


THE UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION  
*Université des Acadiens*

## Memorandum

Date: December 21, 2005

To: ✓ Dr. Ray Authement  
Mr. Rusty Cloutier

From: Julie Bolton Falgout  
Executive Director 

RE: Final draft for amended joint operating agreement

**RECEIVED**

DEC 21 2005

**Office of the President**

---

Per our conversations, please review the attached final draft of the joint operating agreement for the University and Foundation. If at all possible, I would like to have all authorized signatures by year-end. I can make arrangements for all parties to meet at Jody Zaunbrecher's office for signing and notarizing. Please call me to discuss at your earliest convenience. Thank you.



JOA

# PERRET DOISE

A PROFESSIONAL LAW CORPORATION

MAILING ADDRESS:  
P. O. DRAWER 3408  
LAFAYETTE, LOUISIANA 70502-3408

SUITE 1600, FIRST NATIONAL BANK TOWERS  
600 JEFFERSON STREET  
LAFAYETTE, LOUISIANA 70501  
TELEPHONE (337) 262-9000  
FACSIMILE (337) 262-9001

INTERNET:  
JZAUNBRECHER@PERRETDOISE.COM

**LESTER J. ZAUNBRECHER**  
BOARD CERTIFIED SPECIALIST IN TAXATION  
BOARD CERTIFIED ESTATE PLANNING  
AND ADMINISTRATION SPECIALIST

OUR FILE NUMBER:  
1661.3

December 16, 2005

**RECEIVED**

DEC 21 2005

Ms. Julie Bolton Falgout,  
Executive Director  
University of Louisiana at Lafayette Foundation  
P. O. Box 44290  
Lafayette, LA 70504

**Office of the President**

*Re: Amended and Restated Joint Operating Agreement - ULL and ULLF*

Dear Julie:

Enclosed please find a Memorandum which Carol has prepared which outlines the status of the Amended and Restated Joint Operating Agreement, the Lease Agreement and the Governing Provisions, as same could be determined from the information in our files.

In addition, please find a new binder containing the following updated documents:

1. Amended and Restated Joint Operating Agreement;
2. Exhibit "A" Fund Raising Policies and Guidelines dated May 30, 1997;
3. Exhibit "B" Lease Agreement;
4. Exhibit "C" Governing Provisions of the University Art Museum;
5. Annex "A" - Policy on Acquisition and Disposal of Art for the University Art Museum; and
6. Lease Agreement.

For your convenience in noting the changes made to the Amended and Restated Joint Operating Agreement, Lease Agreement and Governing Provisions, I have enclosed redlined versions which highlight the changes made.

I ask that you review the enclosed very carefully to insure that the terms and provisions are in accordance with the wishes of the Foundation and the University.

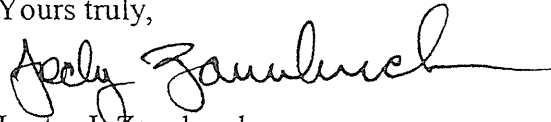
In addition, with regard to the Governing Provisions which you furnished from Joel Gooch, I have retyped same and enclose a redline of his version with our current version. His version had several comments and questions that need to be addressed if they are to be used.

Ms. Julie Bolton Falgout  
December 16, 2005  
Page 2

---

Please contact me next week to schedule a meeting so we can finalize these matters.

Yours truly,

A handwritten signature in black ink, appearing to read "Lester J. Zaunbrecher". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Lester J. Zaunbrecher

Enclosure

MEMORANDUM

**TO:** LJZ  
**FROM:** CAS  
**DATE:** December 15, 2005 (1:31PM)  
**RE:** AMENDED AND RESTATED JOINT OPERATING AGREEMENT

---

Attached is a new binder containing updated versions of the following:

1. Amended and Restated Joint Operating Agreement and Exhibits; and
2. Lease Agreement (NOTE: Still need to confirm legal description to be attached - Check with Julie re: any survey that may have been prepared).

After reviewing the file, I found the following:

**AMENDED AND RESTATED JOINT OPERATING AGREEMENT:**

The last version of the Amended and Restated Joint Operating Agreement was in December 2003. The binder containing this version has handwritten notes on it by you, but those changes were never made because there is no version on the computer with them in it. I have added the changes noted to the current version 12/15/05. I have prepared a Redlined Copy from the last version so you can see the changes I have made.

**Governing Provisions:**

The last version of the Governing Provisions was revised in September, 2004; however, I found that one of your handwritten changes was not made - why I do not know. It was in Section 4 and your handwritten notes reflect "monthly" to be changed to "quarterly. I made that change and it is in the current version 12/15/05, but might want to check that they did intend this change to be made. Maybe there was a reason why they didn't want to change it.

**Governing Provisions PREPARED BY JOEL GOOCH:**

As requested, I scanned Gooch's revised Governing provisions and the scanned version is attached. IT IS NOT FINAL BECAUSE HE IS NOTING QUESTIONS TO BE ASKED. Accordingly, I did not include this version in our current version 12/15/05. I have prepared a Redlined Copy of ours to Gooch's and it is attached.

**LEASE AGREEMENT:**

It was sent by Dr. Authement to Sally Clausen to be signed on behalf of the University of Louisiana Board of Supervisors on 12/15/03 and approved on 01/09/04, BUT WE DO NOT HAVE A COPY SIGNED BY the University of Louisiana Board of Supervisors. (See attached letter and resolution). I have revised the Lease to provide for the rental and term as per Julie's email today and left all dates blank, as well as the name of the President of ULLF. See attached Redlined Copy of last version of Lease with revised version in Binder.

**ALSO NOTE:**

**All of these documents - the last version and the current versions prepared today 12/15/05 have been moved to a file under "Jt. Op. Agmt" on the computer entitled "FINAL VERSIONS" so that there will be no further confusion with where things stand.**

# PERRET DOISE

A PROFESSIONAL LAW CORPORATION

MAILING ADDRESS:  
P. O. DRAWER 3408  
LAFAYETTE, LOUISIANA 70502-3408  
INTERNET:  
JZAUNBRECHER@PERRETDOISE.COM

SUITE 1200, FIRST NATIONAL BANK TOWERS  
600 JEFFERSON STREET  
LAFAYETTE, LOUISIANA 70501  
TELEPHONE (337) 262-9000  
FACSIMILE (337) 262-9001

OF COUNSEL:  
LIPPMAN & MAHFOUZ, L.L.C.  
MORGAN CITY, LOUISIANA

LESTER J. ZAUNBRECHER

BOARD CERTIFIED SPECIALIST IN TAXATION  
BOARD CERTIFIED ESTATE PLANNING  
AND ADMINISTRATION SPECIALIST

OUR FILE NUMBER:

1661.000

February 17, 2004

## HAND DELIVERED

Ms. Julie Bolton Falgout  
University of Louisiana at Lafayette Foundation  
P. O. Box 44290  
Lafayette, LA 70504

Re: *Lease Agreement with ULLF - New Art Museum*

Dear Julie:

I have reviewed the signed copy of the referenced Lease which you furnished to me and have confirmed that it is the last version that we prepared and can now be signed on behalf of ULLF. I ask that once the Lease is signed completely by all parties, that you please forward a copy to me for our records.

Should you have any questions or require anything further, please advise.

Yours truly,



LESTER J. ZAUNBRECHER

Enclosures

RECEIVED

UL LAFAYETTE  
FOUNDATION



Office of the President

P. O. Drawer 41006  
Lafayette, LA 70504-1008  
(337) 482-6203  
Fax: (337) 482-5914  
e-mail: president@louisiana.edu

December 15, 2003

Université des Acadiens

Dr. Sally Clausen  
President.  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Clausen:

The University of Louisiana at Lafayette requests approval by the Board of Supervisors to enter into a lease agreement with the UL Lafayette Foundation for the new University Art Museum, which is now substantially complete (proposed lease documents are attached).

The lease is similar to a lease on the old University Art Museum, which has been in effect since the 1960's (the old museum is now a part of the museum complex).

I respectfully request that this request be placed on the agenda for the January 9, 2004 meeting of the Board.

Sincerely,

Ray Authement  
President

jl

Attachments

RECEIVED

UL LAFAYETTE  
FOUNDATION

Approved by the Board of Supervisors  
for the University of Louisiana System

on January 9, 2004

By: [Signature]

J. Douglas Lee,  
Assistant Vice President for Facilities Planning

**Subject:** G.3 ULL Univ Art Museum.doc  
**From:** "Renee Lorio" <rlorio@uls.state.la.us>  
**Date:** Wed, 4 Feb 2004 15:13:47 -0600  
**To:** <president@louisiana.edu>  
**CC:** "Douglas Lee" <dlee@uls.state.la.us>

**RECEIVED**

FEB 04 2004

**Office of the President**

Sherry Young,

Per our conversation please find attached executive summary for ULL's January 9, 2004 agenda item regarding the University Art Museum.

Please let me know if you have any questions.

Renee/Doug



BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

Office of the President

REPORT OF THE FACILITIES PLANNING COMMITTEE

January 9, 2004

- Item G.3. University of Louisiana at Lafayette's request to enter into a Lease Agreement with University of Louisiana at Lafayette Foundation for the new University Art Museum.

EXECUTIVE SUMMARY

The University is requesting Board approval to lease the recently completed University Art Museum that was financed and constructed by the University of Louisiana at Lafayette Foundation. The new 34,173-square-foot facility cost \$8 million and is to be used exclusively as an art museum including exhibitions. Please see the attached article in *LA LOUISIANE*, Fall 2003 publication.

Term and Conditions of the Agreement

Term: 99 years

Annual Rent: Equal to the liability and property insurance required on the facility.

University's responsibilities: Operations, maintenance, repair.

Source of Funds: Funds to pay operations, maintenance, and repair costs will come from a student self-assessed fee and foundation contributions.

RECOMMENDATION

It is recommended that the following resolution be adopted:

*NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System does hereby approve University of Louisiana at Lafayette's request to enter into a Lease Agreement with University of Louisiana at Lafayette Foundation for the new University Art Museum.*

*BE IT FURTHER RESOLVED, that Dr. Ray Authement, President of University of Louisiana at Lafayette, is hereby designated and authorized to sign any and all documents related to the Lease Agreement.*

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.

LEASE AGREEMENT BETWEEN  
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION  
AND UNIVERSITY OF LOUISIANA AT LAFAYETTE  
(ART MUSEUM)

THIS LEASE AGREEMENT is executed on the dates noted below by and between:

UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION, (TI#72-6023836), a non-profit corporation organized and existing under the laws of the State of Louisiana, appearing and acting herein by and through its undersigned duly authorized representatives, whose permanent mailing address is Post Office Box 44290, Lafayette, LA 70504 (hereinafter "Lessor");

and

UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS, (TI#72-0768389), the management board of the University of Louisiana System, represented herein by \_\_\_\_\_, \_\_\_\_\_, duly authorized by Resolution of said Board of Supervisors and acting for the benefit of the University of Louisiana at Lafayette, a university under the management of said Board, and Dr. Ray Authement, President of the University of Louisiana at Lafayette, hereinafter referred to as "UL Lafayette", whose permanent mailing address is 104 University Circle, Lafayette, LA 70503, and sometimes hereinafter referred to as "Lessee".

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases unto Lessee and Lessee hereby leases from Lessor, upon and subject to the terms of this Lease Agreement (this "Agreement") the property described on Exhibit "A" attached hereto and made a part hereof (the "Leased Property").

2. TERM

2.1 Primary Term. This Agreement shall have a primary term (the "Primary Term") of \_\_\_\_\_ (\_\_) years, commencing on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

2.2 Option. Lessor hereby grants to Lessee, as additional consideration for this Agreement, the right and option to extend the term of this Agreement for \_\_\_\_\_ (\_\_) additional years (hereinafter the "Extension Period") by giving Lessor written notice of such intent to extend the term of this Agreement at least one hundred and eighty (180) days before the expiration of the Primary

Term or any extension thereof. The same terms and provisions applicable to the relationship between Lessor and Lessee during the Primary Term shall govern the relationship hereunder during any Extension Period, except for the rental which shall be renegotiated by the parties.

### 3. RENT

3.1 Lessee agrees to pay Lessor rent on the Leased Property during the Primary Term in the amount of \_\_\_\_\_ per month. The rent for each month shall be due and payable on the first day of each month at Lessor's address shown above. Thereafter, the rental payments shall be due and payable on the same day of each succeeding month. If the first and last days of the term of this Agreement are on dates other than the first day of a month, then the rent due for the months in which the first and last days of the term of this Agreement fall shall be prorated with the prorated rent for the first month being due and payable on the first day of the Primary Term of this Agreement.

### 4. IMPROVEMENTS

4.1 At the termination of this Agreement, all new constructions, buildings, alterations, improvements or fixtures which have been made by Lessee shall be and remain the property of Lessee and those which may be removed without damage to the Leased Property may be removed by Lessee so long as such fixtures are removed prior to termination of this Agreement; all other improvements constructed on or added to the Leased Property shall remain and become the property of Lessor.

### 5. USE OF LEASED PROPERTY

5.1 Lessee shall operate and maintain the Leased Property exclusively as an art museum, and for no other use or purpose.

5.2 Lessee shall operate and maintain the Leased Property in a careful and prudent manner and shall not commit or allow any waste or damage to be committed on any portion of the Leased Property; at the termination of this Agreement, by lapse of time or otherwise, Lessee shall deliver the Leased Property to Lessor in the same condition as at date of possession by Lessee, ordinary wear and tear excepted. Upon termination of this Agreement, Lessor shall have the right to re-enter and resume possession of the Leased Property.

5.3 Lessee shall comply with all valid laws, ordinances, rules and regulations made by any governmental authority applicable to the occupancy or use of the Leased Property, including, without limitation thereto, all laws, rules and regulations respecting zoning, safety, fire, and fire hazards.

### 6. MAINTENANCE AND REPAIR

6.1 Lessee agrees, at Lessee's sole cost and expense, to keep in good order and repair, the entirety of the Leased Property including, without limitation thereto, the roof, floor, foundation, and structural portions of the building, all components of the air conditioning and heating system, coolers, and plumbing and electrical components of the Leased Property.

6.2 Any and all costs and expenses of maintenance, upkeep and clean up associated with the operation of the Leased property, including without limitation any events or activities held on the Leased Property, shall be the sole responsibility of Lessee.

## 7. INDEMNITY AND PUBLIC LIABILITY INSURANCE

7.1 Lessor agrees to defend, indemnify and save harmless Lessee from and against all claims, of any nature, arising from any defect in the Leased Property or from any act, omission or negligence, whether sole or concurrent, of Lessor or Lessor's contractors, agents, employees, invitees, licensees or servants, or arising from any accident or injury (including death) caused to person or property occurring during the term hereof, whether upon or in the Leased Property including, without limitation thereto, the building constituting part of the Leased Property. Lessor's indemnity obligations set forth in this Section 7.1 shall also apply to any situation in which Lessee's liability is based on any theory of strict liability under law. This indemnity shall include costs incurred in proceedings brought upon the basis of such claims and the defense thereof, specifically including, but without limitation thereto, attorney's fees. Lessee shall have no responsibility for the condition of the Leased Property and is not liable for injury, death and/or damage caused by any defect therein to Lessor or anyone else.

7.2 Lessee agrees to defend, indemnify and save harmless Lessor from and against all claims, of any nature, arising from any act, omission or negligence, whether sole or concurrent, of Lessee or Lessee's contractors, agents, employees, invitees, licensees or servants, or arising from any accident or injury (including death) caused to person or property occurring during the term hereof, whether upon or in the Leased Property including, without limitation thereto, the building constituting part of the Leased Property. This indemnity shall include costs incurred in proceedings brought upon the basis of such claims and the defense thereof, specifically including, but without limitation thereto, attorney's fees.

7.3 Lessee shall maintain liability insurance for personal injury, death and property on the Leased Property and shall name Lessor as an additional insured thereon; such insurance shall have minimum liability limits of \$\_\_\_\_\_ per person and \$\_\_\_\_\_ occurrence. Upon request, Lessor shall be provided with certified copies of all such policies or other acceptable evidence of such coverage. All such policies shall also provide that they may not be amended or canceled without ten (10) days prior notice to Lessor.

7.4 Lessor shall keep in full force and effect during the term of this Agreement, at its sole cost and expense, insurance in the minimum amount of \$\_\_\_\_\_ on the building and improvements constructed on the real estate constituting part of the Leased Property protecting Lessor against all risk of loss to the said building and improvements arising from fire, windstorm, explosion, lightning, flood (if the Leased Property is in a flood zone), vandalism and other similar casualties.

## 8. TAXES

8.1 All taxes assessed against any of the Leased Property for the term of this Lease Agreement or any extensions hereof are to be paid by Lessor. All such taxes shall be prorated for the first and last years of the term of this Agreement. All taxes assessed upon the improvements or constructions made by Lessee on the Leased Property shall be paid by Lessee.

## 9. LESSOR'S COVENANT OF TITLE AND QUIET ENJOYMENT

9.1 Lessor covenants that Lessor has good title to the Leased Property, does warrant and will defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the Leased Property.

## 10. DEFAULT

10.1 If Lessee fails to pay any rent or other amount herein provided within ten (10) days after receipt of written notice thereof from Lessor, (which notice may be forwarded by Lessor to Lessee immediately upon the failure of Lessee to pay the rent or other amount when due), Lessor shall have the right to exercise any one of the remedies provided in Section 10.3 below.

10.2 If Lessee fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Lessee, and if Lessee fails to remedy, cure or remove such failure within twenty (20) days after receipt of written notice thereof from Lessor, (which notice may be forwarded by Lessor to Lessee immediately upon the failure of Lessee to keep or perform any provision of this Lease), Lessor shall have the right to exercise any one of the remedies provided in Section 10.3 below.

10.3 In the event of a default enumerated in either Sections 10.1 or 10.2 hereinabove occurs, Lessor shall be entitled to exercise any, or all, of the following remedies: (a) to immediately terminate this Lease, and to sue for and collect past due rent plus attorney's fees and court costs, (b) to take possession of the Leased Property and to sue for and recover all rents, and other payments, then accrued, plus any attorney's fees and court costs, or (c) any remedy otherwise authorized under law.

10.4 If Lessee fails to timely pay any rent, taxes or other monies due from Lessee pursuant to this Agreement, then Lessee shall pay Lessor interest at the rate of seven (7%) percent per annum, or the highest lawful legal interest authorized by law, whichever is lower, on such rent, taxes or other monies which interest shall accrue from, and beginning with, the date as of which Lessee should have paid such monies.

## 11. NOTICES

11.1 Service of all notices under this Agreement shall be sufficient if given personally or

mailed via registered mail or certified mail return receipt requested to the party involved at his respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. As an alternative method of service on Lessee, Lessor may deliver such notice to the Leased Property and leave same at any entrance to the Leased Property; any such notice left at the Leased Property shall be considered received by Lessee as of the date of delivery of such notice to the Leased Property. Any such notice mailed to Lessee shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

## 12. WAIVER

12.1 No delay in or failure to exercise any right granted herein shall impair any such right or shall act as a waiver of any subsequent breach by either party, and any acceptance by Lessor of any payment by Lessee shall not constitute a waiver with regard to any such default committed prior thereto, nor of any subsequent or continued breach of this Agreement by Lessee.

## 13. DESTRUCTION OF PREMISES AND EXPROPRIATION

13.1 In event of damage to the Leased Property caused by fire, flood, lightning, storm, earthquake, explosion, or other similar casualty not the fault of Lessee, and if as a result of such casualty the Leased Property should be damaged so as to be wholly unfit for occupancy, then Lessee shall have the option, exercisable within thirty (30) days after the occurrence of such casualty by notice in writing to Lessor, to declare this Agreement canceled. However, all proceeds of the insurance required to be carried by Lessee on the Leased Property shall nonetheless be paid to Lessor. Should the Leased Property be only partially damaged by such casualty, Lessor shall have the option, exercisable within one hundred and eighty (180) days after receipt of written notice from Lessee of the occurrence of such casualty by Lessor giving notice in writing to Lessee, to declare this Agreement canceled; if Lessor does not exercise his said option to declare this Agreement canceled, Lessor shall repair such damage with due diligence using the proceeds of the insurance policy required to be carried on the Leased Property herein and the rent paid by Lessee shall be reduced prorata, until such repairs are completed, based on the unusable space in the building constituting part of the Leased Property.

13.2 Lessee waives subrogation against Lessor and agrees to have waivers of subrogation included in any policies taken out by Lessee and which cover the Leased Property and/or the use or occupancy of the Leased Property.

## 14. SUBLEASE PROVISIONS.

14.1 Lessee may not sublease or assign its rights under this Agreement.

## 15. MISCELLANEOUS PROVISIONS

15.1 The terms hereof shall be binding upon and shall inure to the benefit of the heirs,

executors, administrators, successors and assigns, of Lessor and Lessee.

15.2 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Louisiana as the same may from time to time exist.

15.3 The paragraph headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

15.4 This instrument may be executed in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the \_\_\_ day of \_\_\_\_\_, 200\_\_\_, in the presence of the undersigned competent witnesses.

WITNESSES:

UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 4<sup>th</sup> day of February, 2004, in the presence of the undersigned competent witnesses.

WITNESSES:

UNIVERSITY OF LOUISIANA AT LAFAYETTE

J. Julie Leday

By:

Ray Authement

DR. RAY AUTHEMENT,  
PRESIDENT

Aina R. Bienvenue

IN WITNESS WHEREOF, the undersigned have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, in the presence of the undersigned competent witnesses.

WITNESSES:

UNIVERSITY OF LOUISIANA AT LAFAYETTE  
FOUNDATION

\_\_\_\_\_

By: \_\_\_\_\_  
JULIE BOLTON FALGOUT,  
EXECUTIVE DIRECTOR

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
JAMES H. PRINCE,  
PRESIDENT

\_\_\_\_\_



EXHIBIT A

---

Description of the Leased Property

---

[Insert Property Description]

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared JULIE BOLTON FALGOUT, to me known, who declared and acknowledged to me, Notary, that she is the Executive Director of University of Louisiana at Lafayette Foundation; that as such duly authorized officer, by and with the authority of said organization, she signed and executed the foregoing instrument as the free and voluntary act and deed of said organization, for and on behalf of said organization and for the uses, objects and purposes therein set forth.

---

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared JAMES H. PRINCE, to me known, who declared and acknowledged to me, Notary, that he is the President of University of Louisiana at Lafayette Foundation; that as such duly authorized officer, by and with the authority of said organization, he signed and executed the foregoing instrument as the free and voluntary act and deed of said organization, for and on behalf of said organization and for the uses, objects and purposes therein set forth.

---

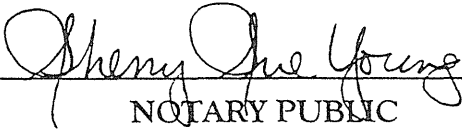
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on this 4<sup>th</sup> day of February, 2004, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared DR. RAY AUTHEMENT, to me known, who declared and acknowledged to me, Notary, that he is the President of the University of Louisiana at Lafayette; that as such duly authorized officer, by and with the authority of said organization, he signed and executed the foregoing instrument as the free and voluntary act and deed of said organization, for and on behalf of said organization and for the uses, objects and purposes therein set forth.

  
\_\_\_\_\_  
NOTARY PUBLIC  
id: 014729

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BE IT KNOWN that on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_, to me known, who declared and acknowledged to me, Notary, that he is the \_\_\_\_\_ of The University of Louisiana Board of Supervisors; that as such duly authorized officer, by and with the authority of said organization, he signed and executed the foregoing instrument as the free and voluntary act and deed of said organization, for and on behalf of said organization and for the uses, objects and purposes therein set forth.

---

NOTARY PUBLIC