

[ULLF Letterhead]

John I. Blohm

September ____, 2018

Dear Mr. Blohm:

The University of Louisiana Lafayette Foundation (“ULLF”) is excited to offer you the position of Chief Executive Officer, on the terms that follow. This position will report directly to the Chairman of ULLF and perform the duties as more fully set forth in the attached Job Description of Chief Executive Officer.

As a condition of your employment, you will be required to sign ULLF’s Conflicts of Interest Policy, which is enclosed with this letter. Your first twelve months at ULLF will be a probationary period. You will then have a review and at this time your continued employment will be evaluated.

Your base compensation will be paid by the University of Louisiana Lafayette. Thus, all payroll practices will be governed by the University of Louisiana Lafayette. Through reimbursement procedures established by the University of Louisiana Lafayette, ULLF, and in accordance with La. R.S. 17:3390, ULLF shall pay to Employee the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement benefits:

- a. either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount to be agreed between the employee and the Foundation; and
- b. monthly dues for a membership at Oakbourne Country Club.

You may terminate your employment with ULLF at any time and for any reason whatsoever simply by notifying us. Likewise, ULLF may terminate your employment at any time and for any reason whatsoever, with or without cause or advance notice. This at-will employment relationship cannot be changed except in a writing signed by the Chairman of ULLF. Please note that ULLF may modify the terms of your employment, including, but not limited to, your job position, compensation and benefits, at any time in its sole discretion.

Employee shall maintain confidentiality with respect to any and all information that he receives in the course of his employment hereunder and shall not, during the term of his employment hereunder or thereafter, disclose, use or merit the use of any information of or relating to ULLF in connection with any activity or business and shall not divulge such information to any person or entity whatsoever, except as may be required by law or legal process.

In the event that Employee breaches, or threatens to commit a breach of this Letter Agreement, ULLF shall have the right to seek from any court of competent jurisdiction specific performance

of this Letter Agreement or injunctive relief against any act which would violate any section of this Letter Agreement, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the other party and that money damages will not provide an adequate remedy to the other party.

Nothing herein shall be construed as prohibiting ULLF from pursuing any other remedy at law or in equity to which ULLF may be entitled under applicable law in the event of a breach or threatened breach of this Letter Agreement by Employee including, but not limited to, recovery of costs and expenses such as reasonable attorney's fees incurred by reason of any such breach, actual damages sustained by ULLF as a result of any such breach, and cancellation of any unpaid salary or other amount which may be due to Employee, but only in the event ULLF is successful in its claim.

This letter, including the enclosed Conflicts of Interest Policy, forms the final, complete and exclusive statement of your employment agreement with ULLF. The employment terms in this letter supersede any other agreements or promises made to you by anyone, whether oral or written. Changes to this letter, other than changes reserved to the ULLF's discretion, require a written modification signed by the Chairman of ULLF.

We are excited about the future of ULLF and look forward to having you join us. To indicate your acceptance of this offer, please sign and date this letter and the enclosed Conflicts of Interest Policy and return the signed documents to _____. This Letter Agreement is subject to the approval of the President of the University of Louisiana Lafayette and the Board of Supervisors for the University of Louisiana System ("Board"); therefore the terms and conditions set forth in this Letter Agreement shall be considered a valid contract only upon execution by the parties and written approval by the Board. We look forward to your favorable reply and to the start of a great employment relationship.

Sincerely,
[Chairman of Foundation]

Approved and accepted by the undersigned on the _____ day of _____
2018.

JOHN I. BLOHM