

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

R.S. 44:104

EXTRACT OF LEASE/OPTION/AMENDMENT

LESSORS NAME:

SOUTHERN TEACHERS AND PARENTS FEDERAL
CREDIT UNION

LESSEES NAME:

SOUTHERN UNIVERSITY BOARD OF SUPERVISORS FOR
THE SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

LEASE NUMBER:

19-0077

LEASE TERM:

07/01/2010 THROUGH 06/30/2015

OPTION TERM:

FIVE (5), ONE (1) Year Options

BRIEF DESCRIPTION OF PROPERTY:

"2,587 square feet of usable space located at 730 Harding Boulevard, Baton Rouge, Louisiana, to be used by the Southern University and A&M College at Baton Rouge, as the Research and Strategic Initiatives Department Offices, with twenty-seven (27) parking spaces provided."

WITNESS:

Foranick Brown
Printed Name: Foranick Brown

Shirley H. Combs
Printed Name: Shirley H. Combs

LESSOR: SOUTHERN TEACHERS AND PARENTS
FEDERAL CREDIT UNION

BY: Shirley H. Combs

Date: 8/25/2010

LESSEE: SOUTHERN UNIVERSITY BOARD OF
SUPERVISORS FOR THE SOUTHERN UNIVERSITY AND
A&M COLLEGE SYSTEM

Trace J. Woods
Printed Name: Trace J. Woods

Katie B. Smith
Printed Name: Katie B. Smith

BY: DR. RONALD MASON, JR.
DR. RONALD MASON, JR., PRESIDENT

Date: 1-20-11

APPROVED:
This 10th day of February, 2010.

Office of the Governor
Division of Administration

BY: John Davis
John Davis, Director
Facility Planning and Control

LEASE**STATE OF LOUISIANA****PARISH OF EAST BATON ROUGE**

The following contract of lease is made and entered into this 4th day of AUGUST, 2010, by and between **SOUTHERN TEACHERS & PARENTS FEDERAL CREDIT UNION**, hereinafter referred to as "Lessor", and the **STATE OF LOUISIANA, SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM**, herein represented by the undersigned, hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of FIVE (5) years, commencing JULY 1, 2010, and ending JUNE 30, 2015, the following described property:

"2,587 square feet of usable space located at, 730 Harding Blvd., Baton Rouge, Louisiana, to be used by the Research and Strategic Initiatives Department Office, at the rate of \$10.7447, per square foot per annum with Twenty-Seven (27) parking spaces provided."

2.

The consideration of this lease is the payment by Lessee to Lessor of the sum of **ONE HUNDRED THIRTY-EIGHT THOUSAND, NINE HUNDRED EIGHTY-TWO AND 80/100 (\$138,982.80) DOLLARS** in **SIXTY (60)** equal installments of **TWO THOUSAND, THREE HUNDRED SIXTEEN AND 38/100 (\$2,316.38) DOLLARS** each, the first installment being due and payable on the 1ST day of JULY, 2010, and the remaining installments being due and payable, respectively on the 1ST day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment for a period of thirty (30) days after Lessee actually occupies the leased premises. In any event rent is earned from the date of actual occupancy.

3.

Lessor grants to the Lessee the option to extend this lease from the end of its term for an additional period of FIVE (5), ONE (1) year terms, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to the expiration date of this lease. The rental rate per square foot shall also be the same as specified in the primary lease.

4.

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until Lessor has provided Lessee with thirty (30) days prior written notice that the leased premises are ready for occupancy or at such time as Lessee takes occupancy thereof, whichever shall occur first. However, in no event shall Lessee accept occupancy prior to the commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval of Division of Administration. Furthermore, under no circumstances shall occupancy be deemed to commence until the documentation provided for, relative to asbestos and the State Fire Marshal's Office requirements, elsewhere herein is furnished as required.

5.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

6.

All monthly payments of rent as herein fixed shall be paid by Lessee to: **Southern Teachers & Parents Federal Credit Union, ATTN: Eldridge Etienne, 728 Harding Blvd., Baton Rouge, LA, 70807** until notified in writing differently by Lessor.

7.

LESSOR agrees that the building, grounds, and facilities herein leased shall comply with the requirement of R.S.40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED. Specifically R.S.40:1731-1744.

8.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or

other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and equipment.

9.

Annually, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

10.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

11.

Lessor further agrees to do painting and wall covering of the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals.

12.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs,

surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

13.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

14.

Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The

occurrence from Lessee and finished to match existing wall within 7 calendar days. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within 24 hours of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

15.

All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by the Lessee.

Communications cable/wire shall be provided in the lease space by the Lessor.

All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by the Lessee. The Lessor shall provide space and environment for this equipment. The Lessor's cable/wire shall terminate in the same space as the Lessee's equipment.

The Lessor shall have the local telephone company provide a service entrance cable into the leased space. The telephone company's service cable shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of lease space to be occupied. The Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable.

The Lessee will order and pay for, through the Office of Telecommunications Management, dial tone and data services from the telephone company. The Lessor shall provide interconnection between the telephone company's RJ21X demarc and the Lessor's wiring connection demarc.

If the lease space has elevators, the Lessor shall provide each elevator that will be used by Lessee personnel

16.

LESSOR shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal.

17.

Complete janitorial services, including restroom and custodial supplies shall be provided by the **LESSOR**.

LESSOR shall provide pest control services on a monthly basis.

18.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

19.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

20.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be

If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

21.

Lessor agrees to carry Fire and Extended Coverage Insurance on the building structure equal to 80% of its value. Lessee agrees to carry commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the lessee.

Lessor further agrees to waive any rights or claims, other than for intentional acts, against the Lessee, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

22.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of

option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

24.

In the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days notice.

25.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

26.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

Southern Teachers & Parents
Federal Credit Union
728 Harding Blvd.
Baton Rouge, LA 70807
225-775-8597

Division of Administration
Facility Planning and Control
Real Estate Leasing Section
P. O. Box 94095, Capitol Station
Baton Rouge, LA 70804-9095

27.

Upon execution and approval of the lease, it will be the responsibility of the Lessor to have the lease or extract

All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated pursuant thereto.

The Lessor must provide appropriate documentation from the Architect, Engineer, or Contractor of Record of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for submittal to the Department of Environmental Quality, Air Quality Division for review and approval. If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A of the functional space indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the space is occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans". The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plans will cause automatic

All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section by the Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

29.


The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with LA R.S. 39:1641(A).

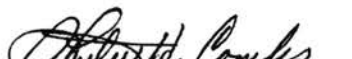
30.

When requested by the State, Lessor shall execute a Subordination of Lessor's Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.

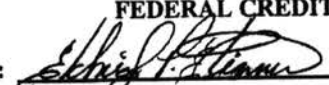
IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

WITNESS:


Printed Name: Larique Brown


Printed Name: Shirley H. Combs


LESSOR: SOUTHERN TEACHERS AND PARENTS
FEDERAL CREDIT UNION

BY: 

Date: 8/25/2010

LESSEE: SOUTHERN UNIVERSITY BOARD OF
SUPERVISORS FOR THE SOUTHERN UNIVERSITY AND
A&M COLLEGE SYSTEM


Printed Name: Fred T. Woods


Printed Name: Katie B. Smith

BY: 
DR. RONALD MASON, JR., PRESIDENT

Date: 1.26.11

APPROVED:

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
P.O. BOX 94095, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804-9095

STATE OF LOUISIANA

PARISH OF East Baton Rouge

AFFIDAVIT ATTESTING THAT A PUBLIC LEASE
IS BEING CONTEMPLATED

KNOW ALL MEN BY THESE PRESENT, that a public lease with the State of Louisiana is contemplated by and between

Southern Teachers & Parents Federal Credit Union *****

(Name and Address of Lessor)

728 Harding Blvd., Baton Rouge, LA 70807

herein referred to as Lessor and the State of

Southern University Board of Supervisors For

Louisiana Southern University and A&M College System herein referred to as Lessee.

(Name of Department)

LESSOR is represented herein by Eldridge P. Etienne

(Name of Affiant)

who attests that he is

empowered and authorized by lessor to execute this document.

FURTHER, Eldridge P. Etienne

(Affiant)

, who first being duly sworn, did depose and

attest that the following information is true and correct in all respects as stated:

1. Location of land and/or improvements being leased. 730 Harding Blvd., Baton Rouge, LA 70807
2. Name of party or parties to the lease (Lessor): Southern Teachers & Parents Federal Credit Union
(Type or print name of lessor)
3. If Lessor is a corporation, list individuals, partnerships or other corporations owning 10% or more in common and/or preferred stock of the Lessor Corporation. If Lessor is a partnership, list all partners: _____
4. Name of representative of Lessor: Eldridge P. Etienne
(Type or print name of individual who is authorized to sign lease for lessor.)
5. Indicate how Lessor controls property to be leased (check appropriate blank):
☒ Ownership ☐ Leasehold ☐ Written option ☐ Purchase agreement
Upon request, Lessor may be required to provide additional information and documentation relating to control. If Lessor controls property by ownership, give date acquired: 1968
From whom acquired: _____
Date improvements were constructed: 1998 - 1999
3. If Lessor controls property other than by ownership, name current owner(s) of property. _____
N/A
Date property acquired by current owner: _____
From whom acquired: _____
Date improvements were constructed: _____
If current Owner is a corporation, list all individuals, partnerships or other corporations owning 10% or more in common and/or preferred stock of the Owner corporation. If Owner is a partnership, list all partners: _____
7. Any other parties who are or who may become financially interested in the lease: (Mortgagors and or Owners of Notes or Debenture Bonds equal to 10% or more of the appraised value of the leased property) _____
3. Terms of the lease: No. of Years Five (5) No. of Sq. Ft. 2,587 @ \$ 10.7447 Per Sq. Ft.
Per Year on an Annual Basis Total Rent \$ 27,796.56 Option to Renew: ☒ Yes ☐ No No. of Years. _____

Failure to provide the complete and correct information required in this Affidavit shall be cause for the voiding of the lease.
A copy of this Affidavit shall be attached to the lease agreement or contract.

BEFORE ME, the undersigned authority; personally appeared Eldridge P. Etienne

(Affiant)

_____, who being duly sworn did depose and state that the above is true and correct
in all respects recited.

WITNESSES:

Carolyn Stephens

Printed Name CAROLYN Stephens

Josie Washington

Printed Name Josie Washington

SWORN TO AND SUBSCRIBED before me, this 25th

day of August

, 2010.

Notary Public

Printed Name Dorothy F Jackson

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
P.O. BOX 94095, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804-9095

STATE OF LOUISIANA

PARISH OF East Baton Rouge

AFFIDAVIT ATTESTING THAT A PUBLIC LEASE
IS BEING CONTEMPLATED

KNOW ALL MEN BY THESE PRESENT, that a public lease with the State of Louisiana is contemplated by and between

Southern Teachers & Parents Federal Credit Union *****

(Name and Address of Lessor)

728 Harding Blvd., Baton Rouge, LA 70807

herein referred to as Lessor and the State of

Southern University Board of Supervisors For
Louisiana Southern University and A&M College System herein referred to as Lessee.
(Name of Department)

LESSOR is represented herein by Eldridge P. Etienne who attests that he is
(Name of Affiant)

empowered and authorized by lessor to execute this document.

FURTHER, Eldridge P. Etienne, who first being duly sworn, did depose and
(Affiant)
attest that the following information is true and correct in all respects as stated:

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2. Name of party or parties to the lease (Lessor): Southern Teachers & Parents Federal Credit Union
(Type or print name of lessor)
3. If Lessor is a corporation, list individuals, partnerships or other corporations owning 10% or more in common and/or preferred stock of the Lessor Corporation. If Lessor is a partnership, list all partners:
4. Name of representative of Lessor: Eldridge P. Etienne
(Type or print name of individual who is authorized to sign lease for lessor.)
5. Indicate how Lessor controls property to be leased (check appropriate blank):
☒ Ownership ☐ Leasehold ☐ Written option ☐ Purchase agreement
Upon request, Lessor may be required to provide additional information and documentation relating to control. If Lessor controls property by ownership, give date acquired: 1968
From whom acquired: _____
Date improvements were constructed: 1998 - 1999
6. If Lessor controls property other than by ownership, name current owner(s) of property. _____
N/A
Date property acquired by current owner: _____
From whom acquired: _____
Date improvements were constructed: _____
If current Owner is a corporation, list all individuals, partnerships or other corporations owning 10% or more in common and/or preferred stock of the Owner corporation. If Owner is a partnership, list all partners: _____
7. Any other parties who are or who may become financially interested in the lease: (Mortgagors and or Owners of Notes or Debenture Bonds equal to 10% or more of the appraised value of the leased property) _____
8. Terms of the lease: No. of Years Five (5) No. of Sq. Ft. 2,567 @ \$10.7447 Per Sq. Ft.
Per Year on an Annual Basis Total Rent \$27,796.56 Option to Renew: ☒ Yes ☐ No No. of Years. _____

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BEFORE ME, the undersigned authority; personally appeared Eldridge P. Etienne
(Affiant)

_____, who being duly sworn did depose and state that the above is true and correct in all respects recited.

WITNESSES:

Printed Name _____

Printed Name John A. Dickinson

SWORN TO AND SUBSCRIBED before me, this 25 day of April, 2008

day of

, 20

Notary Public

Bar # or ID# 20076

Printed Name _____