

<b>INVITATION TO BID</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>		
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		09/20/2011	11:00 AM	CT
<b>SOLICITATION 000010506</b> VENDOR # VENDOR NAME AND ADDRESS <div data-bbox="186 430 787 630" style="border: 1px solid black; height: 95px; width: 370px; margin-top: 10px;"></div>		RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803  BUYER James Frazier, CPPB BUYER PHONE (225)578-2176  ISSUE DATE 08/18/2011		
<b>TITLE: LEASE OF PUBLIC LAND - ROSEPINE RESEARCH STATION</b>				
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ADVERTISEMENT FOR BIDS FOR  
SURFACE LEASE OF LSU AG CENTER  
ROSEPINE RESEARCH STATION ACREAGE BY  
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE

Pursuant to La. R.S. 41:1211 et seq., notice is hereby given that sealed bids will be received by Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU") until 11:00 AM September 20, 2011, in the LSU Office of Purchasing, Room 213, Thomas Boyd Hall, Baton Rouge, Louisiana, for a lease or leases covering the surface of certain lands comprising a portion of the LSU Ag Center Rosepine Research Station in Vernon Parish, for the purpose of feeding, pasturing, and grazing livestock, and such other uses as are expressly agreed to by LSU.

The lease shall contain the customary provisions of leases, as well as provisions to the effect that: (a) Lessee accepts the leased premises in its present condition and without any warranty by LSU except a warranty against eviction; (b) Lessee assumes responsibility for the condition of the leased premises and releases and agrees to defend and indemnify LSU for any damages to any person or property of anyone, unless caused by the sole fault of LSU; (c) the lease shall not be assigned or subleased without the written consent of LSU; (d) Lessee shall carry specified amounts of liability and other insurance; (e) the lease will be for a primary term of three (3) years, with the option to renew subject to LSU consent in one-year increments, not to exceed ten (10) years; and (f) the rental shall be fixed and paid in advance on an annual basis.

A pre-bid conference and site visit will be held at 10:30 AM on Thursday, September 8, 2011 at the Rosepine Research Center, 176 Research Station Road, Rosepine, LA 70659 (conference room of the main office building; station is 2 miles north of Rosepine on US Hwy. 171). All interested bidders are invited to attend; however attendance at this conference is not required. If unable to attend, Bidders may schedule an appointment to visit the site on Mondays, Tuesdays, or Wednesdays only by contacting Jay Johnson, cell (337) 348-2605.

Sealed envelopes containing bids should be clearly marked as follows:

Solicitation Number: 10506  
Proposal for Lease of Public Land-Rosepine Research Station  
Due Time and Date: 11:00 AM on September 20, 2011

Each bid shall be accompanied by a certified check or cashier's check payable to LSU for one year's rental payment as set out in said proposal. No bid or deposit may thereafter be withdrawn or cancelled. Checks of unsuccessful bidders will be returned within twenty-one (21) days after bid opening. LSU reserves the right to reject any and all bids.

TO APPEAR ON: August 24, 31 & September 7, 2011

**INVITATION TO BID NO. 10506**  
**LEASE OF PUBLIC LANDS**

The Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College

**LSU AGCENTER**  
**ROSEPINE RESEARCH STATION**  
**ROSEPINE LA, VERNON PARISH**

**PURPOSE**

This Invitation to Bid (ITB) is issued to solicit competitive, advertised, sealed bids from prospective parties for their Lease of Public Lands from The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), in accordance with the specifications, Lease Agreement, terms and conditions herein.

**INTRODUCTION**

LSU is soliciting competitive, sealed bids for the lease Parcel 1 and Parcel 2 of the LSU AgCenter, Rosepine Research Station, 176 Research Station Road, Rosepine, LA 70659, Vernon Parish, for an original term of three years, and for the Lessee's sole purpose of feeding, pasturing, and grazing livestock, and hay production.

**GENERAL INSTRUCTIONS TO BIDDERS**

1. Sealed bids are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.
3. Read the entire solicitation, including all terms, conditions and specifications.
4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
5. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

## INVITATION TO BID NO. 10506

### STANDARD TERMS & CONDITIONS

#### 1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34.I.517.

#### 2. Bid Forms

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

#### 3. Interpretation of Solicitation / Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to **James Frazier, CPPB, at fax number (225) 578-2292**. Written inquiries must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question. No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Purchasing Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

#### 4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished at bid opening. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Office during normal working hours.

#### 5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

#### 6. Vendor Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and final contract shall govern the Lease Agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any vendor forms. Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising there from.

**7. Award**

Award will be made to the highest responsive and responsible bidder. LSU reserves the right to reject all bids and to waive any informalities.

**9. Acceptance of Bid**

Only the issuance of an official LSU Contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor's costs expended in its cost in bid preparation.

**10. Applicable Law**

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**11. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

**12. Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**13. Certification of No Suspension or Debarment**

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.epls.gov](http://www.epls.gov).

## INVITATION TO BID NO. 10506

### SPECIAL TERMS & CONDITIONS

#### 1. Sealed Bid Delivery Instructions and Advisory

To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted using the special bid return label if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

#### 2. Bid Deposit

All bids must be accompanied by bid security equal to ten percent (10%) of the annual lease amount bid, and must be in the form of a certified check or a money order. The check shall be issued in favor of the Louisiana State University and Agricultural and Mechanical College. Bid deposits will be returned to unsuccessful bidders.

#### 3. Reimbursement of Advertising Costs

Public notice of the invitation to bid shall be published in the official parish journal where the land is located at least once a week during three consecutive weeks. In accordance with R.S. 41:1215.1, the advertising costs shall be charged to the highest bidder. If the highest bidder shall refuse to pay the advertising costs, then the lease shall pass to the next highest bidder who will pay said costs.

#### 4. Pre-bid Conference and Site Visit

A pre-bid conference and site visit will be held at 10:30 A.M. on Thursday, September 8, 2011 at the Rosepine Research Center, 176 Research Station Road, Rosepine, LA 70659 (conference room of the main office building; station is 2 miles north of Rosepine on US Hwy 171). All interested bidders are invited to attend; however attendance at this conference is not required.

If unable to attend, Bidders may schedule an appointment to visit the site on Mondays, Tuesdays, or Wednesdays only by contacting Jay Johnson, cell (337) 348-2605.

#### 5. Terms and Conditions

The Terms and Conditions (terms) and sample lease of this solicitation will govern unless the University deems it in its best interest to negotiate additional terms with the successful vendor. The University shall only consider those terms submitted with the vendor's bid and those not in conflict with Louisiana law and University policy. The University reserves the right to negotiate the terms and conditions of the final lease.

#### 6. Insurance

Please note insurance requirements in the Lease Agreement. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.

INVITATION TO BID NO. 10506

**BID FORM**

**Method of Bid and Award**

Bidders may submit bids for:

- Parcel 1 (Item 1), separate and apart
- Parcel 2 (Item 2), separate and apart
- Parcel 1 and Parcel 2 (Item 3), on an All-or-None basis

If an All-or-None bid for both parcels is higher than the sum of the highest bids for each Parcel 1 and Parcel 2 separately, the All-or-None bid shall be awarded both parcels. If the sum of the highest bids for each parcel is higher than the All-or-None bid, the high bidders for each parcel will be awarded a lease.

Award(s) shall be made to the highest responsive Bidder(s).

**All leases shall be payable annually and in advance, by cash or certified check.**

**Item 1.** Three-year lease of **Parcel 1** (624.6 acres) at Rosepine Research Station, located in Rosepine LA, per the terms and conditions of this solicitation and Lease Agreement.

Bidders are to bid an Annual Lump Sum Amount for **Parcel 1**, to include the lease of the land and improvements thereon.

\$ \_\_\_\_\_/YR

**Item 2.** Three-year lease of **Parcel 2** (14.3 acres) at Rosepine Research Station, located in Rosepine LA, per the terms and conditions of this solicitation and Lease Agreement.

Bidders are to bid an Annual Lump Sum Amount for **Parcel 2**, to include the lease of the land and improvements thereon.

\$ \_\_\_\_\_/YR

**Item 3.** Three-year lease of both **Parcels 1 and 2** at Rosepine Research Station, located in Rosepine LA, per the terms and conditions of this solicitation and Lease Agreement.

Bidders are to bid an Annual Lump Sum Amount for both **Parcels 1 and 2**, to include the lease of the land and improvements thereon.

\$ \_\_\_\_\_/YR

INVITATION TO BID NO. 10506

In accordance with R.S. 41:1216, no lease shall cover more than six hundred forty acres of public land, and no Lessee may own more than one such lease of public land at one time. Bidder shall list any and all leases of public land it currently possesses in the space provided below.

Lessor/Public Agency Name/Contact      Location (Parish, City, Address)      Total Acreage



**BIDDER'S INFORMATION & SIGNATURE**  
(Must Be Completed)

Bidder \_\_\_\_\_  
(Name of Person or Firm)

Address \_\_\_\_\_  
(Street or P.O. Box / City, State, Zip Code)

Tax Payer Identification # \_\_\_\_\_      Phone \_\_\_\_\_  
(FEIN or SSN)

Printed Name/Title \_\_\_\_\_      Fax \_\_\_\_\_

Signature \_\_\_\_\_      E-mail \_\_\_\_\_



## DESCRIPTION OF PROPERTY TO BE LEASED AS

### PARCEL #1 - ROSEPINE RESEARCH STATION

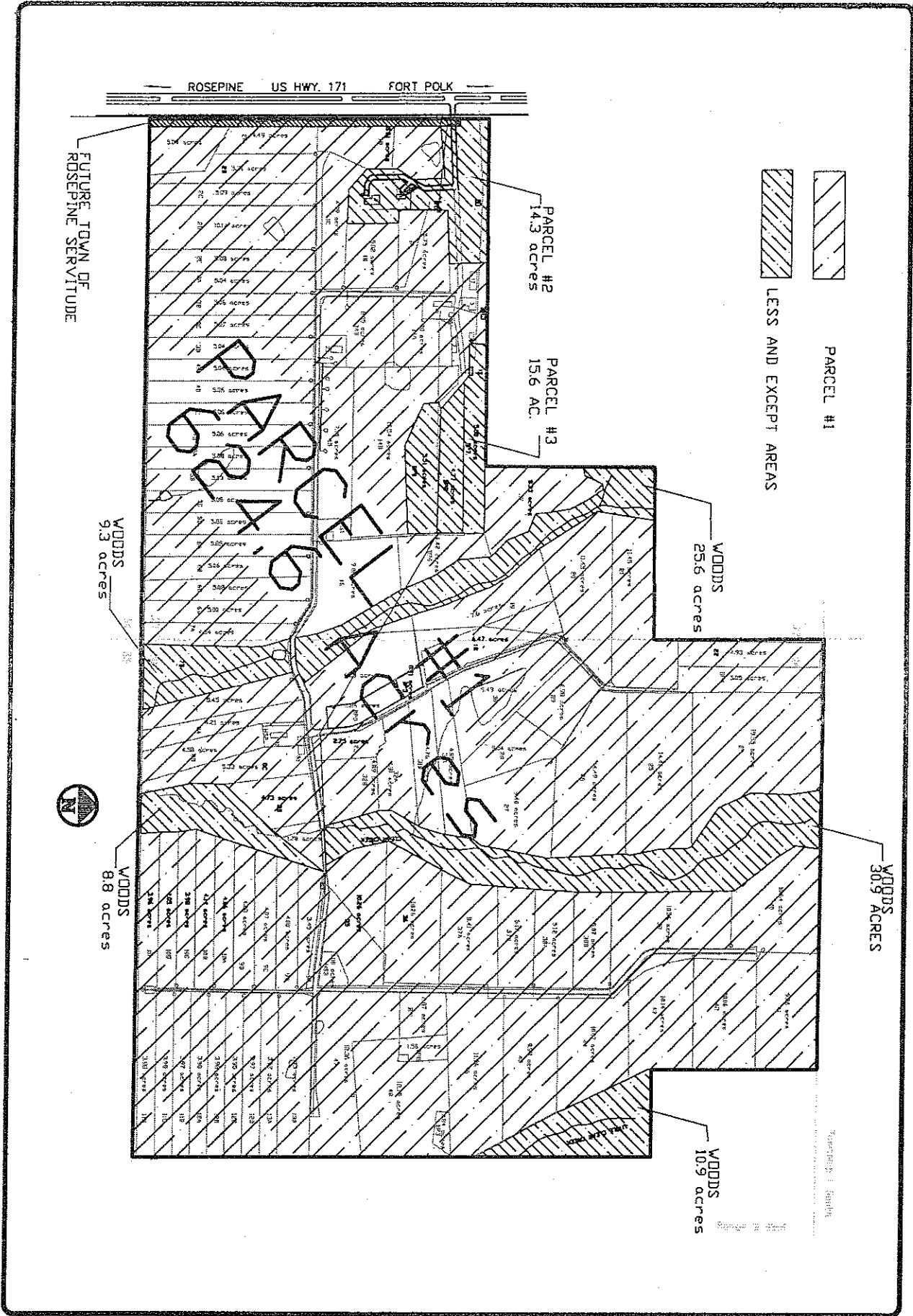
624.6 ACRES

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Vernon, State of Louisiana, and more particularly described as follows:

West Half of Southeast Quarter (W 1/2 of the SE 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4), West Half of the Northwest Quarter of the Northeast Quarter (W1/2 of the NW 1/4 of the NE 1/4) and West Half (W 1/2) of Section 26;

And the East Half of the Southwest (E 1/2 of the SW 1/4), and the Southeast Quarter of the Northeast Quarter (SE ¼ of the NE ¼), and the Southeast Quarter (SE 1/4) of Section 27, All in Township One (1) South, Rangè Nine (9) West, containing Seven Hundred Forty (740) acres, more or less.

Parcel #1 will include above description, Less and except Parcel #2 being 14.3 acres, Parcel #3 being 15.6 acres and the 5 tracts of woodland being 25.6 acres, 9.3acres, 30.9 acres, 8.8 acres and 10.9 acres more or less, as shown on attached map.



LEASE (PARCEL #1)  
 ROSEPINE RESEARCH STATION  
 CENTRAL REGION  
 HWY. 171  
 ROSEPINE, LOUISIANA

ENGINEER	SCALE AS SHOWN
DRAWN BY: DR	SHEET 1 OF 1 SHEETS
DATE: 05/17/2011	FILE NAME: Rosepine#1#2#3
REVISION:	CHECKED BY:


DESCRIPTION OF PROPERTY TO BE LEASED AS  
PARCEL #2 - ROSEPINE RESEARCH STATION

14.3 ACRES

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Vernon, State of Louisiana, and more particularly described as follows:

Upon entrance of the Rosepine Research Station Gate: N 00d 14' 26" W 260.00' along the West property line to a fence corner and point of beginning; thence N 89d 53' 30" E, 1112.00' to a point on a fence line; thence S 02d 16' 09" E, 300.00' to a point on a fence line; thence S 87d 25' 42" W, 416.00' to a fence corner; thence S 00d 15' 59" E, 385.00' to a fence corner; thence N 89d 38' 16" E, 100.00' to a fence corner ; thence S 00d 47' 12" E, 408.00' to a fence corner; thence N 87d 30' 59" W, 266.00' to a fence corner; thence N 48d 55' 59" W, 212.00' along a fence line; thence N 00d 31' 17" E, 245.00' along a fence line; thence N 32d 36' 57" E, 148.00', along a fence line; thence N 02d 39' 39" W, 247.00' to a fence corner; thence S 84d 34' 59" W, 462.00' to a fence corner on the West property line; thence N 00d 14' 26" W, 383.00 to a fence corner, being the point of beginning. The above parcel being in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4)of Section 27, Township One (1) South, Range Nine (9) West, containing 14.3 acres more or less, also being a part of the 740 acre tract described below:(ALL MEASURMENTS ABOVE ARE APPROXIMATE AND BEING USED TO SHOW PARCEL #2 ON ATTACHED MAP):

West Half of Southeast Quarter (W 1/2 of the SE 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4), West Half of the Northwest Quarter of the Northeast Quarter (W1/2 of the NW 1/4 of the NE 1/4) and West Half (W 1/2) of Section 26;

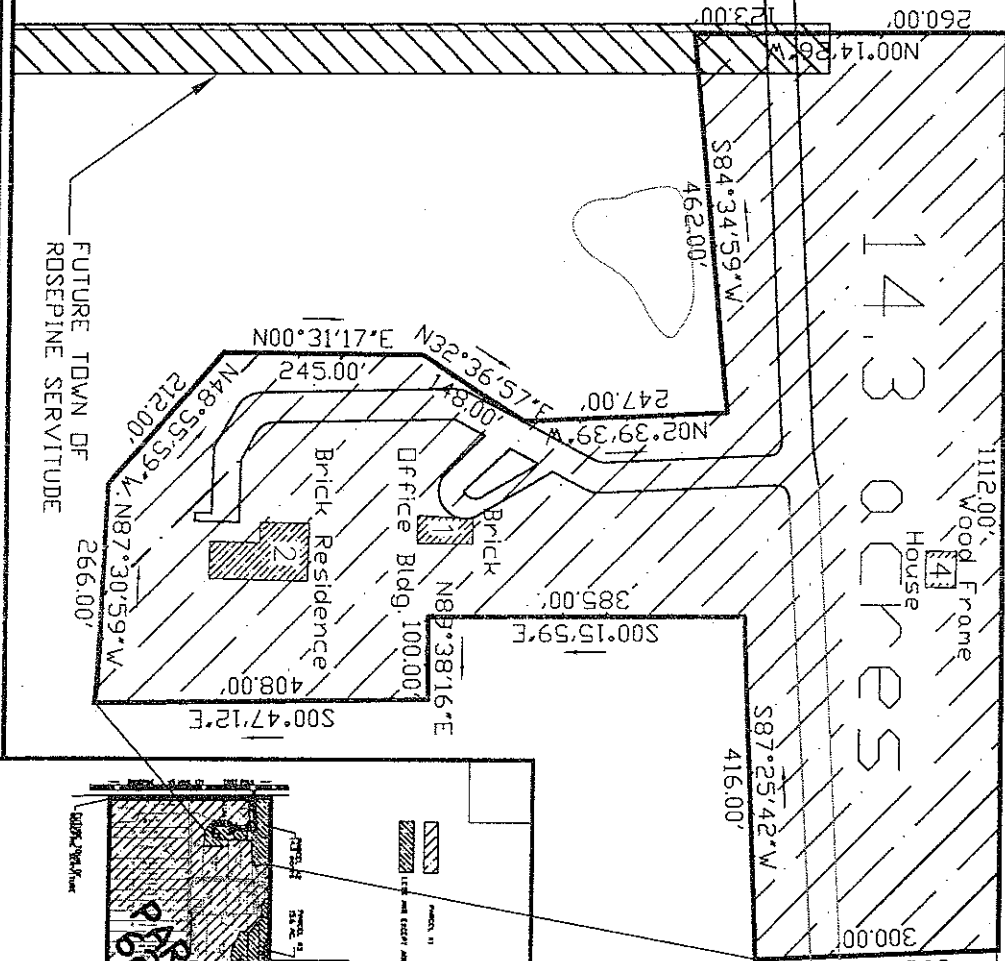
And the East Half of the Southwest (E 1/2 of the SW 1/4), and the Southeast Quarter of the Northeast Quarter (SE ¼ of the NE ¼), and the Southeast Quarter (SE 1/4) of Section 27, All in Township One (1) South, Range Nine (9) West, containing Seven Hundred Forty (740) acres, more or less.

Parcel #2 has three (3) permanent structures that will be included in the Parcel #2 lease. #1 on the attached map is a Wood Frame, Brick Veneer Office Building, #2 is a Wood Frame, Brick Veneer Residence , and #4 is a Wood Frame Residence.

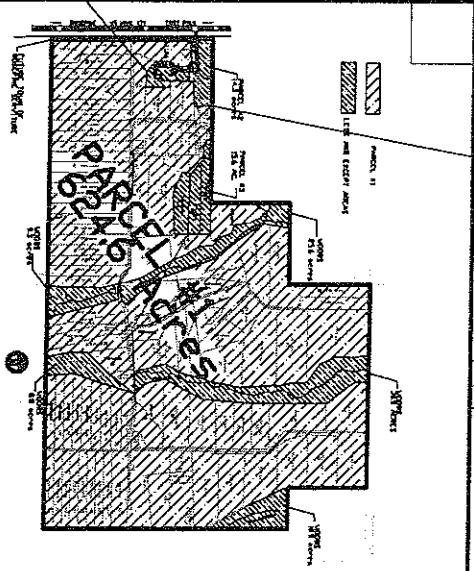
← ROSEPINE US HWY. 171 FORT POLK →

# PARCEL #2

## 14.3 ACRES



FUTURE TOWN OF ROSEPINE SERVITUDE



LEASE (PARCEL #2)  
ROSEPINE RESEARCH STATION  
CENTRAL REGION  
HWY. 171  
ROSEPINE, LOUISIANA

ENGINEER:	SCALE: AS SHOWN
DRAWN BY: SR	SHEET 1 OF 1 SHEETS
DATE: 08/17/2011	FILE NAME: Rosepine#2#065
REVISION:	CHECKED BY:

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**SAMPLE**

**LEASE AGREEMENT REGARDING ROSEPINE RESEARCH STATION**

THIS LEASE AGREEMENT (the "Lease") is made effective as of the Effective Date  
(as defined in Section 13.18) by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE** (the "Board"), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through John V. Lombardi, President of the Louisiana State University System, duly authorized and empowered by said Board,

and

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and provides as follows:

**ARTICLE 1  
LEASE OF THE PROPERTY**

In consideration of the covenants, agreements, and conditions herein set forth which Lessee hereby agrees shall be kept and performed, LSU does hereby lease unto Lessee, and Lessee does hereby lease from LSU, all of the property described in Exhibit "A" hereto (the "Property"), subject to any and all existing servitudes, rights-of-way, encumbrances and restrictions. LSU expressly reserves the right to grant future servitudes, rights-of-way, encumbrances, and restrictions affecting the Property, not to exceed a total of five (5) acres; in the event any such future servitude, right-of-way, encumbrance, or restriction is granted by LSU, Lessee shall be entitled to a proportionate reduction in the rent paid to LSU based on the acreage thereby denied to Lessee.

**ARTICLE 2  
TERM OF LEASE**

Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term of three years (the "Term"), commencing on the Effective Date, with the option to renew the Lease for one (1) additional year subject to and conditioned upon the express agreement of LSU. In the event that Lessee exercises the option to renew and LSU agrees thereto, then Lessee shall have a recurring annual option to continue renewing the Lease in one-year increments subject to and conditioned upon LSU's express agreement to each such renewal; provided,

however, that under no circumstance may the final Term of the Lease exceed ten (10) years. In the event and on each occasion that Lessee desires to renew the Lease as provided for above, Lessee shall provide written notice of same to LSU no later than sixty (60) days prior to the expiration of the current Term, and LSU shall respond with reasonably prompt notice to Lessee of whether LSU agrees to the extension.

### **ARTICLE 3** **CONSIDERATION**

In consideration of LSU leasing the Property, Lessee shall pay as rent the annual sum of \_\_\_\_\_ for the Term of the Lease. The entirety of the first year's rent shall be due on the Effective Date of this Lease, and the entirety of each subsequent year's rent shall be due on the first day of that year.

### **ARTICLE 4** **ALTERATIONS**

Lessee may not make any changes, improvements, alterations, or additions (including fencing) to the Property without the prior written consent of LSU. Any fencing allowed by LSU to be removed shall be replaced by Lessee with new materials and construction of similar quality to those materials that were removed. Upon termination or expiration of this Lease, LSU may require Lessee to remove at Lessee's cost any such improvements, alterations, and additions (including fencing); if LSU does not require Lessee to remove any such improvements, alterations, or additions, then ownership of such improvements, alterations, or additions shall automatically vest in LSU at that time.

### **ARTICLE 5** **UTILITIES AND OPERATING EXPENSES**

Section 5.1 Utilities. Lessee shall be solely responsible for payment of all utilities related to the Property, including but not limited to charges for electricity, energy, light, heat, air conditioning, power, telephone, garbage or other trash removal and disposal, water, and sewer user fees. All utilities will be billed directly to and in the name of Lessee. LSU shall have no responsibility to Lessee for the quality or availability of utilities or services to the Property or the Improvements, including but not limited to electricity, gas, energy, telephone, garbage or trash removal and disposal, sewage or effluent removal or disposal, water or other utility or service.

Section 5.2 Operating Expenses. Lessee shall pay all expenses, costs, premiums and disbursements of any nature whatsoever accrued or incurred in connection with the ownership, lease, management, operation, maintenance, repair and insurance of the Property, including any and all improvements.

**ARTICLE 6**  
**USE, MAINTENANCE, AND REPAIRS**

Section 6.1 Use. Subject to the terms and provisions hereof, Lessee shall use Parcel #1 and the buildings and improvements thereon solely for feeding, pasturing, and grazing livestock, and for hay production; and Lessee shall use Parcel #2 and the buildings and improvements thereon for such uses are expressly agreed to in writing by LSU ("Permitted Use"). Lessee's use of the Property shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations.

Section 6.2 Maintenance and Repairs By Lessee. Lessee shall maintain the Property and improvements, including but not limited to all buildings, roads, fences, pastures, and water wells, in good condition and make all necessary repairs to the improvements thereon to maintain them in the same or better condition as they were at the beginning of the Term. All fence rows shall have weed control performed annually by spraying to maintain the fence rows in the same or better condition as they were at the beginning of the Term. Lessee shall mow the entirety of Parcel #1 at least annually. Parcel #2 shall be mowed as necessary to maintain the lawns in good condition.

Section 6.3 Cattle. Lessee shall be responsible for furnishing drinking water to Lessee's cattle. Lessor shall have no responsibility or obligation to water or shelter Lessee's cattle.

Section 6.4 Soil. Lessee shall return the land at the end of the Term with soil nutrient levels in the medium range with a ph of no less than 5.0.

Section 6.5 Access to Parcel #1 and Parcel #3. Lessee of Parcel #2 shall allow LSU and Lessee of Parcel #1 ingress, egress, and access through and across Parcel #2. Lessee of Parcel #1 shall allow LSU ingress, egress, and access through and across Parcel #1 to Parcel #3.

Section 6.6 Mineral Exploration and Production. Notwithstanding any other provision of this Lease, LSU expressly reserves the right, acting either directly or through its agents, contractors, and/or mineral lessees, to conduct mineral exploration and production activities on the Property, including but not limited to surface operations. Lessee shall allow LSU, its employees, agents, and contractors to access the Property for and shall not in any way interfere with such operations. In the event that LSU, its agents, and/or contractors perform such operations on the Property, Lessee shall be entitled to a proportionate reduction in the rent paid to LSU based on the acreage thereby denied to Lessee.

Section 6.7 Waiver and Disclaimer of Warranties. Lessee accepts the Property in its "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 Property or the fitness of same for Lessee's purposes or for any other purpose whatsoever. LSU warrants only against eviction, and all other warranties are expressly disclaimed by LSU and waived and renounced by Lessee.

**ARTICLE 7  
INSURANCE AND INDEMNITY**

Section 7.1 Required Insurance, Types and Amounts. From the Effective Date through the Term hereof, Lessee shall at all times maintain or cause to be maintained, with respect to the Property, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rate of A+:XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
Property Insurance for loss or damage to the Premises by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge and other perils as included in "extended coverage" or "broad form" insurance	100% repair or replacement (including cost of demolition and debris removal) cost of the Leased Premises, less a commercially reasonable deductible but without allowance for depreciation.
<p>Commercial General Liability Insurance for the following where the exposure exists:</p> <ul style="list-style-type: none"> <li>(a) premises-operations</li> <li>(b) broad form Lease liability</li> <li>(c) products/completed operations</li> <li>(d) use of Contractors and subcontractors</li> <li>(e) personal injury (bodily injury and death)</li> <li>(f) broad form property damage</li> <li>(g) explosion, collapse and underground property damage</li> </ul>	<p>Coverage in an amount not less than:</p> <p style="text-align: center;">\$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products &amp; Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made form is not acceptable.</p>



(h) independent Contractors	
(i) sprinkler leakage legal liability	
Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and	Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence
Worker's Compensation & Employer's Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Employer's liability limit is to be \$1,000,000.00 when work is to be over.
Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Premises caused by the damage thereof.	12 months guaranteed rental revenue
Flood insurance, if applicable	In amounts determined by LSU to be reasonable, but no more than the amount available under the National Flood Insurance Program.
Liquor liability insurance, if applicable	Limits of One Million (\$1,000,000.00) Dollars

Section 7.2 Additional Insurance Requirements. Lessee agrees that with respect to the above required insurance, Lessee shall: (a) Name LSU, its board members, officers, agents, and employees, on all Property Damage and Commercial General Liability insurance policies as additional insured or/an insured, as its interest may appear. LSU agrees to promptly endorse insurance check or otherwise release insurance proceeds to Lessee as necessary for application in accordance with this Lease, provided no default is continuing hereunder and the proceeds are use for repair or replacement of the Lease Premises; (b) Provide LSU with thirty (30) days advance notice, in writing, of any cancellation or material change in coverage of any required insurance; (c) Prior to the Effective Date, provide LSU with a Certificate of Insurance evidencing the above required insurance prior to the Effective Date and thereafter with certificates evidencing renewals or replacements of said policies or insurance at least

thirty (30) days prior to the expropriation or cancellation of any such policies; (d) provide to LSU upon request complete certified copies of all required insurance policies.

Section 7.3 Indemnification of LSU. Lessee shall indemnify LSU, its board members, officers, agents and employees, and hold them harmless from and against any and all claims, actions, damages, liability, costs, and expenses, including reasonable attorney's fees, arising out of or in any way connected to Lessee's occupancy of the Property and/or fulfillment of the terms, conditions, and obligations contained herein, except to the extent arising solely from the fault of LSU.

Section 7.4 No Recourse. The insurance companies issuing the required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.

Section 7.5 Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by LSU. Lessee shall be responsible for all deductibles and self-insured retentions.

Section 7.6 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to LSU and its board members, officers, agent, and employees.

Section 7.7 Lessee's failure to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve Lessee from any liability or indemnification hereunder

Section 7.8 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

## **ARTICLE 8** **CASUALTY LOSS**

In the event the Property or any improvements thereon are wholly or partially damaged or destroyed by fire, extended coverage perils, flood, storm, hurricane, tornado, or other casualty, Lessee shall give immediate notice thereof to LSU, and Lessee shall have no obligation to rebuild, repair and/or restore said improvements unless said damage / destruction was caused by the fault of Lessee or unless Lessee receives insurance proceeds as a result of said damage / destruction. LSU shall not be responsible for any illness, accident, or death to any animal from any cause or for any escape or disappearance of any of Lessee's animals.

## **ARTICLE 9**

### **CONDEMNATION**

Section 9.1 Total Taking. If during the Term all or substantially all of the Property 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 Lessee's right of possession shall terminate on the date of the taking.

Section 9.2 Partial Taking. If only a part of the Property 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 Property, Lessee, to the extent of the condemnation award, shall promptly make such repairs and alterations to that part as may be necessary to restore that part of the Property or the Improvements not taken to a condition suitable for the uses and purposes contemplated by the Lease. If the Property or the Improvements cannot be repaired or restored for the amount of the condemnation award, either party shall have the option to terminate this Lease as of the date of taking whereupon this Lease shall be of no further force or effect, and LSU and Lessee shall each be relieved of any obligations or liabilities hereunder as of the date of termination.

## **ARTICLE 10**

### **ENVIRONMENTAL MATTERS**

Section 10.1 "As-Is" Lessee accepts the Property and any and all improvements thereon in its present state and without any representation or warranty by LSU whatever as to its condition. LSU shall not be responsible for any latent vice or defect or change of condition in the Property.

Section 10.2 Prior Environmental Use. LSU makes no covenant, representation or warranty as to the suitability of the Property for any purpose whatsoever or as to the physical condition thereof or with respect to the contamination by any chemical, material or substance. Lessee acknowledges that portions of the Property may have been used for the storage, treatment, presence, existence, release, discharge, use, manufacture, generation, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Property and Improvements ("Prior Environmental Use"), any of which may have resulted in contamination of the Property by Hazardous Materials. Lessee acknowledges that it has inspected the Property, observed its physical characteristics and existing conditions and has had the opportunity to conduct such investigations and studies (including, without limitation, environmental audits, site assessments and samplings) on and of the Property as it deems necessary for its intended use and occupancy under this Lease.

Section 10.3 Limitation on Lessee's Liability Notwithstanding anything to the contrary contained herein, Lessee shall have no liability to LSU in the event a claim is

filed by any person against LSU arising out of, or as a result of the environmental condition of, or any environmental hazard or violation of any environmental law, which existed as of the Effective Date of this Lease.

Section 10.4 Environmental Definitions. For the purposes of this Article 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, discharge, release, threatened release, use, generation, manufacture, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Property and Improvements.

(b) "Environmental Laws" means all state, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, or approvals, 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, et. seq.); the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901 et. seq.); 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 et. seq.); the Clean Water Act (33 U.S.C. §1251 et. seq.); the Safe Drinking Water Act (42 U.S.C. §30 et. seq.); the Occupational Safety and Health Act (29 U.S.C. §651 et. seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135 et. seq.); and the Louisiana Environmental Quality Act (La. R.S. 30:2001 et. seq.); 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 Property and Improvements 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, lead, 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 material", "toxic material", or "toxic substance" under any applicable Environmental Laws.

Section 10.5 Compliance With Environmental Rules. Lessee shall comply with and maintain the Property and the Improvements in compliance with any Environmental Laws pertaining to Hazardous Materials, Environmental Activities, or other environmental matters (collectively for the purposes of this Section referred to as "Environmental Rules") and the costs thereof shall be an Operating Expense of the Lessee. Lessee shall not dispose of, release, treat, store or discharge any Hazardous Materials that were not present on or under the Property on the Effective Date of this Lease, on, at, under, about or from the Property. Lessee shall promptly provide LSU 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 Property and Improvements and environmental matters with respect thereto. Lessee authorizes LSU to communicate with any Governmental Agency regarding Environmental Activity or environmental condition of the Property or the Improvements. If Lessee shall breach the covenant provided in this Section, then, in addition to all other rights and remedies that may be available to LSU under this Lease, at law or in equity, LSU may require Lessee to take all actions or to reimburse LSU for the costs of any and all actions taken by LSU, 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, other than Hazardous Material that was present on or under the Property or Improvements on the Effective Date of this Lease, present at, the Property and Improvements. Lessee's obligation under this Article shall survive the expiration or earlier termination of this Lease.

Section 10.6 LSU Right to Inspect and Cure. LSU shall have the right in its sole and absolute discretion, but not the duty, to enter upon and inspect the Property, 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 LSU, its agents, employees, consultants, and contractors, the right to enter the Property and improvements thereon and, after reasonable notice, to perform such tasks to the Property and improvements as are reasonably necessary to conduct such reviews, inspections and investigations. LSU shall use reasonable efforts to minimize interference with the business of Lessee, but LSU shall not be liable for any interference caused as a result of this right to inspect.

Section 10.7 Notice of Environmental Default. In the event LSU discovers any breaches under this Article or any violations of applicable Environmental Rules pursuant to the foregoing inspections or otherwise, LSU shall give Lessee written notice of the

violation, and Lessee shall have a reasonable period of time (not less than 45 days) in which to cure the violation, unless the violation is of a nature that it cannot be reasonably cured within the 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.

Section 10.8 Environmental Liens. Lessee shall promptly notify LSU as to any liens threatened or attached against the Property pursuant to any Environmental Laws. In the event that a lien is filed against the Property or the Improvements, other than a lien arising or resulting from a Prior Environmental Use or Hazardous Material that was present on or under the Property on the Effective Date of this Lease, then Lessee shall within thirty (30) days from the date that the lien is filed against the Property and Improvements, 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 Property and Improvements; or (ii) furnish either (a) a bond satisfactory to the State and LSU 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 the State and LSU in an amount sufficient to discharge the claim out of which the lien arises.

Section 10.9 Environmental Indemnity. Lessee agrees to protect, indemnify, defend, reimburse and hold harmless LSU 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 (a) the presence of any Hazardous Materials in, at, on, under or about the Property and Improvements caused by Lessee's use, or use by any party for whom Lessee is legally responsible, of the Property or the Improvements; (b) any Environmental Activity conducted by Lessee or any other party for whom Lessee is legally responsible on the Property during the Term; (c) any violation of any Environmental Laws by Lessee pertaining to the condition of the Property; (d) any Environmental Activity thereon to the extent caused by Lessee or caused by anyone else acting on behalf of Lessee or for whom Lessee is responsible during the Term; or (e) the breach of any warranty or covenant or inaccuracy of any representation of Lessee contained in this Lease. This obligation shall survive the expiration or earlier termination of this Lease. To the extent allowed by law, LSU agrees to protect, indemnify, defend, reimburse and hold harmless Lessee 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 (a) the presence of any Hazardous Materials in, at, on, under or about the Property and Improvements, wherein such Hazardous Materials were present on or before the Effective Date of this Lease or (b) the breach of any warranty or covenant or inaccuracy of any representation of LSU contained in this Lease. This obligation shall survive the expiration or earlier termination of this Lease.

Section 10.10 Binding Effect. The provisions of this Article shall be binding upon LSU and Lessee and inure to the benefit of LSU and Lessee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 10.11 Third Party Activities. In the event of any damage, liability or loss to persons or property located on the Property that result from, or arise out of or in connection with, the presence of any Hazardous Materials in, at, on, under or about the Property or Improvements 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 LSU is legally responsible ("Third Party Environmental Activities"), LSU and Lessee agree to look to the person or entity responsible for such Third Party Environmental Activities, and not to the other party to this Lease, for recovery of any loss, damage, cost, expense or penalty incurred by them as a result of such Third Party Environmental Activities.

## **ARTICLE 11**

### **DEFAULT AND REMEDIES**

Section 11.1 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 LSU 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 ten (10) days after Lessee shall have been given written notice thereof by LSU of such failure; provided however, that Lessee shall be entitled to such ten (10) day notice and cure period no more than two (2) times in each calendar year;
- (b) Whenever Lessee shall fail at any time to continuously maintain insurance in the types and amounts set forth in this Lease, or to otherwise comply with all of the requirements of Article 7 of this Lease.
- (c) 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 thirty (30) 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;

- (d) The abandonment of the Property by Lessee;
- (e) 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 ninety (90) days after the happening of such event;
- (f) 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 shall materially impair Lessee's ability to carry on its operations, 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 11 of the United States Code or whenever such party shall seek relief under any other law for the benefit of debtors; and
- (g) 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 11 of the United States Code, or (ii) the granting of the relief sought in an involuntary proceeding against Lessee under any bankruptcy or insolvency law. As used in this Section 13.1(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 shall not breach any provision, such as a use, management, or ownership provision, in this Lease, any other lease, any financing agreement, relating to the Property.

Section 11.2 Additional Remedies. Without in any way limiting LSU's rights at law or otherwise, if any one or more Events of Default should occur, then LSU has the right to give written notice of LSU's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in a notice, in which case Lessee's right of possession of the Property shall cease and this Lease shall be terminated and LSU at its option shall be subrogated to the rights of Lessee.

Section 11.3 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 a 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 LSU 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 that are asserted to have not been performed or observed, at the expense of Lessee and to recover all costs, expenses, and attorney fees incurred in connection therewith, together with legal interest thereon from the date expended until repaid. Any performance or observance by LSU pursuant to this Section shall not constitute a waiver of Lessee's failure to perform or observe.

Section 11.4 Election of Remedies. All of LSU's remedies under this Section 11 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 11.5 Bankruptcy. If a petition is filed by or against Lessee for relief under the Bankruptcy Code, 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 this Lease, shall be given to LSU 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. LSU, as landlord, 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 that 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, LSU, as landlord: (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 landlord 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 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 LSU an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of LSU'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 premises 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 LSU 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 that 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 LSU is compelled by the Bankruptcy Court to acquiesce in an assignment of this Lease approved by the Bankruptcy Court.

## **ARTICLE 12**

### **ASSIGNMENT AND SUBLETTING**

Section 12.1 LSU's Consent Required to Assignment of Rights. Lessee may not assign, transfer, convey, sublet, encumber or grant a security interest or other lien in its interest in this Lease nor any of its interest in the Property without the prior written consent of LSU, which consent shall not be unreasonably withheld, delayed, or conditioned except as set forth herein. LSU shall have the right to approve of any assignee / transferee / conveyee / sublessee and said party's creditworthiness. Any assignee / transferee / conveyee / sublessee approved by LSU shall execute an agreement in form and content approved by LSU whereby said party assumes in favor of LSU all of Lessee's obligations under this Lease. Any such assignment / transfer / conveyance / sublease shall not relieve Lessee of any of its obligations hereunder.

## **ARTICLE 13**

### **MISCELLANEOUS**

Section 13.1 Notices. All notices, demands, and correspondence made necessary by or provided pursuant to this Agreement shall be in writing and shall be deemed to have been properly given, served and addressed, if and when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) sent via facsimile or email, if a copy is also sent the same day via (i) or (ii) above provided that if so sent, a copy thereof is received by the sending party from the receiving party., directed as follows:

The Board: Board of Supervisors of  
Louisiana State University and  
Agricultural and Mechanical College  
Attention: President  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

With a copy to: Director of Facilities Planning  
LSU AgCenter  
P.O. Box 25203  
Baton Rouge, LA 70803

XXXXXXXXXXXXXXXX: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either LSU 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.

Section 13.2 Modification and Non-Waiver. No 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 LSU 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 13.3 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the state of Louisiana.

Section 13.4 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 13.5 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 13.6 Attorneys' Fees. If LSU institutes litigation to enforce, or to seek damages for the breach of, any provision hereof, Lessee shall promptly reimburse LSU, to the extent allowed by law, for all reasonable attorneys' fees, court costs and related costs incurred by LSU plus judicial interest thereon from the date such costs are paid LSU.

Section 13.7 Surrender of The Property and Improvements; Holding Over. Upon termination or the expiration of this Lease, Lessee shall peaceably quit, deliver up, and surrender the Property and improvements to LSU. If Lessee does not surrender possession of the Property and improvements at the end of the Term, such action shall neither extend the Term nor reconduct the Lease, and Lessee shall be a tenant at sufferance. LSU shall not be deemed to have accepted a surrender of the Property and Improvements by Lessee, or to have extended the Term, other than by execution of a written agreement specifically so stating. Upon termination or expiration of this Lease, LSU may require Lessee to remove at Lessee's cost any improvements, alterations, and additions made to or on the Property by Lessee; if LSU does not require Lessee to remove any such improvements, alterations, or additions, then ownership of such improvements, alterations, or additions shall automatically vest in LSU.

Section 13.8 Force Majeure. As used herein "Force Majeure" shall mean the occurrence of any event that prevents or delays the performance by LSU 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. If Lessee or LSU 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 the party asserting Force Majeure shall not otherwise be in default hereunder) the time for performance of such obligation shall be extended for the period of such delay.

Section 13.9 Successors and Assigns. This Lease shall constitute a real right and covenant running with the Property and Improvements, 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.

Section 13.10 Inspection. LSU shall have the right to enter upon the Property and Improvements at all reasonable times and in a reasonable manner to inspect same. LSU's inspection shall not imply any duty on the part of LSU to repair any part of the Property and Improvements, nor shall such inspection relieve Lessee of any of its obligations hereunder.

Section 13.11 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 13.12 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 LSU and Lessee hereunder is that of lessor and lessee.

Section 13.13 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 LSU 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 shall not preclude the simultaneous or later exercise by LSU 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, to the extent allowed by law, reasonable litigation expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced shall be recoverable by the successful party from the losing party.

Section 13.14 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 performance during the continuance of a breach shall constitute a waiver of any breach. No obligation of LSU or Lessee shall be deemed waived or modified except by written instrument signed by the party in whose favor the obligation runs. If LSU or Lessee should waive a particular breach, condition or covenant herein, the waiver shall be limited to the particular breach, covenant or condition at the time of the waiver and shall not be construed as a waiver in the future of the same or different breach, covenant or condition.

Section 13.15 No Accord and Satisfaction. No payment by Lessee, or acceptance by LSU of an amount that is less than the amount due from Lessee to LSU,

shall be treated otherwise than as a payment on account. The acceptance by LSU 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 LSU may accept such check without prejudice to any other rights or remedies that LSU may have against Lessee.

Section 13.16 Peaceful Possession. Except for LSU's own acts, this Lease is made without warranty as to peaceable possession, title or other rights and warranties otherwise granted pursuant to Louisiana law, in particularly, Louisiana Civil Code Article 2692, and Lessee acknowledges that this Lease is made without warranty as to peaceable possession, title or any other rights and warranties otherwise granted pursuant to Louisiana law, particularly, Louisiana Civil Code Article 2692. LSU subrogates Lessee to any and all rights that LSU may receive from its predecessors in interest.

Section 13.17 Good Faith Dealing. LSU 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 13.18 Effective Date. Shall mean \_\_\_\_\_ day of \_\_\_\_\_, 2011.

IN WITNESS HEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date as set forth in Section 13.18.

**WITNESSES:**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
John V. Lombardi, President  
Louisiana State University System

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "A"**



## DESCRIPTION OF PROPERTY TO BE LEASED AS

### PARCEL #1 - ROSEPINE RESEARCH STATION

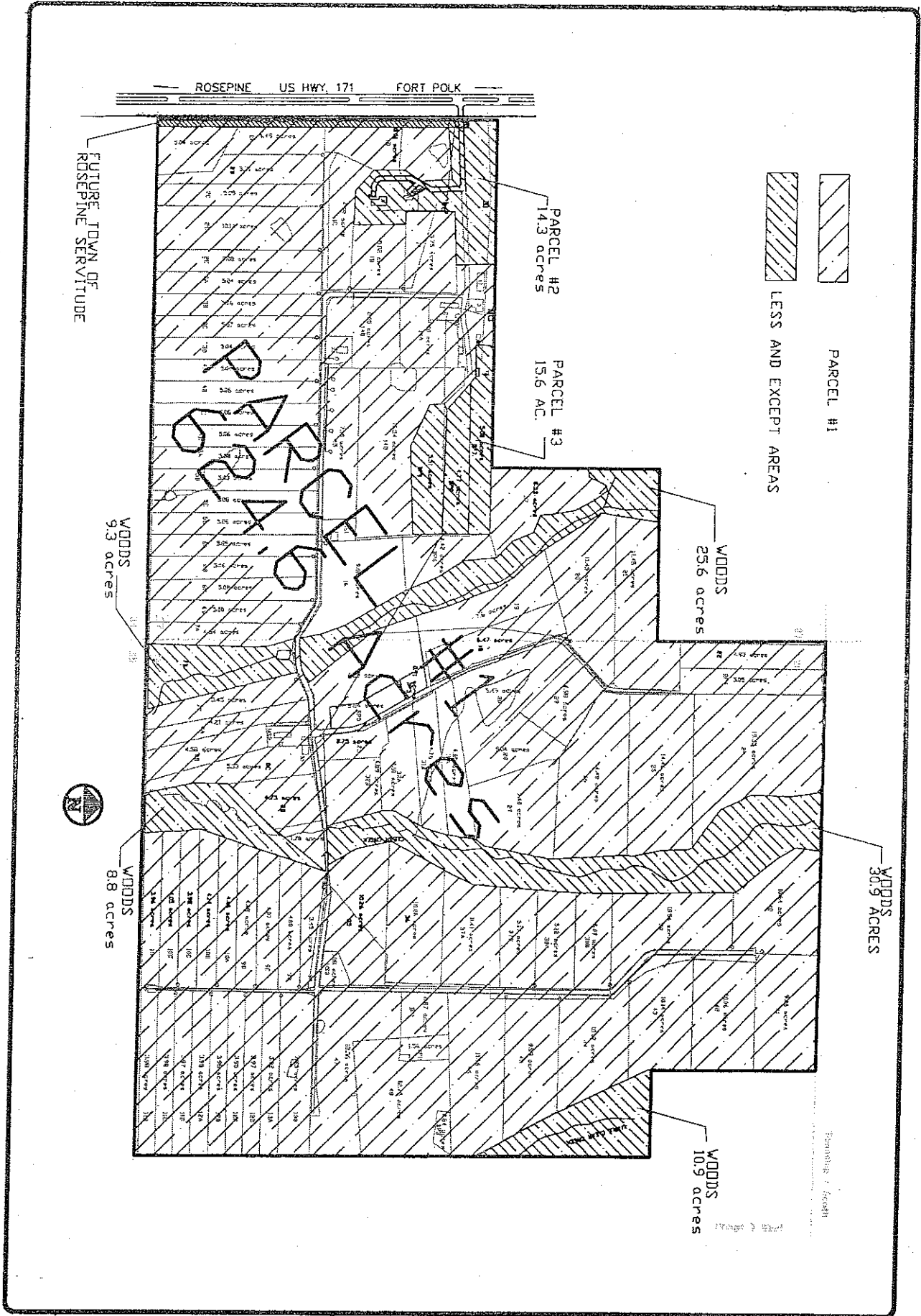
624.6 ACRES

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Vernon, State of Louisiana, and more particularly described as follows:

West Half of Southeast Quarter (W 1/2 of the SE 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4), West Half of the Northwest Quarter of the Northeast Quarter (W1/2 of the NW 1/4 of the NE 1/4) and West Half (W 1/2) of Section 26;

And the East Half of the Southwest (E 1/2 of the SW 1/4), and the Southeast Quarter of the Northeast Quarter (SE ¼ of the NE ¼), and the Southeast Quarter (SE 1/4) of Section 27, All in Township One (1) South, Range Nine (9) West, containing Seven Hundred Forty (740) acres, more or less.

Parcel #1 will include above description, Less and except Parcel #2 being 14.3 acres, Parcel #3 being 15.6 acres and the 5 tracts of woodland being 25.6 acres, 9.3 acres, 30.9 acres, 8.8 acres and 10.9 acres more or less, as shown on attached map.



LEASE (PARCEL #1)  
 ROSEPINE RESEARCH STATION  
 CENTRAL REGION  
 HWY. 171  
 ROSEPINE, LOUISIANA

ENGINEER:	SCALE: AS SHOWN
DRAWN BY: ER	SHEET 1 OF 1 SHEETS
DATE: 08/17/2011	FILE NAME: Rosepin081711
REVISION:	CREATED BY:


## DESCRIPTION OF PROPERTY TO BE LEASED AS

### PARCEL #2 - ROSEPINE RESEARCH STATION

#### 14.3 ACRES

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Vernon, State of Louisiana, and more particularly described as follows:

Upon entrance of the Rosepine Research Station Gate: N 00d 14' 26" W 260.00' along the West property line to a fence corner and point of beginning; thence N 89d 53' 30" E, 1112.00' to a point on a fence line; thence S 02d 16' 09" E, 300.00' to a point on a fence line; thence S 87d 25' 42" W, 416.00' to a fence corner; thence S 00d 15' 59" E, 385.00' to a fence corner; thence N 89d 38' 16" E, 100.00' to a fence corner; thence S 00d 47' 12" E, 408.00' to a fence corner; thence N 87d 30' 59" W, 266.00' to a fence corner; thence N 48d 55' 59" W, 212.00' along a fence line; thence N 00d 31' 17" E, 245.00' along a fence line; thence N 32d 36' 57" E, 148.00', along a fence line; thence N 02d 39' 39" W, 247.00' to a fence corner; thence S 84d 34' 59" W, 462.00' to a fence corner on the West property line; thence N 00d 14' 26" W, 383.00' to a fence corner, being the point of beginning. The above parcel being in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 27, Township One (1) South, Range Nine (9) West, containing 14.3 acres more or less, also being a part of the 740 acre tract described below: (ALL MEASUREMENTS ABOVE ARE APPROXIMATE AND BEING USED TO SHOW PARCEL #2 ON ATTACHED MAP):

West Half of Southeast Quarter (W 1/2 of the SE 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4), West Half of the Northwest Quarter of the Northeast Quarter (W 1/2 of the NW 1/4 of the NE 1/4) and West Half (W 1/2) of Section 26;

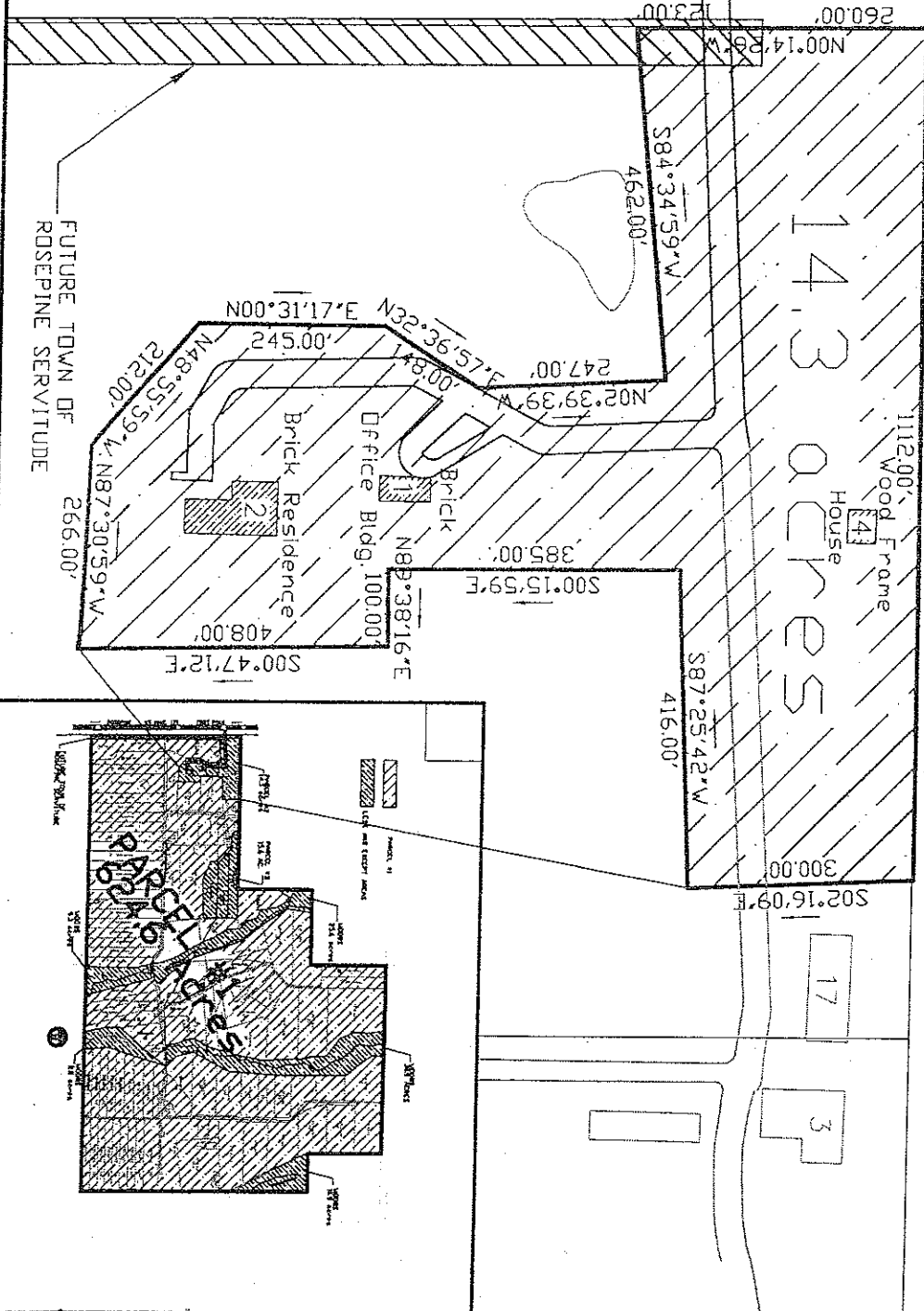
And the East Half of the Southwest (E 1/2 of the SW 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4 of the NE 1/4), and the Southeast Quarter (SE 1/4) of Section 27, All in Township One (1) South, Range Nine (9) West, containing Seven Hundred Forty (740) acres, more or less.

Parcel #2 has three (3) permanent structures that will be included in the Parcel #2 lease. #1 on the attached map is a Wood Frame, Brick Veneer Office Building, #2 is a Wood Frame, Brick Veneer Residence, and #4 is a Wood Frame Residence.

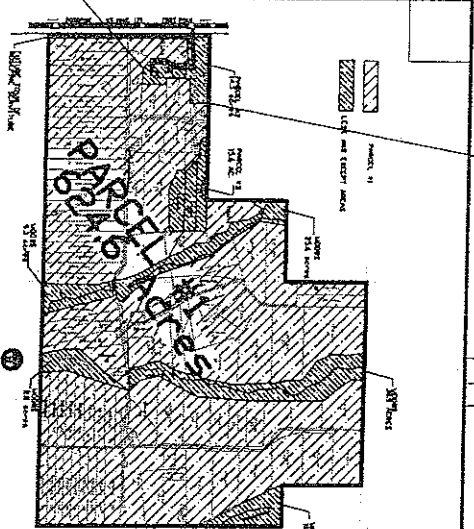
← ROSEPINE US HWY. 171 FORT POLK →

PARCEL #2

14.3 acres



FUTURE TOWN OF ROSEPINE SERVICITUDE



LEASE (PARCEL #2)  
ROSEPINE RESEARCH STATION  
CENTRAL REGION  
HWY. 171  
ROSEPINE, LOUISIANA

ENGINEER:	SCALE: AS SHOWN
DRAWN BY: SR	SHEET 1 OF 1 SHEETS
DATE: 08/17/2011	FILE NAME: Rosepine#2
REVISION:	CHECKED BY:
