies of all required or requested permits, variances, approvals, notices, submissions, reports and other information to and from any and all Governmental Agencies having authority over the Land and environmental matters with respect thereto. Lessee authorizes Lessor to communicate with any Governmental Agency regarding the Land or Lessee’s activities or processes thereon. If Lessee shall breach the covenant provided in this Section 11.5, then, in addition to all other rights and remedies which may be available to Lessor under this Lease, at law or in equity, Lessor may require Lessee to take all actions or to reimburse Lessor for the costs of any and all actions taken by Lessor, as are necessary

to comply with all applicable Environmental Rules and to abate any significant present or potential health risk with respect to any Environmental Activity conducted or permitted on, or any Hazardous Material present at, the Land. Lessee's obligation under this Section 11.5 shall survive the expiration or earlier termination of this Lease.

Section 11.6 Lessee's Covenants—Hazardous Material. Lessee covenants with Lessor and warrants that it shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Land or any portion thereof by Lessee, its agents, employees, contractors, permittees or invitees, other than Hazardous Materials which are of a nature and amount incidental to, necessary for and customarily used in the operation of an office building. In such event, Lessee shall, at Lessee's sole cost and expense, handle such Hazardous Materials in compliance with any and all Environmental Laws pertaining to the treatment, storage, disposal, discharge, release, production, manufacturing, generation, refinement or use of such Hazardous Materials.

Section 11.7 Environmental Default. Should Lessee fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Activities under this Lease or under any Environmental Rules, Lessor shall have the right, but not the duty, and without limitation upon any other rights of Lessor under this Lease, to enter the Land personally or through its agents, consultants, or contractors, and perform the same. Lessee agrees to indemnify, reimburse, protect, defend and hold harmless Lessor, its agents, consultants or contractors for the costs thereof, and liabilities arising or resulting therefrom or in connection therewith.

Section 11.8 Lessor's Right to Inspect and Cure. Lessor shall have the right in its sole and absolute discretion, but not the duty, to enter upon and inspect the Land, at any reasonable time and manner and after reasonable notice to Lessee, to determine whether Lessee is complying with the terms of this Lease, including without limitation, Lessee's compliance with all applicable Environmental Rules. Lessee hereby grants to Lessor, its agents, employees, consultants, and contractors, the right to enter the Land and to perform such tasks to the Land as are reasonably necessary to conduct such reviews and investigations. Lessor shall use reasonable efforts to minimize interference with the business of Lessee, but Lessor shall not be liable for any interference caused as a result of this right to inspect.

Section 11.9 Notice of Environmental Default. In the event Lessor discovers any breaches under Article 11 of this Lease or any violations of applicable Environmental Rules pursuant to the foregoing inspections, Lessor shall give Lessee written notice of such violation, and Lessee shall have a reasonable period of time not to exceed forty-five (45) days in which to cure such violation, unless the violation is of such a nature that it cannot be reasonably cured within such 45-day period, in which event no default shall occur as long as Lessee commences to cure the violation within the 45-day period, and thereafter, in good faith, diligently and with continuity prosecutes to completion the curing of such violation. In the event Lessee fails to cure such

violation within the prescribed time period, Lessor shall be entitled to all rights and remedies listed in Section 12.2 hereof.

Section 11.10 Environmental Liens. Lessee shall promptly notify Lessor as to any liens threatened or attached against the Land pursuant to any Environmental Laws. In the event that such a lien is filed against the Land, then Lessee shall within thirty (30) days from the date that the lien is filed against the Land, and at any rate prior to the date any Governmental Agency or other party commences proceedings to foreclose on such lien, either (i) pay the claim and remove the lien from the Land; or (ii) furnish either (a) a bond satisfactory to Lessor in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security satisfactory to Lessor in an amount sufficient to discharge the claim out of which the lien arises.

Section 11.11 Environmental Indemnity. Lessee agrees to protect, indemnify, defend, reimburse and hold harmless (i) Lessor; (ii) any other person who acquires an interest in this Lease whether by an assignment of Lessor's interest in this Lease or otherwise; (iii) any other person who acquires all or a portion of the Land at a foreclosure sale or by a conveyance in lieu of foreclosure or otherwise through the exercise of the rights and remedies of Lessor under this Lease; and (iv) the principals, directors, officers, partners, shareholders, employees, successors, assigns, and invitees of such persons listed in Section 11.11(i) through 11.11(iii) above (any and all of which are referred to herein as "**Indemnitee**") from and against any and all loss, cost, penalty, fine, liability, damage, or expenses (including without limitation attorney's fees, court costs and litigation expenses), arising out of or resulting from or in any way connected with (a) the presence of any Hazardous Materials in, at, on, under or about the Land caused by Lessee's use of the Land only; (b) any Environmental Activity conducted by Lessee or any other party for whom Lessee is legally responsible on the Land during the Term; (c) any violation of any Environmental Laws pertaining to the condition of the Land or any Environmental Activity thereon to the extent caused by Lessee at any time or caused by anyone else acting on behalf of Lessee or for whom Lessee is responsible during the Term; (d) the breach of any warranty or covenant or inaccuracy of any representation of Lessee contained in this Lease; or (e) any claim, demand or cause of action, or any other action or proceeding, whether meritorious, false, groundless or fraudulent, brought or served against any Indemnitee which directly or indirectly relates to, arises from or out of, or is based upon any of the matters described in this Section 11, which are caused by Lessee's use of the Land (collectively "**Lessee's Environmental Activities**"). This obligation shall survive the expiration or earlier termination of this Lease, the discharge of all other obligations owed by the parties to each other, and transfer of title to the Land whether by sale, exchange, foreclosure, deed in lieu of foreclosure or otherwise.

Section 11.12 Binding Effect. The provisions of this Article 11 shall be binding upon Lessor and Lessee and inure to the benefit of Lessor and Lessee, and their respective successors and assigns.

Section 11.13 Third Party Activities. In the event of any damage, liability or loss to persons or property located on the Land, or to the Land, which result from, or arise out of or in connection with, the presence of any Hazardous Materials in, at, on, under or about the Land or any Environmental Activity thereon to the extent the presence of such Hazardous Materials or Environmental Activity thereon is not due to Lessee's Environmental Activities, but due to the actions of a third party for whom neither Lessee or Lessor is legally responsible ("**Third Party Environmental Activities**"), Lessor and Lessee agree to look to the person or entity responsible for such Third Party Environmental Activities for recovery of any loss, damage, cost, expense or penalty incurred by them as a result of such Third Party Environmental Activities.

ARTICLE 12
DEFAULT AND REMEDIES

Section 12.1 Default. Each of the following shall be deemed an "**Event of Default**" by Lessee hereunder and a material breach of this Lease:

(a) Whenever Lessee shall fail to pay any sum payable by Lessee to Lessor or to any third party under this Lease on the date upon which the same is due to be paid and such failure shall continue for sixty (60) days after Lessee shall have been given written notice thereof by Lessor of such failure; *provided, however,* that Lessee shall be entitled to such sixty (60) days' notice and cure period no more than two (2) times in each calendar year;

(b) Whenever Lessee shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by Lessee other than with respect to payment of any liquidated sums of money, and Lessee shall fail to commence and take such steps as are necessary to remedy the same within sixty (60) days after Lessee shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

(c) The vacation or abandonment of the Land, the Building, or the Improvements by Lessee for a period of more than one hundred eighty (180) days, unless required or directed by any Governmental Agency;

(d) Whenever an involuntary petition shall be filed against Lessee under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Lessee or for all or substantially all of the property of Lessee shall be appointed without acquiescence, and such petition or appointment is not discharged within sixty (60) days after the happening of such event;

(e) Whenever Lessee shall be dissolved or liquidated, or whenever such party shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Lessee shall fail within ninety (90) days to lift any

execution, garnishment, or attachment of such consequence as will materially impair Lessee's ability to carry on its operations at the Land, or whenever Lessee shall make a general assignment for the benefit of its creditors, or shall enter into an agreement of composition with its creditors or whenever an Order for Relief shall be granted with respect to such party pursuant to Title 9 of the United States Code or whenever such party shall seek relief under any other law for the benefit of debtors; and

(f) Whenever Lessee shall fail to provide adequate assurance of future performance of this Lease within sixty (60) days after (i) the granting of an Order for Relief with respect to Lessee pursuant to Title 9 of the United States Code, or (ii) the granting of the relief sought in an involuntary proceeding against the Lessee under any bankruptcy or insolvency law; as used in this Section 12.1(f), adequate assurance of future performance of this Lease shall include, but shall not be limited to, adequate assurance (i) of the source of the consideration due hereunder; and (ii) that assumption or assignment of this Lease will not breach any provision, such as a use, management, or ownership provision, in this Lease, any other lease, any financing agreement, relating to the Building and the Improvements.

Section 12.2 Remedies. If any one or more Events of Default occur(s), then Lessor has the right, at its election, to undertake any one or more of the following non-exclusive actions:

(a) To give Lessee written notice of Lessor's intention to terminate this Lease on the earliest date permitted by law or this Lease or on any later date specified in such notice, in which case Lessee's right to possession of the Land, the Building, and the Improvements will cease and this Lease will be terminated, except as to Lessee's liability, as if the date fixed in such notice were the end of the Term, without, however, waiving Lessor's right to collect all Rent and other payments due or owing for the period up to the time Lessor regains possession, as well as any and all other Litigation Expenses (as defined below);

(b) Without further demand or notice of any kind, to reenter and take possession of the Land or any part of the Land, repossess the same, expel Lessee and those claiming through or under Lessee, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or Litigation Expenses (as defined below) or as a result of any preceding breach of covenants or conditions;

(c) Proceed for past due installments of Rent, reserving its right to proceed later for the remaining installments as well as any Litigation Expenses (as defined below);

(d) Declare all of the unpaid installments of Rent at once due and payable, whereupon the whole thereof shall become and be immediately due and payable, anything herein to the contrary notwithstanding, and proceed to enforce its legal remedies hereunder; and/or,

(e) Without further demand or notice of any kind, to cure any Event of Default and to charge Lessee for the cost of effecting such cure, including without limitation all Litigation Expenses (as defined below), provided that Lessor will have no obligation to cure any such Event of Default.

Should Lessor elect to reenter, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice or remedy provided by law, Lessor may, from time to time, without terminating this Lease, relet the Land or any part of the Land in Lessor's or Lessee's name, but for the account of Lessee, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Land) as Lessor, in its reasonable discretion, may determine, and Lessor may collect and receive the Rent, Lessee hereby granting to Lessor its power of attorney for such purposes. Lessor will in no way be responsible or liable for any failure to relet the Land, or any part of the Land, or for any failure to collect any Rent due upon such reletting. No such reentry or taking possession of the Land by Lessor will be construed as an election on Lessor's part to terminate this Lease unless written notice of such intention is given to Lessee. No notice from Lessor under this Section or proceeding under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Lessor to terminate this Lease unless such notice or proceeding specifically so states. Lessor reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Lessee such notice, in which event this Lease will terminate as specified in such notice. Whenever the term "**Litigation Expenses**" is used in this Section 12.2, it shall mean any and all costs and expenses incurred by Lessor in connection with Lessee's default, including without limitation all attorney's fees, court costs, other legal fees and litigation costs, accountant's fees, realtor fees, brokerage commissions and leasing commissions.

Section 12.3 Performance of Lessee's Other Obligations. If Lessee fails to perform or observe any of its covenants, agreements, or obligations hereunder (other than the payment of sums of money) for a period of thirty (30) days after notice of such failure (unless the default is of such a nature that it cannot be cured within such 30-day period, in which event no default shall occur as long as Lessee commences to cure such default within the 30-day period and thereafter, in good faith, diligently and with continuity, prosecutes the curing of the default), then in addition to all other rights provided herein Lessor shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed, at the expense of Lessee and to recover all costs or expenses incurred in connection therewith, together with interest thereon at Prime Rate from the date expended until repaid. Any performance or observance by Lessor pursuant to this Section 12.3 shall not constitute a waiver of Lessee's failure to perform or observe.

Section 12.4 Election of Remedies. All of Lessor's remedies under this Article 12 are cumulative. Either party may restrain any breach or threatened breach of any covenant, agreement, term, provision or condition herein contained, but the mention herein of any particular

remedy shall not preclude either party from any other remedy it might have, either in law or in equity.

Section 12.5 Bankruptcy Matters. If a petition is filed by or against the Lessee for relief under Title 9 of the United States Code, as amended (the “**Bankruptcy Code**”), in the United States Bankruptcy Court or such other court of competent jurisdiction (“**Bankruptcy Court**”) and Lessee (including, for purposes of this Section, Lessee’s successor in bankruptcy, whether a trustee or Lessee as debtor in possession) seeks to assume this Lease, it is expressly agreed and understood that Lessor’s purchase option with respect to the improvements on the leased property is part and parcel of this Lease, assumption of which shall include assumption of such option rights, and that this Lease may not be assumed separate and apart from such purchase option.

Section 12.6 Assumption. If a petition is filed by or against Lessee for relief under the Bankruptcy Code, in the Bankruptcy Court and Lessee (including for purposes of this Section Lessee’s successor in bankruptcy, whether a trustee or Lessee as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a *bona fide* offer to accept an assignment of this Lease on terms acceptable to Lessee, then Notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the Lease, shall be given to Lessor by Lessee no later than twenty (20) days after Lessee has made or received such offer, but in no event later than ten (10) days prior to the date on which Lessee applied to the Bankruptcy Court for authority and approval to enter into the proposed assignment. Lessor shall have the prior right and option, to be exercised by Notice to Lessee given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable, to receive an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Lessor: (i) may require from the assignee a deposit or other security for the performance of its obligations under this Lease in an amount substantially the same as would have been required by Lessor upon the initial leasing to a tenant similar to the assignee; and (ii) shall receive, as Additional Rent, any and all further sums as are required of Lessee under this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of the Lessee’s obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Lessor’s rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require a timely performance of Lessee’s obligations under this Lease, or to regain possession of the Land if this Lease has neither been assumed or rejected within sixty (60) days after the date of the order for relief or within such additional time as the Bankruptcy Court may have fixed. Notwithstanding anything in this Lease to the contrary, all amounts

payable by Lessee to or on behalf of Lessor under this Lease, whether or not expressly denominated as Rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code. Provided further, no provision herein regarding assignment of this Lease by Lessee shall be considered to waive or modify any other provision of this Lease governing Lessee's ability to assign or sublease, and the provisions of this Section are included herein for the sole purpose of providing for the situation in which Lessor is compelled by the Bankruptcy Court to acquiesce in an assignment of this Lease approved by the Bankruptcy Court.

Section 12.7 Certain Damages. In the event that Lessor does not elect to terminate this Lease as provided herein, but on the contrary elects to take possession of the Land, Lessee shall pay to Lessor Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Land after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, Litigation Expenses, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the existing Term, or the Land covered by such new lease include other leased premises not part of the Land, a fair apportionment of the Rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the Term of the new lease. Lessee shall pay such Rent and other sums to Lessor monthly on the day on which the monthly Rent would have been payable under this Lease if possession had not been retaken, and Lessor will be entitled to receive such Rent and other sums from Lessee on each such day.

Section 12.8 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Lessee will remain liable to Lessor for damages in an amount equal to Rent and other amounts that would have been owing by Lessee for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Leased Land by Lessor subsequent to such termination, after deducting all of Lessor's expenses in connection with such reletting, including without limitation the expenses enumerated in Section 12.7. Lessor will be entitled to collect such damages from Lessee monthly on the day on which Rent and would have been payable under this Lease if this Lease had not been terminated, and Lessor will be entitled to receive such Rent from Lessee on each such day.

ARTICLE 13 **NON-APPROPRIATION OF FUNDS**

Section 13.1 Non-Appropriation of Funds. The continuation of this Lease into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the Lafayette City-Parish Consolidated Government, or any successor governmental entity ("LCG"), after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate

on the last day of the fiscal year for which funds were appropriated. The continuation of this Lease into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Lease. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the Lease shall terminate on the last day of the fiscal year for which funds were appropriated.

Section 13.2 Budgeted Funds. Notwithstanding anything to the contrary in this Lease, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the LCG for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for the LCG Home Rule Charter to allow for such an increased amount.

Section 13.3 Rent Paid in Full. Notwithstanding Sections 13.1 and 13.2, the Parties acknowledge that, as expressly specified in Section 4.1 hereof, Rent for the entire Term of this Lease has been paid in full contemporaneously with the execution of this Lease by Lessor and Lessee, and that Sections 13.1 and 13.2 are nevertheless included within this Lease in order to comport with and satisfy the requirements of Article VII, Section 8, of the Louisiana Constitution, and La. R.S. 39:1410.60.

ARTICLE 14 **LESSOR'S RIGHT TO ENCUMBER**

Section 14.1 Lessor's Mortgages. Lessor may at any time and from time to time pledge, assign, encumber or otherwise grant a security interest in this Lease or in the Land (“**Lessor Security Interest**”) and this Lease shall be subject and subordinate to Lessor Security Interest now or hereafter covering all or any part of the Land and each renewal, modification, consolidation, replacement or extension thereof. The holder of such a security interest granted by Lessor is referred to herein as “**Lessor Secured Creditor.**”

Section 14.2 Subordination, Attornment and Nondisturbance. This Lease shall be subject and subordinate to each Lessor Security Interest and all extensions, renewals, replacements and refinancing thereof, and all future advances thereunder. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. However, upon request by Lessor, Lessee agrees to confirm in writing in recordable form acceptable to such Lessor Secured Creditor a subordination of this Lease to Lessor Security Interest. If this Lease should be transferred pursuant to the enforcement of any Lessor Security Interest, or if a person other than Lessor shall accede to the rights of Lessor hereunder, upon declaration of the successor to Lessor's interest in the Lease, Lessee agrees to fully attorn to and recognize any such successor as Lessee's Lessor under this Lease upon the then existing terms of the Lease, provided that such successor

shall agree in writing to accept Lessee's attornment and not disturb Lessee's possession of the Land as long as Lessee shall observe the provisions, covenants and conditions contained in this Lease. These attornment provisions shall inure to the benefit of any such successor and shall be self-operative upon the election and declaration by such successor and no further instrument shall be required to give effect to the provisions. Lessee agrees, however, to evidence and confirm the foregoing attornment provisions by the execution and delivery of instruments in recordable form satisfactory to such successor.

Section 14.3 Notice to Lessor Secured Creditor. If Lessor shall grant a Lessor Security Interest, and Lessor Mortgagee notifies Lessee of the execution of such Lessor Security Interest, furnishes true, correct and complete copies of the documents evidencing Lessor Security Interest and also notifies Lessee of the name and place for service of notices upon such Lessor Secured Creditor, then and in such event, Lessee hereby agrees for the benefit of Lessor and such Lessor Secured Creditor from time to time:

(a) That Lessee shall give to any such Lessor Secured Creditor a duplicate of any and all notices or demands given by Lessee to Lessor simultaneously with the giving of any such notice or demand to Lessor. No such notice to Lessor shall be effective unless a copy is so served upon Lessor Secured Creditor. Notice to any Lessor Secured Creditor shall be given and shall be effective in accordance with the provisions of Section 17.3 entitled "Notices" of this Lease.

(b) Lessee shall not terminate this Lease as a result of any default of Lessor if, within a period of thirty (30) days after the expiration of the period of time within which Lessor might cure a default, such default is cured or caused to be cured by a Lessee Mortgagee or, such Lessee Mortgagee commences to cure such default and proceeds therewith diligently, continuously and with reasonable dispatch.

ARTICLE 15 **ASSIGNMENT AND SUBLETTING**

Section 15.1 Assignment and Sublease. Neither this Lease nor any interest of Lessee herein shall be mortgaged, pledged, assigned or transferred by Lessee by voluntary act or by operation of law, or otherwise; *provided, however*, that Lessee may (i) assign its leasehold interest to any Permitted Assignee or Designee; (ii) sublease all or any portion of the Land or lease all or any portion of the Improvements, or grant concessions involving the use of all or any portion of the Land or Improvements, whether such concessions purport to convey a leasehold interest or a license to use all or a portion of the Land and Improvements to any Permitted Assignee or Designee. "Permitted Assignee or Designee" shall mean Lessee, or other agency, department, division, political subdivision or other instrumentality of the State, or such other entity as may be approved in writing by Lessor in its sole discretion. Lessee shall, however, at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Lease, notwithstanding any assignment, subletting or granting of concessions which may be made.

Nothing herein contained shall be construed to relieve Lessee from its obligations to pay Rent as provided in this Lease or to relieve Lessee from any other obligations contained herein.

ARTICLE 16
RIGHT OF FIRST REFUSAL

Section 16.1 Definitions Applicable to this Article. As used in this Article, and unless the context requires otherwise, the following terms shall have the following meanings, to-wit:

(a) “**Alienate**” means to sell, exchange, lease (as a lessor), convey, mortgage, encumber or otherwise alienate or dispose of.

(b) “**Written Notification**” means and refers to a notice in writing prepared and issued by Lessor indicating with specificity (1) the rights or interests in and to the Land which Lessor desires or intends to Alienate; (2) the legal description of the specific portion of or interest in and to the Land to be affected by the proposed transaction; (3) the name and address of the person to whom or in whose favor Lessor desires or intends to Alienate the Land, and (4) the terms, conditions and provisions (including particularly, but not limited to, consideration and credit terms, if any) pursuant to which Lessor desires or intends to Alienate the Land.

Section 16.2 Grant of Right of First Refusal. Subject to the following terms, conditions and provisions, Lessor may not, during the Term of this Lease, Alienate any interest in and to the Land (or any part thereof) to any other person unless Lessor has first notified Lessee in writing of its desire and intent to do so, which notice shall be accomplished by mailing or delivery of a Written Notification complying with the terms, conditions and provisions hereof. Upon such notification, the Lessee shall have the first and prior right, option or privilege, exercisable within thirty (30) days following the receipt of such Written Notification, to purchase the Land which is the subject of the Written Notification in accordance with the terms, conditions and provisions set forth therein. To that end, Lessor does hereby give, grant, convey and extend to Lessee the first and prior right, option or privilege to purchase the Land which is described in the Written Notification.

Section 16.3 Rights of Lessee. In the event that the Lessee should timely exercise the right, option or privilege to purchase the Land in accordance with the terms, conditions and provisions set forth in the Written Notification, Lessor and Lessee will be obligated to proceed in good faith to finalize the transaction at a mutually agreeable date or, if the Parties are unable to agree upon a date, at 10:00 o’clock A.M. on the first business day after the expiration of fifteen (15) days after the election of the Lessee.

Section 16.4 Rights of Lessor. In the event that the Lessee should fail or refuse to exercise the right, option or privilege to purchase the Land in accordance with the terms, conditions and provisions set forth in the Written Notification within the time period set forth above, Lessor

shall be permitted, for a period of thirty (30) days after the expiration of the initial thirty (30) day period, to Alienate the Land on terms, conditions and provisions not less than those set forth in the Written Notification. Should Lessor not finalize such transaction within thirty (30) days after the expiration of the initial thirty (30) day period, the terms, conditions and provisions hereof shall apply to any subsequent transaction whereby Lessor should desire or intend to Alienate the Land.

ARTICLE 17
MISCELLANEOUS

Section 17.1 Attorney's Fees. Should either party employ an attorney or attorneys to enforce any of the provisions of this Lease, or to protect its interest in any matter arising under this Lease, or to recover damages for the breach of this Lease, the party prevailing in any final judgment shall have the right to collect from the losing party all reasonable attorney's fees and other costs and expenses incurred in enforcing such rights under this Lease.

Section 17.2 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease (including, by way of illustration only, the Right of First Refusal set forth in 16.2 hereof) must be in writing and will be deemed to have been given when personally delivered, sent by facsimile with receipt acknowledged, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, addressed to the party for whom it is intended at the addresses set forth below. Either Lessor or Lessee may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

To Lessor: Holy Rosary Land Holdings, Inc.
6901 Chef Menteur Highway
New Orleans, Louisiana 70126-5215

To Lessee: Parish of Lafayette
P. O. Box 4017-C
Lafayette, Louisiana 70502-4017

Section 17.3 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this option.

Section 17.4 Time of Essence. Time is of the essence of this Lease.

Section 17.5 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

Section 17.6 Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender or the neuter, and vice versa.

Section 17.7 Construction. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana applicable to agreements made and to be performed wholly within the State of Louisiana.

Section 17.8 Amendments and Non-Waiver. No amendments, variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a writing executed by it or by a duly authorized officer or agent. No waiver by either party of any breach or default of any term, condition, or provision hereof, including without limitation the acceptance by Lessor of any monies at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

Section 17.9 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Louisiana.

Section 17.10 Number and Gender; Captions; References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease.

Section 17.11 Estoppel Certificate. Lessor and Lessee shall execute and deliver to each other, promptly upon any request therefor by the other party, or by any permitted Mortgagee, a certificate stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof;

- (d) whether or not any particular Article, Section, or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested by either party.

Section 17.12 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Section 17.13 Attorneys' Fees. If litigation is ever instituted by either party hereto to enforce, or to seek damages for the breach of, any provision hereof, the prevailing party therein shall be promptly reimbursed by the other party for all reasonable attorneys' fees, court costs and related costs incurred by the prevailing party plus judicial interest thereon from the date such costs are paid by the prevailing party.

Section 17.14 Surrender of Land; Holding Over. Upon termination or the expiration of this Lease, Lessee shall peaceably quit, deliver up, and surrender the Land to Lessor free of all claims and encumbrances, in good order, repair, and condition. If Lessee does not surrender possession of the Land at the end of the Term, such action shall not extend the Term, Lessee shall be a Lessee at sufferance, and during such time of occupancy, Lessee shall pay to Lessor the amount of Rent that was being paid immediately prior to the end of the Term. Lessor shall not be deemed to have accepted a surrender of the Land by Lessee, or to have extended the Term, other than by execution of a written agreement specifically so stating.

Section 17.15 Force Majeure. As used herein "Force Majeure" shall mean the occurrence of any event which prevents or delays the performance by Lessor or Lessee of any obligation imposed upon it hereunder (other than payment of any liquidated sum of money) and the prevention or cessation of which event is beyond the reasonable control of the obligor, *provided, however,* the inability of Lessee to obtain financing for the development required under Article 3 of this Lease or by other provisions of this Lease shall not be an event of Force Majeure. If Lessee shall be delayed, hindered, or prevented from performance of any of its obligations (other than to pay any liquidated sum of money) by reason of Force Majeure (and Lessee shall not otherwise be in default hereunder) the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by Lessee: (i) Lessee shall give written notice of such occurrence to Lessor within three (3) business days after the occurrence, and (ii) Lessee shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep Lessor advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination. Anything contained in or inferable from this Lease to the contrary notwithstanding, Lessee shall not be relieved by any event of Force Majeure from Lessee's obligations to pay any liquidated sum of money hereunder, nor shall the Term be extended thereby.

Section 17.16 Non-Merger. Notwithstanding the fact that title or the leasehold estate in the tracts or parcels of Land described in Article 1 hereof and the leasehold estate hereby created may, at any time, be held by the same party, or that the Improvements may be leased by Lessee to Lessor, and the Land subleased by Lessee to Lessor, and the Building subleased to the State by Lessor, there shall be no merger of the leasehold estate hereby created with fee title unless the owner thereof executes and files for record in the Office of the Clerk and *Ex-officio* Recorder of Mortgages for the Parish of Lafayette, Louisiana, a document expressly providing for the merger of such estates.

Section 17.17 Entireties. This Lease and all exhibits attached hereto constitute the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any agreements entered into between Lessor and Lessee of even date herewith are not, however, merged herein.

Section 17.18 Successors and Assigns. This Lease shall constitute a real right and covenant running with the Land, and, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns, if any. Lessor may convey the Land, subject to the remaining terms of this Lease, without Lessee's consent or approval.

Section 17.19 Inspection. Lessor shall have the right to enter upon the Land at all reasonable times and in a reasonable manner to inspect same. Lessor's inspection shall not imply any duty on the part of Lessor to repair any part of the Land, nor shall such inspection relieve Lessee of any of its obligations hereunder.

Section 17.20 Survival. Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

Section 17.21 Relationship of the Parties. Nothing contained in this Lease shall be construed by the parties hereto, or by any third party, as constituting the parties as principal and agent, partners or joint venturers, nor shall anything herein render either party liable for the debts or obligations of any other party, it being understood and agreed that the only relationship between Lessor and Lessee hereunder is that of Lessor and Lessee.

Section 17.22 Cumulative Remedies. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of the rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Lessor or Lessee of any

or all of their other rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise. All costs incurred by either party in collecting any amounts and damages owing by the other party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable Litigation Expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced will be recoverable by the successful party from the losing party.

Section 17.23 No Waiver. No failure by either party to insist upon strict performance of any agreement, covenant, or term of this Lease or to exercise any right or remedy granted to such party upon a breach hereof and no acceptance of any Rent by Lessor during the continuance of any such breach shall constitute a waiver of any such breach. No obligation of Lessor and/or Lessee shall be deemed waived or modified except by written instrument. If Lessor and/or Lessee shall waive any particular breach, condition or covenant of this Lease, such waiver shall be limited to such breach, covenant or condition and shall not be construed as a waiver in the future of the same or different breach, covenant or condition.

Section 17.24 No Accord and Satisfaction. No payment by Lessee, or acceptance by Lessor of an amount which is less than the amount due from Lessee to Lessor, shall be treated otherwise than as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

Section 17.25 Conveyance of Lessor's Interest. If Lessor's interest in the Land or any part thereof shall be sold or otherwise transferred by operation of law or otherwise, Lessor shall be and is hereby automatically and entirely released and discharged to the extent of the interest or the portion sold or transferred from and after the date of such sale or transfer of all liability for the performance of any of the covenants of lease on Lessor to be performed. The purchaser or other transferee of Lessor's interest shall be deemed to have agreed to perform such covenants of Lessor from and after the date of such assignment or sale during such transferee's period of ownership and Lessor's interest under the Lease all without further agreement between Lessor, its successor, and Lessee. Lessor's transferee shall not be held responsible for the performance of any of the covenants of this Lease on the part of Lessor required to be performed prior to such sale or transfer, Lessee reserving its rights against Lessor for any unperformed covenants prior to such sale or transfer.

Section 17.26 Peaceful Possession. Provided Lessee is not in default hereunder, Lessee shall peacefully have, hold and enjoy the Land subject to the terms of this Lease and provided Lessee shall pay the Rent and perform all of its covenants and agreements herein contained.

Section 17.27 Good Faith Dealing. Lessor and Lessee agree to act in good faith and in a commercially reasonable manner in connection with the exercise of their rights and obligations as contained in this Lease.

Section 17.28 Recordation of Notice of Lease. The parties agree that, in lieu of filing the entirety of this Lease in the conveyance records of the Clerk of Court of Lafayette Parish, the parties shall execute and file for record, as the cost and expense of Lessee, a notice of Lease complying with the provisions of La. R.S. 9:2742.

Section 17.29 Change in Law. The parties take cognizance of the possibility that the Louisiana law of lease (currently embodied in Title IX of Book III of the Louisiana Civil Code, articles 2668 to 2777, and portions of Title 9 of the Louisiana Revised Statutes) will be revised or amended, in whole or in part, by legislative act at some point in time during the Term of this Lease. Except as noted in the next grammatical paragraph, the parties agree that the rights and obligations of the parties under this Lease shall be determined and exercised in reference to the law of lease in force and effect on the date of this Lease, unless by written act of the parties, Lessor and Lessee mutually agree that new legislation, if any, would be applicable to this Lease from and after the effective date of such new legislation.

In the event that the law of Louisiana pertinent to leases might be amended or revised in order to allow or permit contracting parties to (i) enter a lease for a term in excess of ninety-nine (99) years, and/or (ii) allow parties to an existing lease to include, within the lease agreement or separately, an option to extend or renew the lease for a period of time in excess of that allowed under the Louisiana law of lease in effect on the Effective Date of this Lease, the parties agree and obligate themselves to cooperate good faith in order to effectuate an amendment or other revision of this Lease as is appropriate and necessary to avail such right and ability, with a view of continuing this Lease for the maximum amount of time from and after the Expiration Date, at the request of Lessee. Anything contained in this Lease to the contrary notwithstanding, but subject to any extension or renewal resulting from the preceding paragraph, the parties agree that, commencing six (6) months prior to the Expiration Date of this Lease, the parties agree to consult and negotiate in good faith to enter a new lease, or to amend this Lease, for the maximum period of time then allowed under Louisiana law. In the event of any extension or renewal of the Term of this Lease pursuant to any provision of this Lease, all of the terms and provisions of this Lease shall apply thereto, except as might be provided in any agreement extending or renewing this Lease, as aforesaid.

[Signatures and notarization on next page]

IN WITNESS WHEREOF, this Ground Lease Agreement is executed by Lessor on this _____ day of _____, 2025, in New Orleans, Louisiana, but is effective as of the Effective Date first above set forth, in the presence of the undersigned competent witnesses.

WITNESSES:

HOLY ROSARY LAND HOLDINGS, INC.

Printed Name:

By: _____
Sister Alicia Costa, SSF

Printed Name:

NOTARY PUBLIC
Todd R. Gennardo
Bar Roll Number: _____

IN WITNESS WHEREOF, this Ground Lease Agreement is executed by Lessee on this ____ day of ____, 2025, is executed in Lafayette, Louisiana, but is effective as of the Effective Date first above set forth, in the presence of the undersigned competent witnesses.

WITNESSES:

PARISH OF LAFAYETTE

Debbie Sonnier

Ellen Butler

By: _____
Monique B. Boulet
Mayor-President

NOTARY PUBLIC
Patrick S. Ottinger
Bar Roll Number: 08727

EXHIBIT "A"

Plat of Survey of Land



EXHIBIT "B"

Certificate of Occupancy—See Section 2.1

STATE OF LOUISIANA
PARISH OF LAFAYETTE

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT made and entered into effective as of the ____ day of _____, 2025, by and between **HOLY ROSARY LAND HOLDINGS, INC.**, a Louisiana non-profit corporation, represented herein by Sister Alicia Costa, SSF, whose mailing address is 6901 Chef Menteur Highway, New Orleans, Louisiana 70126-5215 (the "**Lessor**"), and **PARISH OF LAFAYETTE**, a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 4017-C, Lafayette, Louisiana 70502-4017, represented herein by Monique B. Boulet, its Mayor-President, duly authorized by Ordinance No. PO-040-2025 adopted by the Lafayette Parish Council on August 19, 2025, and by Resolution No. PR-____-2025 adopted by the Lafayette Parish Council on December 2, 2025 (the "**Lessee**").

In accordance with the provisions of La. R.S. 9:2742, Lessor and Lessee declare that, by instrument dated _____, 2025 (the "**Lease**"), Lessor has leased to Lessee that certain property (hereinafter referred to simply as the "**Leased Premises**"), which Leased Premises are more particularly described, as follows:

North by lands of the Holy Family Apartments (1512 Louisiana Avenue), East by other lands of the Sisters of the Holy Family, South by the rear of the existing shopping center at the corner of Louisiana Avenue and Carmel Drive, and West by Louisiana Avenue.

Being the Land or property more fully described and identified on the Plat of Survey prepared by R. J. Fuselier & Associates, LLC, which is attached hereto and made a part hereof as Exhibit "A."

The Lease is for a term of ninety-nine (99) years commencing _____, 202_, and ending _____, 21_, subject to further extensions or renewals thereof as set forth in the Lease.

In accordance with the provisions of Section 4.1 of the Lease, Lessor acknowledges that Lessee has, contemporaneous with the execution of the Lease and of this Memorandum of Lease Agreement, paid all Rent due and owing under the Lease in full, and Lessor gives full release and acquittance therefor.

In accordance with the provisions of La. R.S. 9:2742B, Lessee hereby designates the Mayor-President of Lafayette City-Parish Consolidated Government (or the successor position of office) then in office as being authorized to certify in writing on behalf of Lessee the terms of the Lease, whether it is in full force and effect, and the extent to which the obligations of the Lease have been performed.

This Memorandum of Lease Agreement is to be placed of record to serve as notice of execution and existence of said Lease and is in no way to supersede the same or to abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said Lease, which is made a part hereof by reference the same as though written *in extenso* herein.

IN WITNESS WHEREOF, this Memorandum of Lease Agreement is executed by the parties hereto on the date first above written.

WITNESSES:

LESSOR:

HOLY ROSARY LAND HOLDINGS, INC.

By: _____
Sister Alicia Costa, SSF

LESSEE:

PARISH OF LAFAYETTE

By: _____
Monique B. Boulet
Mayor-President

STATE OF LOUISIANA

PARISH OF ORLEANS

On this _____ day of _____, 2025, before me appeared Sister Alicia Costa, SSF, to me personally known, who, being by me duly sworn, did say that she is the President of HOLY ROSARY LAND HOLDINGS, INC., and that said instrument was signed by her on behalf of said corporation by authority of its Board of Directors and said Sister Alicia Costa, SSF, acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

Print Name: _____
Notary Identification No. _____

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this _____ day of _____, 2025, before me appeared MONIQUE B. BOULET, to me personally known, who, being by me duly sworn, did say that she is the Mayor-President of the PARISH OF LAFAYETTE, and that said instrument was signed by her on behalf of said governmental agency and said MONIQUE B. BOULET, acknowledged said instrument to be the free act and deed of said governmental agency.

NOTARY PUBLIC
Print Name: Patrick S. Ottinger
Notary Identification No. 08727

EXHIBIT "A"

Plat of Survey of Land



RECEIVED

NOV 19 2025

LCG Council Office

Memorandum

Legal Department
Patrick S. Ottinger, City-Parish Attorney

TO: Joseph Gordon-Wiltz, Clerk of the Parish Council **DATE:** November 19, 2025

FROM: Patrick S. Ottinger, City-Parish Attorney

COPY: Monique B. Boulet, Mayor-President
Rachel C. Godeaux, CAO

SUBJECT: **PARISH COUNCIL MEETING AGENDA** – Introduction December 2, 2025; Final Adoption December 2, 2025 – A Resolution of the Lafayette Parish Council Approving the Cooperative Endeavor Agreement, Ground Lease Agreement, Memorandum of Lease Agreement and other Associated or Ancillary Agreements by and between the Parish of Lafayette and Holy Rosary Land Holdings, Inc. for the Development of the Northeast Regional Library

By Ordinance No. PO-040-2025, the Parish Council authorized the Mayor-President to “enter into a cooperative endeavor agreement and lease agreement with Holy Rosary for the Development of a Library on the Property, on such terms and conditions as the Lafayette Mayor-President deems appropriate and necessary.”

It further provided, as follows:

Notwithstanding the foregoing, however, any such cooperative endeavor agreement, lease agreement and other necessary agreements or documents shall be submitted to the Council for separate approval, which approval may be by resolution in accordance with Section 2-11(C) of the Lafayette City-Parish Consolidated Government Home Rule Charter.

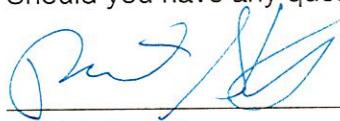
Since that date, we have engaged with representatives of the Holy Rosary Land Holdings, Inc., to reach an agreement on the terms of the Cooperative Endeavor Agreement, the Ground Lease Agreement, and the Memorandum of Lease Agreement envisioned by that ordinance.

The forms of these documents are attached hereto, as is a Resolution to authorize the execution of these agreements, in substantially the forms in which they currently appear. The land to be affected by the Lease is being surveyed, and the proper legal description will be incorporated into these documents prior to execution by the Mayor-President.

Please include the Resolution with the enclosed agreements on the Parish Council agenda to be introduced and adopted at the Parish Council meeting on Tuesday, December 2, 2025.

November 19, 2025
Page 2

Should you have any questions, please advise.



Patrick S. Ottinger
City-Parish Attorney

20-13

LAFAYETTE PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

- 1) **JUSTIFICATION FOR REQUEST:** A Resolution of the Lafayette Parish Council Approving the Cooperative Endeavor Agreement, Ground Lease Agreement, Memorandum of Lease Agreement and other Associated or Ancillary Agreements by and between the Parish of Lafayette and Holy Rosary Land Holdings, Inc. for the Development of the Northeast Regional Library
- 2) **ACTION REQUESTED:** Adoption of resolution
- 3) **REQUESTED ACTION OF COUNCIL:**
 - A) INTRODUCTION: 12-02-2025
 - B) FINAL ADOPTION: 12-02-2025
- 4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**
 - A) Memo (2 pages)
 - B) Resolution (1 page)
 - C) Cooperative Endeavor Agreement (14 pages)
 - D) Ground Lease Agreement (35 pages)
 - E) Memorandum of Lease Agreement (4 pages)
 - F) Submittal Form (1 page)
- 5) **FISCAL IMPACT:**

_____ Fiscal Impact (Explain)

X No Fiscal Impact

RECOMMENDED BY:



PATRICK S. OTTINGER
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER

