

ENGLAND ECONOMIC AND  
INDUSTRIAL DEVELOPMENT DISTRICT

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THE LASALLE FAMILY FOUNDATION

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT  
AND  
THE LASALLE FAMILY FOUNDATION**

Lease of Property ID: 1603, Building No. 1103  
1603 Frank Luke Blvd, Alexandria, Louisiana 71303

Lease of Property ID: 1406, Building No. 1205  
1406 Van Gossen Drive, Alexandria, Louisiana 71303

Ground Lease of Approximately 10 acres behind Building No. 1103

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**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT**  
**AND**  
**THE LASALLE FAMILY FOUNDATION**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (hereafter, “Agreement”), made and entered into by and between the England Economic and Industrial Development District (“EEIDD”), a political subdivision of the State of Louisiana domiciled in Rapides Parish, by its Executive Director, Ralph Hennessy, and THE LASALLE FAMILY FOUNDATION, LLC., a Delaware Limited Liability Company authorized to do and is doing business in Louisiana (TIN \_\_\_\_-\_\_\_\_\_), herein represented by its Duly Authorized Agent, William McConnell, (“The LaSalle Family Foundation”), made effective the 13th day of July, 2026.

**WITNESSETH:**

**WHEREAS**, pursuant to **La. R.S. 33:130.351** and **La. R.S. 33:130.352**, the EEIDD was created to exist in perpetuity as a political subdivision of the State of Louisiana with a jurisdiction of Rapides Parish and all rights, powers, privileges, and immunities accorded by law and the Constitution of Louisiana to political subdivisions of the state, and with the object and purpose of, *inter alia*, of accepting title from the United States of America to any and all real and personal property and improvements included in England Air Force Base, Louisiana (the “Airpark”), and to utilize that and other property, and all assistance available from the United States government and all other sources, to replace and enhance the economic benefits generated by the former England Airforce Base with diversified activities, including, but not limited to, activities and planned land uses to foster creation of new jobs, economic development, industry, health care, commerce, manufacturing, tourism, relocation of people and businesses to the area, aviation, military, warehousing, transportation, offices, recreation, housing, and conservation, the acquisition of land and improvements, and the construction, operation, and maintenance of facilities, improvements and infrastructure, including buildings, runways, roads, bridges, drainage, and utilities;

**WHEREAS**, pursuant to **Article VI, Sections 19 and 20 of the Louisiana Constitution of 1974**, and **La. R.S. 33:130.351**, the EEIDD, acting through its Board of Commissioners, is granted all of the rights, powers, privileges, and immunities accorded by law and the Constitution of Louisiana to political subdivisions of the state;

**WHEREAS**, pursuant to **La. R.S. 33:130.354**, the exercise of the EEID's powers conferred by **La. R.S. 33:130.351**, *et seq.* is deemed and held to be essential governmental functions of the state, and for the benefit of the people of the state, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions;

**WHEREAS**, pursuant to **La. R.S. 33:130.355**, the EEIDD, through its Board, is granted and is authorized to exercise all powers necessary or convenient for the carrying out of its objects and purposes, including, but not limited to, to hold and use any property, real, personal, or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out the objects and purposes of the EEIDD, to enter into contracts to achieve the EEIDD's object and purposes as the EEIDD may deem necessary or convenient to accomplish the object and purposes of the EEIDD, and to plan, develop, regulate, operate, and maintain activities and planned land uses to foster creation of new jobs, economic development, industry, health care, commerce, manufacturing, tourism, relocation of people and businesses to the area, aviation, military warehousing, transportation, offices, recreation, housing, and conservation, the acquisition of land and improvements, and the construction, operation, and maintenance of facilities, improvements, and infrastructure, including buildings, runways, roads, bridges, drainage, and utilities, and other functions and activities on property owned or leased by the EEIDD to accomplish the object and purposes of the EEIDD and to protect the public health and welfare;

**WHEREAS**, the EEIDD is anticipated to become a party to an Intergovernmental Services Agreement with the United States Department of Homeland Security ("DHS") and United States Immigration and Customs Enforcement ("ICE"), wherein the EEIDD will provide a temporary staging center at the England Airpark to house families, unaccompanied alien children, and adult females for voluntary removal from the United States of America;

**WHEREAS**, the LaSalle Family Foundation is a Delaware Limited Liability Company with a principal place of business in Ruston, Louisiana, is authorized to do and is doing business in Louisiana, and has expressed an interest in providing to the EEIDD those services as described in this Agreement and the IGSA attached herein as **Exhibit “D”** and incorporated by reference herein;

**WHEREAS**, THE LASALLE FAMILY FOUNDATION, in conjunction with providing the above-described services, has also expressed an interest in leasing those premises as described in this Agreement;

**WHEREAS**, the EEIDD and THE LASALLE FAMILY FOUNDATION anticipate that an approved subcontractor may provide one or more services that THE LASALLE FAMILY FOUNDATION intends to undertake through this Agreement, through a separate agreement between THE LASALLE FAMILY FOUNDATION and the approved subcontractor;

**WHEREAS**, the EEIDD is agreeable to THE LASALLE FAMILY FOUNDATION providing, either directly or indirectly through approved subcontracts, the services as described in Article II, Section 2.1, and in leasing to THE LASALLE FAMILY FOUNDATION the exclusive use of the premises as described in Article II, Section 2.2, in exchange for an annual payment, as described in Article II, Section 2.6 of this Agreement;

**WHEREAS**, **Article VII, Section 14(C)** of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

**WHEREAS**, as the EEIDD anticipates a public benefit from THE LASALLE FAMILY FOUNDATION providing the above-described services, and from THE LASALLE FAMILY FOUNDATION leasing and occupying the Premises that is at least equivalent to or greater than the consideration of the EEIDD, as described in this Agreement;

**WHEREAS**, both parties agree that any transfer or expenditure of public funds by the and/or the use of Premises, as provided for in this Agreement, is not a gratuitous donation;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE I**

### **REPRESENTATIONS OF AUTHORITY, NON-INDEBTEDNESS**

- 1.1 The EEIDD represents and warrants that it has the authority to enter into this Agreement and perform its obligations hereunder, and that there are no contracts or obligations in conflict therewith. See **Exhibit “A-1,”** attached to this Agreement.
- 1.2 The LASALLE FAMILY FOUNDATION represents and warrants that it has the authority to enter into this Agreement and perform its obligations hereunder, and that there are no contracts or obligations in conflict therewith. See **Exhibit “A-2,”** attached to this Agreement.
- 1.3 The EEIDD and the LaSalle Family Foundation each represent and warrant that the essence of the undertakings as described below, and their respective obligations thereunder, do not represent and are not intended to create any indebtedness on the part of the parties, since such undertakings do not involve any loan of funds, but only the cooperative use of the property described herein to achieve the public purpose of the EEIDD and the private purpose of THE LASALLE FAMILY FOUNDATION.

**ARTICLE II**  
**SCOPE OF SERVICES**

**2.1 Services to be provided by THE LASALLE FAMILY FOUNDATION.**

2.1.1 The EEIDD hereby designates THE LASALLE FAMILY FOUNDATION to operate, manage, and supervise the Airpark Staging Center (“Facility”) on behalf of and for the EEIDD for the purpose of fulfilling operational obligations required under that certain Intergovernmental Service Agreement (“IGSA”) between the District and the United States Department of Homeland Security, Immigration and Customs Enforcement (“ICE”), attached hereto as **Exhibit “D.”**

2.1.2 All IGSA(s) with ICE shall remain between ICE and the EEIDD. THE LASALLE FAMILY FOUNDATION shall have no contractual privity with ICE resulting from or related to any IGSA between the EEIDD and ICE for which THE LASALLE FAMILY FOUNDATION is not a direct party. It is understood and agreed by the Parties that THE LASALLE FAMILY FOUNDATION is an independent contractor to the EEIDD for purposes of the IGSA (**Exhibit “D”**).

2.1.3 The Parties agree that THE LASALLE FAMILY FOUNDATION is not a partner, joint venturer, or agent of the EEIDD. No property interest in the Facility or IGSA revenues is granted to Operator except as expressly provided in this Agreement.

2.1.4 THE LASALLE FAMILY FOUNDATION duties and responsibilities. THE LASALLE FAMILY FOUNDATION shall, at its sole cost and expense unless reimbursed under IGSA rates, provide all services necessary for the efficient, lawful, and secure operation of the Facility, including but not limited to:

- 2.1.4.1 Provide all necessary furniture, fixtures, equipment, radios, communication systems, software systems, recordkeeping platforms, uniforms, linens, and operational tools not otherwise provided by the EEIDD under this Agreement (see Article II, Section 2.10 providing for FF&E);
- 2.1.4.2 Provide for all booking and intake processing under the IGSA;
- 2.1.4.3 Provide for all classification and housing assignment under the IGSA;
- 2.1.4.4 Provide for all program participant tracking systems under the IGSA;
- 2.1.4.5 Provide for all records management systems under the IGSA;
- 2.1.4.6 Provide for all reporting interfaces required by ICE under the IGSA; and,
- 2.1.4.7 Provide for all statistical reporting required by ICE or DHS under the IGSA.
- 2.1.5 Security and Supervision. In addition to the above, THE LASALLE FAMILY FOUNDATION shall provide:
  - 2.1.5.1 Secure perimeter control;
  - 2.1.5.2 Internal post coverage;
  - 2.1.5.3 Required officer-to-program participant ratios under the IGSA;
  - 2.1.5.4 Key and tool control;
  - 2.1.5.5 Movement control;
  - 2.1.5.6 Grievance procedures;
  - 2.1.5.7 Legal visitation and attorney access;
  - 2.1.5.8 Religious accommodation of all program participants;
  - 2.1.5.9 Emergency response and disturbance control; and,
  - 2.1.5.10 Any other related services under this Section and/or the IGSA.
- 2.1.6 Staffing. THE LASALLE FAMILY FOUNDATION shall be solely responsible for:
  - 2.1.6.1 Recruitment and hiring;
  - 2.1.6.2 Background investigations;
  - 2.1.6.3 DHS suitability determinations;
  - 2.1.6.4 PREA screening;
  - 2.1.6.5 Training and certifications;
  - 2.1.6.6 Wage Determination compliance;
  - 2.1.6.7 SCA compliance; and,

- 2.1.6.8 Any other related services under this Section and/or the IGSA.
- 2.1.7 All interviewing, hiring, discipline, promotion, compensation, and termination decisions of THE LASALLE FAMILY FOUNDATION employees, contractors, and agents shall rest solely with THE LASALLE FAMILY FOUNDATION.
- 2.1.8 Medical and Behavioral Health. In addition to the above, THE LASALLE FAMILY FOUNDATION shall provide:
  - 2.1.8.1 Intake medical screening;
  - 2.1.8.2 Sick call and routine care;
  - 2.1.8.3 Chronic care management;
  - 2.1.8.4 Behavioral health services;
  - 2.1.8.5 Suicide prevention protocols;
  - 2.1.8.6 Infection control;
  - 2.1.8.7 Emergency medical response; and,
  - 2.1.8.9 Any other related services under this Section and/or the IGSA.
- 2.1.9 Hospitalization, specialty care, and extraordinary medical costs shall be handled consistent with IGSA provisions and reimbursed in accordance with federal requirements.
- 2.1.10 Food Services. In addition to the above, THE LASALLE FAMILY FOUNDATION shall provide:
  - 2.1.10.1 Three nutritionally compliant meals daily;
  - 2.1.10.2 Religious and medically prescribed diets;
  - 2.1.10.3 Sanitation compliance;
  - 2.1.10.4 Inspection documentation required under the IGSA; and,
  - 2.1.10.5 Any other related services under this Section and/or the IGSA.
- 2.1.11 Transportation and Guard Services. In addition to the above, THE LASALLE FAMILY FOUNDATION shall provide:
  - 2.1.11.1 Court transport;
  - 2.1.11.2 ICE transfer coordination;
  - 2.1.11.3 Medical transport;

- 2.1.11.4 Off-site guard services;
- 2.1.11.5 Secure transport vehicles;
- 2.1.11.6 Required staffing rations; and,
- 2.1.11.7 Any other related services under this Section and/or the IGSA.
- 2.1.12 No required security post shall be vacated to fulfill transport obligations.
- 2.1.13 Reporting and Certifications. In addition to the above, THE LASALLE FAMILY FOUNDATION shall:
  - 2.1.13.1 Maintain all required certifications under the IGSA for THE LASALLE FAMILY FOUNDATION and its employees, contractors, and agents;
  - 2.1.13.2 Cooperate with ICE inspections of or related to the Facility;
  - 2.1.13.4 Implement corrective action plans as required;
  - 2.1.13.5 Prepare and timely submit reports required by ICE, DHS, OIG, GAO, or any oversight agency related to the IGSA.
- 2.1.14 Revenues and Billing. All IGSA revenues shall be distributed to THE LASALLE FAMILY FOUNDATION through this Agreement.
- 2.1.15 THE LASALLE FAMILY FOUNDATION shall be solely responsible for payment of Rent under this Agreement.

## **2.2 Premises to be leased by THE LASALLE FAMILY FOUNDATION.**

- 2.2.1 Subject to the conditions hereafter set forth, the EEIDD hereby grants THE LASALLE FAMILY FOUNDATION exclusive use of the following property located within the Airpark:
  - 2.2.1.1 The immovable property consisting of approximately 10 acres, more or less, of unimproved ground, as shown on that certain preliminary architectural plan prepared by Joseph S. Partain, attached hereto as **Exhibit "B-1"**; and,
  - 2.2.1.2 The immovable property shaded in "**green**" on **Exhibit "B-2,"** attached, and all improvements situated thereon, including Building Number 1103, consisting of 25,190 square feet, more or less, and having a street address

of 1603 Frank Luke Blvd, Alexandria, Louisiana 71303 (“Building 1103”);  
and

2.2.1.3 The immovable property shaded in “**orange**” on **Exhibit “B-3”** attached, and all improvements situated therein, including Building Number 1205, consisting of 7,418 square feet, more or less, and having a street address of 1406 Van Gossen Drive, Alexandria, Louisiana 71303 (“Building 1205”);

2.2.1.4 Collectively, the above-referenced properties may be referred to as the “Premises” or “Airpark Staging Center”;

2.2.1.5 Certain movable property and equipment (“FF&Es”) owned by the EEIDD and located on or within the Premises, as described on **Exhibit “C.”**

2.2.2 The LaSalle Family Foundation is granted the non-exclusive right of vehicular and pedestrian passage, ingress and egress across the Airpark to and from the Premises. The LaSalle Family Foundation is also granted the exclusive right to use any parking areas on the Premises and to enact such reasonable rules and regulations to protect the security of the parking areas as it deems necessary and proper. The EEIDD warrants and represents that except in the event of a "Force Majeure" (as hereafter defined) and except as set forth in Section 2.4 of this Agreement, The EEIDD shall provide access through the Airpark and to the Premises to the LaSalle Family Foundation, its employees, agents and invitees (the “LaSalle Family Foundation Group”) 24 hours a day, 7 days a week, 365 days a year.

2.2.3 Notwithstanding the provisions of Paragraph 2.2.1.3 above, the EEIDD shall have the right, during the term of this Agreement, to relocate the LaSalle Family Foundation from Building No. 1205 (street address of located at 1406 Van Gossen Drive, Alexandria, Louisiana 71303) to a different premises located within the Airpark, provided, however, the new premises shall be of a size and quality equal or superior to the original Premises. The rent and other amounts payable by THE LASALLE FAMILY FOUNDATION under this Agreement will not be changed as a result of this relocation, and all direct expenses incurred by the LaSalle Family Foundation or the EEIDD in relocating THE LASALLE FAMILY FOUNDATION

to the relocated Premises, including but not limited to the cost of constructing the premises, the transfer and re-establishment of all equipment, machinery, systems, services, utilities, and personal property, shall be born by the EEIDD, and the EEIDD shall reimburse the LaSalle Family Foundation for any direct expenses incurred by the LaSalle Family Foundation in connection with the relocation within sixty (60) days after the LaSalle Family Foundation provides the EEIDD with verification and substantiation of such costs and expenses.

- 2.2.4 During the time of war or national emergency the EEIDD shall have the right to lease the airfield area or any part thereof to the United States Government for military use, and if such a lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government, may be suspended.

## **2.3 Term.**

- 2.3.1 This Agreement shall be for a term of five (5) year(s) (“Initial Term” or “Term”) beginning at midnight on the 1<sup>st</sup> day of July 2026, (“Commencement Date”), and ending at 11:59 p.m. on the 30<sup>th</sup> day of June 2031, unless sooner terminated in accordance with the provisions of this Agreement. Each twelve-month period during the any term hereof, commencing on the Commencement Date, or anniversary thereof, shall be a “Lease Year.”
- 2.3.2 The EEIDD grants to THE LASALLE FAMILY FOUNDATION the option to extend the Term of this Agreement from the end of its Initial Term for one (1) additional five (5) year Term ( “Renewal Term”), provided that at the time of said election to renew or when a Renewal Term begins, THE LASALLE FAMILY FOUNDATION is not in default of any provisions of this Agreement. For each such Renewal Term, the Annual Rent shall be computed in accordance with Section 2.6.4. If THE LASALLE FAMILY FOUNDATION desires to exercise any option herein

granted, it shall provide the EEIDD written notice of such election at least sixty (60) days prior to the expiration of any then-existing Term.

2.3.3 Except for any increase in Annual Rent pursuant to Section 2.6.4, all other provisions of this Lease shall be applicable during any Renewal Term.

2.3.4 Notwithstanding the provisions of Paragraphs 2.2.1 and 2.2.2 above, this Agreement may be terminated prior to the expiration of the stated term, upon the occurrence any of the following:

2.3.4.1 The mutual consent of the parties; or,

2.3.4.2. The exercise by either party of a right to terminate this Agreement upon an Event of Default pursuant to the provisions of Article V hereof, or,

## 2.4 **Authorized use of Premises.**

2.4.1. The immovable property shaded in “**blue**” on **Exhibit “B”** attached, consisting of approximately 10 acres, more or less, of unimproved ground, as shown on **Exhibit “B-1,”** shall be used as a staging center for the Repatriation Program. Any residential areas within the immovable property as shown on **Exhibit “B-1” shall be used by the LaSalle Family Foundation as** temporary residential accommodations for families and unaccompanied minors participating in the repatriation program during transitional periods in accordance with the IGSA and the Performance Work Statement. Aliens will be in custody for an estimated 72 hours. Actual lengths of stay shall be determined by ICE's operational requirements.

2.4.2 Building 1103 shall be used by the LaSalle Family Foundation as temporary residential accommodations for families and unaccompanied minors participating in the repatriation program during transitional periods in accordance with the IGSA

and the Performance Work Statement. Aliens will be in custody for an estimated 72 hours. Actual lengths of stay shall be determined by ICE's operational requirements.

2.4.3 Building 1205 shall be used by the LaSalle Family Foundation as an office building in support of the repatriation operations under this Agreement and attached IGSA.

2.4.4 Any construction or modification of or within the Premises by THE LASALLE FAMILY FOUNDATION shall be subject to prior approval pursuant to Section 2.16.

2.4.5 Any FF&Es, as defined below, located on the Premises shall be used only in conjunction with the LaSalle Family Foundation's occupation of the Premises and the conduct of its business. No FF&Es may be removed from the Premises by the LaSalle Family Foundation except for repairs, or as otherwise authorized in writing by the Executive Director of the EEIDD.

## **2.5 Restrictive Covenants, Rights of Way, Easements, and Regulations.**

2.5.1 The EEIDD represents that the Premises constitutes a portion of the Airpark, and, as such, is part of a planned aviation, industrial, recreational, commercial and residential development, subject to the terms and conditions of this Agreement.

2.5.2 The LaSalle Family Foundation acknowledges the EEIDD's intent to adopt and enact, from time to time, uniform zoning, building and use restrictions (collectively "Restrictive Covenants"), throughout the Airpark, including the Premises that do not unreasonably adversely affect the LaSalle Family Foundation's use of or access to the Premises, unreasonably increase the LaSalle Family Foundation's obligations or costs under this Agreement, or otherwise unreasonably adversely conflict with the LaSalle Family Foundations express rights under this Agreement. Subject to the terms and conditions of this Agreement, the LaSalle Family Foundation shall, at all

times during the Term hereof, use the Premises in a manner consistent with and in compliance with any such known Restrictive Covenants as may from time to time be enacted and adopted.

2.5.3 This Agreement is subject to all outstanding servitudes (“easements/rights-of-way”) , some of which may encumber the Premises, for the purpose of providing certain utility and infrastructure services throughout the Airpark. The EEIDD reserves the right to grant additional servitudes with respect to the Premises provided such right is exercised in a manner which does not unreasonably interfere with the LaSalle Family Foundation’s conduct of its business on the Premises. The holders of such servitudes, present or future, shall have reasonable rights of ingress and egress over the Premises for construction, installation, maintenance, operation, repair or replacement purposes.

## **2.6 Rent.**

2.6.1 In consideration of its exclusive use and occupancy of the immovable property shaded in “blue” on **Exhibit “B”** attached, consisting of approximately 10 acres, more or less, of unimproved ground, as shown on **Exhibit “B-1,”** THE LASALLE FAMILY FOUNDATION shall pay to the EEIDD an annual Rent as follows:

2.6.1.1 Lease Year 1 (July 1, 2026, through June 30, 2027): TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED THIRTEEN AND 28/100 DOLLARS (\$213,413.28), payable in twelve (12) equal monthly installments of SEVENTEEN THOUSAND SEVEN HUNDRED EIGHTY-FOUR AND 44/100 DOLLARS (\$17,784.44), the first installment of which shall be payable 30 days from initial contract funding and then on the same day of each month thereafter for the remainder of that Lease Year.

2.6.1.2 Lease Year 2 (July 1, 2027, through June 30, 2028): TWO HUNDRED NINETEEN THOUSAND EIGHT HUNDRED FIFTEEN AND 64/100

DOLLARS (\$219,815.68), payable in twelve (12) equal monthly installments of EIGHTEEN THOUSAND THREE HUNDRED SEVENTEEN AND 97/100 DOLLARS (\$18,317.97), the first installment of which shall be payable at the beginning of Lease Year 2, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.1.3 Lease Year 3 (July 1, 2028, through June 30, 2029): TWO HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED TEN AND 12/100 DOLLARS (\$226,410.12), payable in twelve (12) equal monthly installments of EIGHTEEN THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 51/100 DOLLARS (\$18,867.51), the first installment of which shall be payable at the beginning of Lease Year 3, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.1.4 Lease Year 4 (July 1, 2029, through June 30, 2030): TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED AND TWO AND 48/100 DOLLARS (\$233,202.48), payable in twelve (12) equal monthly installments of NINETEEN THOUSAND FOUR HUNDRED THIRTY-THREE AND 54/100 DOLLARS (\$19,433.54), the first installment of which shall be payable at the beginning of Lease Year 4, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.1.5 Lease Year 5 (July 1, 2030, through June 30, 2031): TWO HUNDRED FORTY THOUSAND ONE HUNDRED NINETY-EIGHT AND 60/100 DOLLARS (\$240,198.60), payable in twelve (12) equal monthly installments of TWENTY THOUSAND SIXTEEN AND 55/100 DOLLARS (\$20,016.55), the first installment of which shall be payable at the beginning of Lease Year 5, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.2 In consideration of its exclusive use and occupancy of Building 1103, THE LASALLE FAMILY FOUNDATION shall pay to the EEIDD an annual Rent as follows:

2.6.2.1 Lease Year 1 (July 1, 2026, through June 30, 2027): ONE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$188,925.00), payable in twelve (12) equal monthly installments of FIFTEEN THOUSAND SEVEN HUNDRED FORTY-THREE AND 75/100 DOLLARS (\$15,743.75), the first installment of which shall be payable 30 days from initial contract funding and then on the same day of each month thereafter for the remainder of that Lease Year.

2.6.2.2 Lease Year 2 (July 1, 2027, through June 30, 2028): ONE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED NINETY-TWO AND 72/100 DOLLARS (\$194,592.72), payable in twelve (12) equal monthly installments of SIXTEEN THOUSAND TWO HUNDRED SIXTEEN AND 06/100 DOLLARS (\$16,216.06), the first installment of which shall be payable at the beginning of Lease Year 2, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.2.3 Lease Year 3 (July 1, 2028, through June 30, 2029): TWO HUNDRED THOUSAND FOUR HUNDRED THIRTY AND 48/100 DOLLARS (\$200,430.48), payable in twelve (12) equal monthly installments of SIXTEEN THOUSAND SEVEN HUNDRED AND TWO AND 54/100 DOLLARS (\$16,702.54), the first installment of which shall be payable at the beginning of Lease Year 3, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.2.4 Lease Year 4 (July 1, 2029, through June 30, 2030): TWO HUNDRED SIX THOUSAND FOUR HUNDRED FORTY-THREE AND 44/100 DOLLARS (\$206,433.44), payable in twelve (12) equal monthly installments of SEVENTEEN

THOUSAND TWO HUNDRED THREE AND 62/100 DOLLARS (\$17,203.62), the first installment of which shall be payable at the beginning of Lease Year 4, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.2.5 Lease Year 5 (July 1, 2030, through June 30, 2031): TWO HUNDRED TWELVE THOUSAND SIX HUNDRED THIRTY-SIX AND 76/100 DOLLARS (\$212,636.76), payable in twelve (12) equal monthly installments of SEVENTEEN THOUSAND SEVEN HUNDRED NINETEEN AND 73/100 DOLLARS (\$17,719.73), the first installment of which shall be payable at the beginning of Lease Year 5, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.3 In consideration of its exclusive use and occupancy of Building 1205, THE LASALLE FAMILY FOUNDATION shall pay to the EEIDD an annual Rent as follows:

2.6.3.1 Lease Year 1 (July 1, 2026, through June 30, 2027): ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$133,524.00), payable in twelve (12) equal monthly installments of ELEVEN THOUSAND ONE HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$11,127.00), the first installment of which shall be payable 30 days from initial contract funding, and then on the same day of each month thereafter for the remainder of that Lease Year.

2.6.3.2 Lease Year 2 (July 1, 2027, through June 30, 2028): ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-NINE AND 72/100 DOLLARS (\$137,529.72), payable in twelve (12) equal monthly installments of ELEVEN THOUSAND FOUR HUNDRED SIXTY AND 81/100 DOLLARS (\$11,460.81), the first installment of which shall be payable at the beginning of Lease Year 2, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.3.3 Lease Year 3 (July 1, 2028, through June 30, 2029): ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED FIFTY-FIVE AND 56/100 DOLLARS (\$141,655.56), payable in twelve (12) equal monthly installments of ELEVEN THOUSAND EIGHT HUNDRED AND FOUR AND 63/100 DOLLARS (\$11,804.63), the first installment of which shall be payable at the beginning of Lease Year 3, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.3.4 Lease Year 4 (July 1, 2029, through June 30, 2030): ONE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED AND FIVE AND 24/100 DOLLARS (\$145,905.24), payable in twelve (12) equal monthly installments of TWELVE THOUSAND ONE HUNDRED FIFTY-EIGHT AND 77/100 DOLLARS (\$12,158.77), the first installment of which shall be payable at the beginning of Lease Year 4, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.3.5 Lease Year 5 (July 1, 2030, through June 30, 2031): ONE HUNDRED FIFTY THOUSAND TWO HUNDRED EIGHTY-TWO AND 36/100 DOLLARS (\$150,282.36), payable in twelve (12) equal monthly installments of TWELVE THOUSAND FIVE HUNDRED TWENTY-THREE AND 53/100 DOLLARS (\$12,523.53), the first installment of which shall be payable at the beginning of Lease Year 5, and then on the same day of each month thereafter for the remainder of the Lease Year.

2.6.4 The Annual Rent payable herein shall be adjusted at the beginning of each Renewal Term by the greater of: (i) a percentage equal the percentage increase in the Facility Operating Charge under the IGSA; or (ii) a percentage equal to the percentage increase, if any, of the Index, as hereinafter defined, from the first day of the date of the immediately preceding Lease Year to the last day of the immediately preceding Lease Year in minimum increments of one percent (1%). For the purposes of this Lease the term “Index” shall mean:

- (1) The most recent Consumer Price Index -- all urban consumers ("CPI") U.S. City average -- All Items (1982 - 84 = 100), issued and published by the Bureau of Labor Statistics of the United States Department of Labor, or if CPI is not available;
- (2) A successor or substitute index to the CPI, appropriately adjusted; or if such a successor or substitute index is not available or may not lawfully be used for the purposes herein stated;
- (3) A reliable governmental or other non-partisan publication, selected by Lessor and approved by Lessee (which approval shall not be unreasonably withheld or delayed), evaluating the information theretofore used in determining CPI, if such a publication is available and may be lawfully used for the purposes herein stated.

Any adjustment of the Annual Rent during the Renewal Term, as aforementioned, shall continue during the Lease Year, and shall be recalculated at the end of that Lease Year for the following Lease Year.

2.6.5 The Payment amount in Paragraphs 2.6.1 through 2.6.4, above, shall be subject to a charge of fifteen (15) % of the currently due Payment, if such Payment is not received by the EEIDD within thirty (30) days of its due date.

## **2.7 Assignment.**

2.7.1 The LaSalle Family Foundation shall not transfer or assign this Agreement or any interest therein or sublet the Premises or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this Agreement (collectively such transfer, assignment, lease or sublease, or grant of interest, privilege or license is referred to herein as an "Assignment") without first obtaining EEIDD's prior written consent, which shall not be unreasonably withheld or delayed. However, The LaSalle Family Foundation may execute an Assignment of its interest in the Agreement to: (i) a Permitted Assignee, as defined below without the prior written consent of, but with prior notice to the EEIDD, and provided further, that no such

assignment shall relieve The LaSalle Family Foundation of any of its obligations hereunder.

2.7.2 For purposes of Section 2.6.1 above, “Permitted Assignee” shall mean any legal entity, partnership, corporation, limited liability company, or other business structure, whether formed domestically or internationally, owned or controlled, directly or indirectly, by THE LASALLE FAMILY FOUNDATION, including but not limited to affiliates, subsidiaries, or any other entity in which THE LASALLE FAMILY FOUNDATION holds a significant interest or exercises significant influence, as defined by International Accounting Standard 28.

## **2.8 Condition of Premises.**

2.8.1 It is understood and agreed that the Premises and all buildings and improvements located thereon are provided to the LaSalle Family Foundation to occupy and use for the purposes authorized herein in an “as is, where is” condition, and the LaSalle Family Foundation expressly waives all warranties as to the Premises, whether implied by this or any other writing or representation, as well as all warranties provided by law.

2.8.2 THE LASALLE FAMILY FOUNDATION has examined, or has had the opportunity to examine, the property thoroughly and is fully satisfied with its condition. The EEIDD and THE LASALLE FAMILY FOUNDATION acknowledge and stipulate that the Rent was negotiated and agreed upon after consideration of the waiver of warranty herein set forth.

## **2.9 Maintenance of Premises. (Excluding FF&Es).**

2.9.1 Except to the extent such responsibility is specifically assumed by the EEIDD in this Agreement, the LaSalle Family Foundation assumes responsibility throughout the Term of this Agreement, at its expense, to maintain the building located on the

Premises in a good, clean, orderly, and safe condition and state of repair including, without limitation, all repairs, renovations, or reconstruction to all plumbing, and electrical systems, interior walls, wall coverings, floors, carpeting, interior trim, fire and life safety system monitoring, security system, and any equipment which may be permanently attached thereto.

- 2.9.2 Notwithstanding Paragraph 2.9.1 above, the EEIDD agrees to assume responsibility throughout the term of this Agreement, at its expense, to maintain and repair: all heating, ventilation, and air conditioning systems within and/or attached to Buildings 1103 and 1205, located on the Premises; as well as the roof, foundation, and all structural walls and supports of said buildings;
- 2.9.3 All maintenance and repair of the Premises and the buildings located thereon shall be of a class or quality which in the exercise of the EEIDD's commercially reasonable judgment is at least equal to the original work or construction and shall otherwise be completed to the reasonable satisfaction of the EEIDD. All extraordinary maintenance and repair shall be done only by engineers, contractors, carpenters, electricians, painters, mechanics or others selected by the party whose responsibility it is to make such repair, provided, however, any engineers, contractors, carpenters, electricians, painters, mechanics or others selected by the LaSalle Family Foundation must be approved by the EEIDD, which approval shall not be unreasonably withheld or delayed. Ordinary maintenance and repairs shall be performed by qualified and reputable contractors, carpenters, electricians, painters, mechanics or others selected and paid for by the party whose responsibility it is to make such repair. As used in this section, "extraordinary maintenance and repairs" is defined as any maintenance and/or repairs the cost of which exceeds ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS. "Ordinary maintenance and repairs" is defined as any maintenance and/or repairs the cost of which does not exceed ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS. The LaSalle Family Foundation shall not divide or parcel any

maintenance and/or repair work to avoid the \$1,000 upset limit distinguishing “ordinary maintenance and repairs” from “extraordinary maintenance and repairs.”

If, in the judgment of the EEIDD's representative, the LaSalle Family Foundation has failed to properly maintain the building located on the Premises and that certain maintenance or repair is required to be performed by the LaSalle Family Foundation, the EEIDD shall give the LaSalle Family Foundation written notice of the maintenance or repair which is required. The LaSalle Family Foundation shall have a period of fifteen (15) days to either (i) begin the required repair or maintenance, or (ii) apply by written notice to the Executive Director of the EEIDD for a reconsideration of the required repair or maintenance. If the Executive Director supports the position of the EEIDD's representative, then the LaSalle Family Foundation may, within ten (10) days, apply by written request to the Board of Commissioners of the England Economic and Industrial Development District for reconsideration. If the Board supports the position of the EEIDD's representative, then the LaSalle Family Foundation shall have a period of fifteen (15) days thereafter to begin the required repair or maintenance. If the LaSalle Family Foundation fails to make the repair or maintenance, then the EEIDD may (but shall not be obligated to) make such repair or maintenance at the expense of the LaSalle Family Foundation and the expense thereof incurred by the EEIDD shall be collected as additional rent in the next installment of rent falling due, or declare the LaSalle Family Foundation in default of this sublease.

- 2.9.4 The LaSalle Family Foundation covenants and agrees that it will not damage the Premises or the building located thereon, but will take the same care thereof which a prudent person would take of its own property; and, upon termination and/or expiration of this Agreement, the LaSalle Family Foundation will surrender and deliver up the Premises, including the building located thereon, to the EEIDD in the same condition in which they existed at the commencement of this Agreement, subject to such alterations and improvements as are mutually agreed to and herein

set forth, normal depreciation, wear and tear, damage due to casualty, and repairs which are the responsibility of the EEIDD excepted.

2.9.5 Notwithstanding the above, it shall be the EEIDD's responsibility, at its sole expense, to make any "capital repair or replacement" as follows:

2.9.5.1 Capital repair or replacement of the roof of the Premises from time to time as needed in such a manner that the roof does not leak. In the event the only feasible method to prevent the roof from leaking is to replace the roof, then the EEIDD shall replace the roof at its expense. The LaSalle Family Foundation shall immediately notify the EEIDD of any leaks that occur at the Premises. The EEIDD shall not be responsible for damage caused by the acts of the LaSalle Family Foundation, or its agents, contractors, employees or guests.

2.9.5.2 Capital repair or replacement for damage to the foundation of the Premises, from time to time as needed, except that the EEIDD shall not be responsible for damage caused by the acts of The LaSalle Family Foundation, or its agents, contractors, employees or guests.

2.9.5.3 Capital repair or replacement for damage to any structural walls or supports of the Premises, from time to time as needed, except that the EEIDD shall not be responsible for damage caused by the acts of the LaSalle Family Foundation, or its agents, contractors, employees or guests.

2.9.5.4 Capital repair or replacement for any broken or worn water, gas or sewer lines located beneath the ground or in the foundation of the Premises. This obligation shall not cause the EEIDD to be responsible for the maintenance of plumbing fixtures, or to clear any clogged water, gas or sewer lines, this being considered routine and normal maintenance and repair for which the

LaSalle Family Foundation shall be solely responsible at its own expense. The EEIDD shall not be responsible for damage caused by the acts of the LaSalle Family Foundation, or its agents, contractors, employees or guests.

2.9.6 “Capital repair or replacement” shall mean any repair or replacement the total cost of which will exceed FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS.

## **2.10 Maintenance of FF&Es.**

In the event the Premises is furnished with any FF&Es, the LaSalle Family Foundation shall maintain said property as follows:

2.10.1 It is the intention of the parties that this Agreement shall not require the EEIDD to incur any expense, charge or other deduction with respect to the installation, repair or maintenance of the FF&Es. Accordingly, the LaSalle Family Foundation shall, at its sole cost, properly install, keep and maintain the FF&Es in as good a condition as when the FF&Es were received by the LaSalle Family Foundation, normal wear, tear and depreciation excepted.

2.10.2 The EEIDD and the LaSalle Family Foundation acknowledge that the FF&Es are in various states of condition, and that some of the FF&Es are in better condition than other FF&Es. The EEIDD and the LaSalle Family Foundation are further aware that the life expectancy of the FF&Es is uncertain and that it may become impossible or economically unfeasible to repair some or all of the FF&Es, it being the understanding of each party that depreciation and obsolescence of some or all of the FF&Es is certain to occur. For this reason, the LaSalle Family Foundation's obligation to maintain the FF&Es as set forth in Paragraph 9.1 above shall be only to the extent that either (i) it is economically feasible, in the exercise of the LaSalle Family Foundation's discretion, to repair the FF&Es, or (ii) the repair is required due to the fault and/or negligence of the LaSalle Family Foundation, or the LaSalle

Family Foundation's agents, servants, employees, customers, visitors or licensees. Any FF&Es which the LaSalle Family Foundation deems to be obsolete or not economically feasible to repair, or unusable, in the discretion of the LaSalle Family Foundation, shall be returned by the LaSalle Family Foundation to the EEIDD free of this Agreement, to be used and/or disposed of by the EEIDD as the EEIDD sees fit. In the event any FF&Es is returned to the EEIDD during the term hereof, this fact shall not, in any event, cause a reduction in the Annual Rent to be paid by the LaSalle Family Foundation to the EEIDD, and shall not act or operate as a credit against such Annual Rent in any manner. Upon the return of any FF&Es, the LaSalle Family Foundation shall have no further responsibility with respect to the FF&Es so returned.

2.10.3 FF&Es in existence at the commencement of this Agreement shall be and remain the property of the EEIDD, shall at all times be maintained by the LaSalle Family Foundation at the Premises, shall be used by the LaSalle Family Foundation solely for its operations under this Agreement, and shall be returned to the EEIDD upon the termination of this Agreement, subject however, to the provisions of Paragraph 9.2 above. The LaSalle Family Foundation shall not be entitled to any claim, demand, offset, or reimbursement from the EEIDD for any amount expended or incurred by the LaSalle Family Foundation incident to the maintenance and repair of the FF&Es.

2.10.4 Subject to the provisions of this Article, the LaSalle Family Foundation may purchase, provide, or install additional furniture, fixtures and equipment ("LaSalle Family Foundation's Property") during the term of this Agreement either to improve its operation or to replace obsolete or damaged FF&Es. All such THE LASALLE FAMILY FOUNDATION's Property shall belong to the LaSalle Family Foundation and may be removed from the Premises at any time during the Term provided that the LaSalle Family Foundation recognizes and agrees that any such THE LASALLE FAMILY FOUNDATION Property that is an integral part of the

Premises shall become the property of the EEIDD at the termination of this Agreement.

**2.11 Damage to Non-Premises or Property.**

2.11.1 The LaSalle Family Foundation shall be responsible for any damage to or the destruction of any property, immovable or movable (real or personal), located within the Airpark, but not leased to the LaSalle Family Foundation, which is caused by its negligence or that of its employees, agents or contractors. The LaSalle Family Foundation shall promptly repair or replace any such damaged property. If any such property is destroyed or damaged beyond repair, the LaSalle Family Foundation shall be responsible to the EEIDD for an amount equal to the actual cash value of the destroyed property, prior to its damage or destruction.

**2.12 Access and Inspection.**

2.12.1 The EEIDD and its designated agents, may enter upon the Premises upon advance written notice of not less than twenty-four (24) hours, at all reasonable times for any purposes of inspection, including but not limited to inspection to ensure the Premises are in good and clean order and appropriate for a commercial establishment, provided said entry does not interfere with the LaSalle Family Foundation's quiet use and enjoyment.

**2.13 Indemnification by the LaSalle Family Foundation.**

2.13.1 The EEIDD shall not be responsible for damage to property or injuries to persons in or upon the Premises unless said damages or injuries shall be caused by or result from the EEIDD's sole negligence or fault.

2.13.2 The LaSalle Family Foundation agrees to assume all risks of loss, damage to property, injury or death to persons by reason of, or incident to, the LaSalle Family

Foundation's occupation of, possession of, operations on, or use of the Premises. The LaSalle Family Foundation expressly waives all claims against the EEIDD for any such loss, damage, personal injury, or death to persons by reason of, or incident to, the LaSalle Family Foundation's occupation of, possession of, operations on, or use of the Premises unless said damages or injuries shall be caused by or result from the EEIDD's sole negligence or fault.

2.13.3 Each party agrees to indemnify, save, hold harmless, and defend the other party, its officers, directors, employees, and agents from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees (including all reasonable costs of litigation, including any such costs incurred in the pursuit of indemnification, saving, hold harmless, and/or defense after initial demand is made by the requesting party), for damage to property, injuries to persons, including wrongful death by reason of, or incident to, the responsible party's negligence or fault.

2.13.4 The obligations of THE LASALLE FAMILY FOUNDATION under Section 2.13.3 above include, but are not limited to:

2.13.4.1 Negligent or wrongful acts of THE LASALLE FAMILY FOUNDATION;

2.13.4.2 Operational noncompliance under the IGSA;

2.13.4.3 PREA violations;

2.13.4.4 Medical malpractice;

2.13.4.5 Service Contract Act violations;

2.13.4.6 Staffing failures;

2.13.4.7 IGSA performance deficiencies attributable to Operator.

2.13.5 The Parties' obligations and liabilities under this Section shall survive the expiration or earlier termination of the Agreement.

## **2.14    Insurance**

2.14.1 The LaSalle Family Foundation shall continually maintain with insurers authorized to do business in Louisiana and which are rated by a recognized national rating organization, the following:

2.14.1.1 Property and Casualty insurance or coverage with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amounts sufficient to prevent the EEIDD and the LaSalle Family Foundation from becoming co-insurers of any loss, but in any event not less than then full replacement value of any buildings, improvements and EEIDD FF&E located on the Premises as determined from time to time by the insurer or insurers.

2.14.1.2 Comprehensive general liability insurance or coverage against claims for bodily injury, death or property damage arising out of the LaSalle Family Foundation's use or occupancy of the Premises, in an amount of not less than that reflected in Exhibit "G," attached herein and incorporated by reference.

2.14.1.3 Professional/Medical Liability, in an amount of not less than that reflected in Exhibit "G," attached herein and incorporated by reference.

2.14.1.4 Law Enforcement Liability, in an amount of not less than that reflected in Exhibit "G," attached herein and incorporated by reference.

2.14.1.5 Commercial automotive liability insurance or coverage on all vehicles stored or brought upon and used in connection with carrying out the purposes of this Agreement whether owned, not owned or hired, in an amount of not less than that reflected in Exhibit "G," attached herein and incorporated by reference.

2.14.1.6 Workers Compensation insurance or coverage providing the coverages prescribed by Louisiana law, as reflected in Exhibit "G," attached herein and incorporated by reference.

2.14.1.7 Employers Liability, in an amount of not less than that reflected in Exhibit “G,” attached herein and incorporated by reference.

2.14.1.8 Umbrella / Excess Liability, in an amount of not less than that reflected in Exhibit “G,” attached herein and incorporated by reference.

2.14.3 THE LASALLE FAMILY FOUNDATION may, with prior written approval of the EEIDD, which approval shall not be unreasonably withheld or delayed, satisfy the above insurance requirements, except as provided for in Section 2.14.4 below, through an approved assignee or a Permitted Assignee, pursuant to Section 2.1.7, above.

2.14.4 Notwithstanding Section 2.14.3 above, LaSalle Family Foundation may not assign to a third-party who is not a Permitted Assignee under Section 2.1.7, its obligations to carry workers compensation insurance or coverage and Comprehensive general liability insurance or coverage under Sections 2.14.1.2 and 2.14.1.3, above.

2.14.5 The LaSalle Family Foundation and any approved assignee or a Permitted Assignee may not self-insure for any amount or portion of the insurance coverage required under this paragraph, without the prior written consent of the EEIDD. The LaSalle Family Foundation shall deliver to the EEIDD promptly following the Commencement Date the insurers’ or coverage providers’ certificates evidencing all insurance or coverage required to be maintained by the LaSalle Family Foundation and any approved assignee or a Permitted Assignee hereunder. All insurance or coverage policies required above are to be maintained and carried by the LaSalle Family Foundation or through an approved assignee or Permitted Assignee throughout the duration of this Agreement, and shall name the EEIDD as an additional insured or covered person, as its interests may appear, and will provide that the insurer or coverage provider shall have no right of subrogation against the EEIDD.

2.14.6 Neither the existence of any insurance or coverage, nor the assent of the EEIDD to the types or amounts of insurance or coverage carried by the LaSalle Family

Foundation and any approved assignee or a Permitted Assignee shall be construed as waiving, releasing or limiting any of the LaSalle Family Foundation's or and any approved assignee's or a Permitted Assignee's liabilities, obligations or responsibilities under this Agreement, and particularly under this Paragraph, above.

2.14.7 These insurance or coverage requirements shall not be construed and are not intended to limit the LaSalle Family Foundation's and any approved assignee's or a Permitted Assignee's obligation of indemnity and defense of the EEIDD, but merely constitute a minimum insurance requirement which must be provided to secure such obligations.

2.14.8 The policies may be carried under blanket policies maintained by the LaSalle Family Foundation and any approved assignee or a Permitted Assignee, provided they comply with the provisions of this Paragraph.

2.14.9 All insurance or coverage required hereunder shall contain a waiver of subrogation against the EEIDD by the insurer or coverage provider and shall further provide that the insurer or coverage provider shall not cancel or change the amounts or coverages provided or otherwise amend any policy of insurance or coverage issued to the LaSalle Family Foundation and any approved assignee or a Permitted Assignee except after thirty (30) days' written notice to the EEIDD at the address listed in Article XXI of this Agreement.

2.14.10 If the LaSalle Family Foundation's or any approved assignee's or a Permitted Assignee's insurance or coverage is canceled or not renewed for any reason, the LaSalle Family Foundation shall furnish the EEIDD with a new certificate of insurance or coverage providing the identical coverages in the amounts required from a different insurer or coverage provider at least fifteen (15) days prior to the cancellation or non-renewal date. If the LaSalle Family Foundation fails to furnish

said certificate, the LaSalle Family Foundation hereby grants unto the EEIDD the right to secure said insurance or coverage for the LaSalle Family Foundation at the cost of the LaSalle Family Foundation and to either bill the LaSalle Family Foundation or pay for the cost of said insurance from funds held by the EEIDD as the Security Deposit. The purchase of said insurance by the EEIDD does not relieve the LaSalle Family Foundation of its obligation to provide the EEIDD with evidence that the LaSalle Family Foundation has unilaterally secured the insurance required under this Agreement.

2.14.11 In the event the Premises, any buildings or other improvements located thereon shall require repair, rebuilding, or replacement resulting from any loss, damage or casualty, the risk of which is assumed by the LaSalle Family Foundation under this Agreement, the LaSalle Family Foundation shall promptly give notice thereof to the EEIDD. All insurance proceeds received and payable incident to such casualty shall be applied promptly to restore, repair or replace the damage to the Premises, such buildings or improvements or the damaged portions thereof as nearly as may be practicable to its original condition, including temporary repairs and protection of such buildings or improvements pending the completion of permanent repairs, restoration or replacement; provided, however, that nothing contained in the foregoing shall require the application of any of said insurance proceeds to restore, replace or repair any damage to any property of the LaSalle Family Foundation which may be located in or placed on the Premises; and provided further that any excess of insurance proceeds over and above the amount required to fully comply with the provisions of this Section may be paid over directly to the LaSalle Family Foundation, or otherwise applied as directed by the LaSalle Family Foundation.

## **2.15 Security Deposit.**

2.15.1 Within thirty (30) days of execution of this Agreement, THE LASALLE FAMILY FOUNDATION shall provide to the EEIDD a cash deposit in the amount of FORTY-FOUR THOUSAND SIX HUNDRED FIFTY-FIVE AND 18/100 (\$44,655.18) DOLLARS (“Security Deposit”).

2.15.2 The EEIDD shall maintain the Security Deposit throughout the Term of this Agreement, including, but not limited to, or any Renewal Term.

2.15.3 The Security Deposit may be used by the EEIDD for the following purposes:

- (a) To cure any event of default in any of the provisions of this Agreement by THE LASALLE FAMILY FOUNDATION, including nonpayment of the Annual Rent as provided for in Section 5;
- (b) To make any repairs or to replace any improvements located on the Premises resulting from the failure of THE LASALLE FAMILY FOUNDATION to perform its maintenance obligations as required by Section 2.9;
- (c) To repair or replace any improvements owned by the EEIDD and located on the Premises which may be damaged by the negligence or fault of THE LASALLE FAMILY FOUNDATION, its employees, agents or contractors and not covered by THE LASALLE FAMILY FOUNDATION’s insurance; and/or
- (d) To restore the Premises and any buildings/structures located thereon at the termination of this Lease to such condition as required by this Agreement.

Notwithstanding the provisions of Section 2.15.1, THE LASALLE FAMILY FOUNDATION may substitute for its cash Security Deposit an irrevocable letter of credit (“LOC”), issued by a bank approved by the EEIDD. The LOC shall be maintained and renewed throughout the Term and any Renewal Term. If the EEIDD has not received notice of renewal within thirty (30) days prior to the expiration date of a LOC provided pursuant to this paragraph, then the EEIDD shall have the right to call on the LOC and to thereafter maintain the cash proceeds from the LOC as THE LASALLE FAMILY FOUNDATION’s Security Deposit for the EEIDD’s

use and benefit as provided above. The LOC required by this paragraph shall not terminate for sixty (60) days following the termination of this Agreement for any reason.

## **2.16 Compliance with Applicable Laws and Airpark Ordinances.**

2.16.1 Notwithstanding any other Section of this Agreement, THE LASALLE FAMILY FOUNDATION, at its sole cost and expense, shall observe and comply with the following federal, state, and local laws, regulations, and standards in its performance under this Agreement:

- 2.16.1.1 ICE Performance-Based National Detention Standards (PBNDS);
- 2.16.1.2 Temporary Housing Standards (THS);
- 2.16.1.3 DHS PREA Standards (6 C.F.R. Part 115);
- 2.16.1.4 ICE Health Service Corps (IHSC) requirements;
- 2.16.1.5 Service Contract Act (SCA) and applicable Wage Determinations;
- 2.16.1.6 Any other federal laws, regulations, and standards applicable to the provision of services by THE LASALLE FAMILY FOUNDATION under this Agreement;
- 2.16.1.6 Any other state or local laws, regulations, and standards applicable to the possession or use of the Premises, including those applicable to the protection and enhancement of environmental quality, pollution control and abatement;

2.16.2 In the event of conflict between this Section and the IGSA, the IGSA shall control as between ICE and the EEIDD; however, THE LASALLE FAMILY FOUNDATION remains responsible to the EEIDD for compliance.

2.16.3 The LaSalle Family Foundation shall comply with all applicable ordinances, rules, or regulations which may from time to time be adopted by the EEIDD applicable to the Airpark. The EEIDD warrants, however, that such laws, ordinances, rules, or

regulations of the Airpark which may be adopted in the future shall not interfere with the LaSalle Family Foundation's use and peaceful possession of the Premises.

**2.17 Construction and Modification of Premises.**

2.17.1 The parties acknowledge and agree that at the time of execution of this Agreement, the LaSalle Family Foundation has made, with the express approval of the EEIDD, certain constructions, alterations, additions, improvements, installations, or modifications upon or to the Premises or the improvements located thereon. The LaSalle Family Foundation shall not construct or make any future structural alterations, additions, or improvements, installations, or modifications upon or to the Premises or the improvements located thereon without the prior written consent of the EEIDD. Such consent may require that the LaSalle Family Foundation provide the EEIDD with: (1) a full set of plans; (2) a performance and payment bond satisfactory to the EEIDD in all respects; (3) an agreement to remove the improvements and restore the premises to its pre-construction condition upon expiration or termination of this Agreement; and, (4) any other requirements deemed necessary to protect the interests of the EEIDD. All plans for construction, modification, or additions by the LaSalle Family Foundation must be approved in writing by the EEIDD before the commencement of any construction project. Project Assets acquired in connection with the Project shall be purchased and titled in a manner consistent with applicable law and the parties' agreed procurement structure. The parties acknowledge that certain Project Assets may constitute permanent improvements intended to remain with the Project, while other Project Assets may consist of removable assets, including modular buildings, furniture, fixtures, equipment, and other personal property, the final disposition to be determined at the termination or expiration of this Agreement.

- 2.17.2 The review process for a construction project will be completed within sixty (60) days of receipt of plans and specifications by the EEIDD. In the event problems are detected during review, immediate notice will be provided in writing to the LaSalle Family Foundation or its representative designated for the purpose. If the EEIDD fails to respond within the sixty (60) day period, the construction project will be deemed to have been approved.
- 2.17.3 All construction shall be in accordance with the approved designs and plans and without cost to the EEIDD; provided, however, that the EEIDD shall be responsible for any costs and expenses incurred by the EEIDD in reviewing the plans and designs.
- 2.17.4 The LaSalle Family Foundation shall not proceed with excavation or construction until it receives written notice from the EEIDD that such designs and plans are acceptable to the EEIDD; provided, however, the EEIDD shall be deemed to have approved such plans and designs if the EEIDD fails to respond to the LaSalle Family Foundation within sixty (60) days of receipt from the LaSalle Family Foundation of such plans and designs.
- 2.17.5 All matters of ingress, egress, and contractor haul routes, construction activity and disposition of excavated material, in connection with the Lease herein granted, shall be coordinated with the EEIDD. All excavation and construction activity shall be accomplished during periods (including hours of the day) acceptable to the EEIDD, in the exercise of its reasonable discretion.
- 2.17.6 The LaSalle Family Foundation shall, upon approval by the EEIDD and prior to any construction of any nature within the boundaries of the Airpark, prepare and submit to the Chief of the Airport District Office, one executed set (four copies) of FAA Form 7460-1, "Notice of Proposed Construction or Alteration," as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty (30) days prior to date of the proposed construction or the date that an

application for a construction permit is filed, whichever is earlier. A photocopy will be supplied to the EEIDD and to the Assistant Secretary, Office of Aviation, Department of Transportation and Development, P. O. Box 44245, Capitol Station, Baton Rouge, Louisiana 70804, and the State of Louisiana comments will be received as required by Louisiana law.

**2.18 Signage.**

2.18.1. The LaSalle Family Foundation shall not erect or display any signs on the Premises without the prior written consent of the EEIDD, who shall have the sole discretion to approve the design, size, shape and placement of said signs. Any signs approved by the EEIDD shall comply with all FAA Rules and Regulations to the extent applicable.

**2.19 Utilities.**

2.19.1. The LaSalle Family Foundation shall be responsible, at its sole expense, for all utilities, electricity, telephone, gas, water, sewer, wastewater or any other utility services furnished to the Premises. Utility services shall be provided only through approved meters located on the Premises. If such meters are not already in place, the LaSalle Family Foundation shall purchase, install, and maintain all such meters and maintain them at its own cost and without cost or expense to the EEIDD.

2.19.2 The EEIDD shall not be liable to the LaSalle Family Foundation, in damages or otherwise, if any utility services are interrupted or terminated for any cause beyond the control of the EEIDD.

## **2.20 Taxes**

2.20.1 LaSalle Family Foundation shall be responsible for the payment of ad valorem taxes assessed against any buildings or other improvements located on the Premises, if and to the extent any such taxes are found due.

2.20.2 The LaSalle Family Foundation shall be responsible for and pay all other taxes, assessments, and similar charges, including leasehold interest taxes, personal property taxes, use taxes, and inventory taxes assessed on any buildings or other improvements located on the Premises or any property of The LaSalle Family Foundation located on the Premises.

Notwithstanding the foregoing, EEIDD may, in its sole discretion, provide The LaSalle Family Foundation with a sales tax exemption certificate for the purchase of supplies, materials, furniture, fixtures and equipment (“FF&E”), modular buildings, and other items used in the renovation, construction, improvement, or operation of the Premises that qualify for such exemption. The parties acknowledge that the applicability of any such exemption and the ownership and disposition of Project Assets shall be administered in compliance with Louisiana law.

Prior to the expiration or termination of this Agreement, the parties shall determine the disposition of removable Project Assets in accordance with applicable law and the terms of this Agreement. Such disposition may include retention by the EEIDD, transfer to LaSalle Family Foundation, purchase by either party at mutually agreed fair market value, or such other lawful disposition as the parties may agree in writing. Any modular buildings, equipment, FF&E, or other project assets that LaSalle Family Foundation purchases in its own name without utilizing the EEIDD sales tax exemption certificate and which do not constitute a permanent improvement or component part of the Premises, shall remain the sole property of LaSalle Family Foundation

2.20.3 The LaSalle Family Foundation shall notify the EEIDD within 14 days of its receipt of notice of any ad valorem tax assessment against the Premises for which the LaSalle Family Foundation believes the EEIDD is responsible.

2.20.4 The LaSalle Family Foundation shall have the right to contest the payment of any taxes for which the LaSalle Family Foundation is responsible provided that the Premises are not placed in imminent danger of being seized or forfeited, in which case the LaSalle Family Foundation shall promptly pay such taxes. The LaSalle Family Foundation may pay such taxes in installments if allowed by applicable law.

## **2.21 Surrender of Premises.**

See Article III, Sections 3.3 and 3.4, below.

## **2.22 Special Provisions.**

2.22.1 Permits. The LaSalle Family Foundation shall be responsible for determining whether it is subject to federal, state, parochial or local building codes or occupational licenses/permits and for compliance therewith to the extent they are applicable.

2.22.2 Security Conditions. The LaSalle Family Foundation shall provide any physical security it deems necessary for employees' privately owned vehicles. The LaSalle Family Foundation agrees that the EEIDD shall have no responsibility for loss or damage to employees' parked vehicles, other than loss or damage occasioned by the EEIDD, its agents or employees.

2.22.3 Emergency Contact. The LaSalle Family Foundation shall appoint a single emergency contact person for Airpark emergency services (whose identity and contact information shall be given to the EEIDD). The person selected shall be

briefed on Airpark emergency procedures and the telephone numbers of the Airpark Police and Fire Departments.

2.22.4 Solid Waste Disposal. The LaSalle Family Foundation shall be responsible for the disposal of its solid waste/garbage. The LaSalle Family Foundation shall not permit any solid waste/garbage to be placed or stored in open air except in approved containers. Any containers for perishable solid waste/garbage placed in open air shall be closed at all times. No solid waste containers may be located on the street side of any building.

2.22.5 Outside Maintenance. The LaSalle Family Foundation shall be responsible for all maintenance of grass, trees, shrubs, and flower beds located on the Premises and shall keep any outside concrete areas, such as sidewalks and parking lots, broom clean.

2.22.6 Janitorial Service. The LaSalle Family Foundation shall be responsible for all custodial/janitorial services, including routine vacuum cleaning, mopping, dusting, window washing, and replacement of expendable items such as soap, toilet paper, towels, waste basket liners, light bulbs, and air conditioner filters.

2.22.7 Environmental Compliance. The LaSalle Family Foundation shall obey all environmental regulations and use limitations contained in the Environmental Compliance Manual attached as **Exhibit “E.”**

### **ARTICLE III**

#### **DELIVERABLES**

3.1 Notwithstanding anything to the contrary herein, the EEIDD represents and warrants:

3.1.1 That it has good title to the Premises, free and clear, of all liens and encumbrances, excepting only the lien for current taxes not yet due and easements, restrictions and

other conditions of record that do not adversely affect the LaSalle Family Foundation's use of or access to the Premises, or which might otherwise impact the LaSalle Family Foundation's rights under this Agreement.

3.1.2 That the LaSalle Family Foundation, upon paying the payment amounts set forth in Article II, above, and upon performing any other covenants and agreements herein set forth, shall peaceably and quietly enjoy the Premises for the Term hereof without hindrance or molestation from the EEIDD, subject to the terms and provisions of this Agreement.

3.2 Notwithstanding anything to the contrary herein, the LaSalle Family Foundation represents and warrants:

3.2.1 That it shall provide all services and payments required under Article II this Agreement;

3.2.2 That on the date of expiration of this Agreement, or its earlier termination, THE LASALLE FAMILY FOUNDATION shall deliver all keys to any structures located on the Premises, vacate, and surrender the Premises to the EEIDD. The LaSalle Family Foundation shall remove the LaSalle Family Foundation Property from the Premises and restore them to as good order and condition as that existing on the beginning date of this Agreement, damages beyond the control of the LaSalle Family Foundation due to fair wear and tear, excepted.

3.2.3 That if the LaSalle Family Foundation shall fail or neglect to remove all the LaSalle Family Foundation Property, then, at the option of the EEIDD, the property shall either become the property of the EEIDD without compensation therefor or, the EEIDD may cause it to be removed and the premises to be restored at the expense of the LaSalle Family Foundation. No claim for damages against the EEIDD or its officers or agents shall be created by, or made on account of, such removal and restoration work.

**ARTICLE IV**  
**ADDITIONAL PAYMENT TERMS**

- 4.1 Except where otherwise expressly provided in this Agreement, no costs or expenses incurred by the LaSalle Family Foundation shall be reimbursed or paid by the EEIDD.
- 4.2 The parties acknowledge and agree that pursuant to **La. R.S. 33:130.35** and **La. R.S. 33:30.359**, no payments made to the EEIDD pursuant to this Agreement shall be subject to taxation. The LaSalle Family Foundation shall not deduct or withhold any taxes, fees, or assessments for any payments made to the EEIDD pursuant to this Agreement.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

**5.1 Default.** Default Defined. “Default” shall mean the occurrence of any one of the following events (each an “Event of Default”):

- 5.1.1 Failure of the LaSalle Family Foundation to pay any rent due under this Agreement on or before the last of the month in which said rent is due; or
- 5.1.2 Failure of the LaSalle Family Foundation to cure, within thirty (30) days following written notice by the EEIDD to the LaSalle Family Foundation, or commence to cure if such cure cannot be reasonably completed within thirty (30) days, any of the following conditions:
- 5.1.2.1 Seeking or consenting to the benefit of any conservatorship, bankruptcy, moratorium, insolvency or reorganization (other than in the capacity as creditor) that could materially or adversely affect or delay of the EEIDD’s rights granted under this Agreement;
- 5.1.2.2 Abandonment of the Premises, ceasing to operate the Premises for its stated use, or the removal of such the LaSalle Family Foundation assets from the

Premises that would be indicative of the LaSalle Family Foundation's intent to cease operation of the Premises for its stated use.

5.1.2.3 Using or permitting the use of the Premises for any unauthorized or unlawful use;

5.1.2.4 Entering into an unauthorized assignment or sublease of the Premises or any part thereof;

5.1.2.5 Failing to comply with any other covenant or agreement contained in this Agreement after thirty (30) days written notice;

5.1.2.6 Failure to comply with the warnings, prohibitions, activities and use limitations contained in the Environmental Compliance Manual.

5.1.3 Failure of the EEIDD to cure, within thirty (30) days following written notice by the LaSalle Family Foundation to the EEIDD, or commence to cure if such cure cannot be reasonably completed within thirty (30) days, the failure of the EEIDD to comply with any of its obligations hereunder.

5.1.4 Termination or expiration of the IGSA, which may result in the termination of THE LASALLE FAMILY FOUNDATION's lease rights and obligations, and THE LASALLE FAMILY FOUNDATION's operational obligations; however, certain other obligations of THE LASALLE FAMILY FOUNDATION, including the surrender of the Premises to the EEIDD on or before the effective date of termination, turnover and transition of THE LASALLE FAMILY FOUNDATION's operational obligations under this Agreement or the IGSA to the EEIDD, record keeping, inspection, and compliance, and indemnification obligations, shall survive termination of this Agreement.

## **5.2 Waiver of Default.**

5.2.1 Notwithstanding the above, the occurrence of any of the events described above shall not constitute a default if party not in default the agrees in writing after the occurrence of such event that the party not in default will not exercise any remedies hereunder available to it as a result of such occurrence. Such waiver by the party not in default shall not, however, operate as a waiver with respect to any future identical or similar occurrence.

5.2.2 Rights of the EEIDD. Should an Event of Default the occur and not be timely cured, or commence to be cured, the party not in default, the EEIDD, at its option, may, to the extent applicable (i) declare this Agreement to be terminated, and/or (ii) demand payment of all rentals for the full unexpired term of this Agreement, and/or (iii) if said default can be remedied by monetary means, deduct the amount of money necessary to remedy said default from the Security Deposit held by the EEIDD, and/or (iv) take such other recourse which the parties may be entitled pursuant to Louisiana law.

## **ARTICLE VI**

### **OWNERSHIP OF WORK PRODUCT**

6.1 All work product, including records, reports, documents and other material delivered or transmitted under this Agreement shall be presumed to a public record of the EEIDD and subject to Louisiana's Public Records Act (**La. R.S. 44:1, *et seq.***); however, nothing in this Paragraph is intended to, nor shall it be construed to interfere or restrict either the United States Government, the EEIDD, or the LaSalle Family Foundation from asserting any exception to production of any document received or generated hereunder pursuant to **La. R.S. 44:1, *et seq.***

6.2 This Article shall survive completion and/or termination of this Agreement.

**ARTICLE VII**  
**ASSIGNMENT**

7.1 See Section 2.6, above.

**ARTICLE VIII**  
**AUDIT CLAUSE**

8.1 The parties recognized that the EEIDD is subject to audit by the Louisiana Legislative Auditor pursuant to Article II, Section 11 of the Louisiana Constitution of 1974 and La. R.S. 24:511, et seq., and by an independent auditor of the EEIDD's choosing, upon request.

8.2 This Article shall survive completion and/or termination of this Agreement.

**ARTICLE IX**  
**AMENDMENTS IN WRITING**

9.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

**ARTICLE X**  
**TERM OF AGREEMENT**

10.1 See Article II, Section 2.3, above.

**ARTICLE XI**  
**DISCRIMINATION CLAUSE**

11.1 See **Exhibit "F."**

**ARTICLE XII**  
**PARTIAL INVALIDITY; SEVERABILITY**

- 12.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XIII**  
**ENTIRE AGREEMENT; MODIFICATION**

- 13.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

**ARTICLE XIV**  
**CONTROLLING LAW, VENUE**

- 14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. The parties further agree that the venue of any lawsuit brought pursuant to this Agreement shall be in the Ninth Judicial District Court, Rapides Parish, Louisiana.

**ARTICLE XV**  
**ATTORNEY'S FEES**

- 15.1 In the event an attorney is employed to enforce or protect any right of either party arising under this Agreement, the unsuccessful party shall pay to the successful party the attorney fees incurred by it, in addition to any amount or recovery ordered or agreed upon as a result of such controversy.

**ARTICLE XVI**  
**LEGAL COMPLIANCE**

- 16.1 The EEIDD and the LaSalle Family Foundation shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XVII**  
**RELATIONSHIP BETWEEN THE PARTIES**

- 17.1 The EEIDD and the LaSalle Family Foundation are engaged for the purposes set forth in this Agreement. The relationship between the EEIDD and the LaSalle Family Foundation shall be, and only be, that of two independent entities, and neither party shall be construed to be an employee, agent, partner of, or in joint venture with the other party, nor render either of the parties hereto liable to any third party for the debts or obligations of the other party.

**ARTICLE XVIII**  
**ACKNOWLEDGMENT OF NON-EMPLOYMENT, INDEPENDENT STATUS,**  
**EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE,**  
**EXCLUSION OF WORKERS COMPENSATION COVERAGE**

- 18.1 The EEIDD and the LaSalle Family Foundation expressly declare and acknowledge that neither party is an employee of the other party, and for purposes of this Agreement each

party operates independently of the other, free from any control or direction by the other party over the performance of the services covered by this Agreement.

- 18.2 Neither the EEIDD nor the LaSalle Family Foundation, nor anyone employed, retained, or contracted thereby shall be considered an employee of the other, including, but not limited to, for the purpose of unemployment compensation coverage.
- 18.3 The EEIDD and the LaSalle Family Foundation expressly agree that that neither party shall be liable to the other party or to anyone employed therein for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

## **ARTICLE XIX**

### **FORCE MAJEURE**

- 19.1 If either party shall be delayed or prevented from doing or performing any act or thing required of it hereunder, other than the payment of rent and other sums of money due to the EEIDD by the LaSalle Family Foundation, by reason of Force Majeure or for any cause due to any negligent or willful misconduct of either party, or any person for whom said party is responsible, the other party shall not be liable or responsible for any such delays in the doing or performing of such act or thing, and shall be excused for the period of the delay, and the period for the performance of any such act or obligation shall be extended for a period equivalent to the period of such delay.
- 19.2 "Force Majeure" means strikes, lockouts, floods, hurricanes, tornadoes and other inclement weather conditions (Acts of God"), breakdowns, accidents, casualties, labor troubles, inability by the exercise of reasonable diligence to procure materials, parts or supplies, employees, and necessary services, failures of power, governmental laws, orders or regulations, actions of governmental authorities, riots, insurrection, war or other causes beyond the reasonable control of such party.

**ARTICLE XX**  
**COVENANT AGAINST CONTINGENT FEES**

- 20.1 The EEIDD and LaSalle Family Foundation each warrant that it has not employed or retained any entity or person, other than a bona fide employee working solely for that entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE XXI**  
**NOTICES**

- 21.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

- 21.1.2 All notices to be given pursuant to this Agreement shall be addressed, if to The LaSalle Family Foundation, to:

Scott Sutterfield  
Business Operations Director  
The LaSalle Family Foundation  
192 Bastille Lane,  
Ruston, LA 71270

21.1.3 All notices to be given pursuant to this Agreement shall be addressed, if to the EEIDD, to:

Mr. Ralph Hennessy, C.M.  
Executive Director  
England Economic and Industrial Development District  
1611 Arnold Drive  
Alexandria, LA 71303

With copy to:

Mr. Matthew L. Nowlin  
Keiser & Nowlin, Attorneys at Law  
4615 Parliament Drive, Suite 102  
Alexandria, LA 71303

or such other address as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, and sent certified mail, return receipt requested, or hand delivered, or delivered by facsimile transmission with receipt acknowledged. Notice shall be deemed to have been received by a party on the date recorded on the official receipt, the date of transmission, or the date of hand delivery, to whom it is delivered.

## **ARTICLE XXII**

### **WAIVER OF SUBROGATION**

22.1 The EEIDD and The LaSalle Family Foundation, each, waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, of either party, for any loss or damage to the Premises, or any improvements located thereon, covered by any insurance required to be carried by such party pursuant to this Agreement, or any other insurance actually carried by such party to the extent of the limits of such policy, but only to the extent the loss or damage is covered by the injured party's insurance, or the insurance which the injured party is required to carry

pursuant to this Agreement, whichever is greater. This waiver does not apply to claims caused by a party's gross negligence or willful misconduct.

### **ARTICLE XXIII**

#### **NON-WAIVER**

- 23.1 Waiver by the EEIDD or the LaSalle Family Foundation of any condition, obligation, or agreement contained in this Agreement any one or more times, shall not be deemed to be a waiver of any subsequent breach of the same or any other condition, obligation or agreement contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of the EEIDD or the LaSalle Family Foundation Family Foundation, as the case may be, to insist upon the performance by the other party in strict accordance with the terms of this Agreement.

### **ARTICLE XXIV**

#### **GENERAL PROVISIONS**

24.1 **Gender.**

- 25.1.1 Whenever the sense of this Agreement so requires, the use of the singular number shall be deemed to include the plural, the masculine gender shall be deemed to include the feminine and the neuter gender, the neuter gender shall be deemed to include the masculine or feminine gender, and the feminine gender shall be deemed to include the masculine or neuter gender.

24.2 **Reasonableness.**

- 25.2.1 Whenever it is necessary under the terms of this Agreement for either party to obtain the consent or approval of the other, the EEIDD and the

LaSalle Family Foundation Family Foundation agree to act reasonably and not in an arbitrary or capricious manner in granting such consent.

24.3 **Counterparts.**

25.3.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

**ARTICLE XXV**

**EXHIBITS**

25.1 The exhibits which are attached to and made a part of this Agreement, are as follows:

|                    |                                                                                                                                                                                                      |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exhibit A-1</b> | Resolutions of Authority of EEIDD                                                                                                                                                                    |
| <b>Exhibit A-2</b> | Resolution of Authority of THE LASALLE FAMILY FOUNDATION                                                                                                                                             |
| <b>Exhibit B-1</b> | Preliminary architectural plan prepared by Joseph S. Partain                                                                                                                                         |
| <b>Exhibit B-2</b> | Description of Premises (Bldg 1103)                                                                                                                                                                  |
| <b>Exhibit B-3</b> | Description of Premises (Bldg 1205)                                                                                                                                                                  |
| <b>Exhibit C</b>   | Inventory of FF&Es                                                                                                                                                                                   |
| <b>Exhibit D</b>   | Intergovernmental Service Agreement between the United States Department of Homeland Security U.S. Immigration and Customs Enforcement and the England Economic and Industrial Development District; |
| <b>Exhibit E</b>   | Environmental Compliance Manual, if applicable                                                                                                                                                       |
| <b>Exhibit F</b>   | Non-Discrimination                                                                                                                                                                                   |
| <b>Exhibit G</b>   | Insurance Requirements                                                                                                                                                                               |

SIGNATURES ON FOLLOWING PAGE

THUS, DONE AND SIGNED, this 3<sup>rd</sup> day of August 2026, in multiple original counterparts, before the undersigned, competent witnesses.

WITNESSES:

Cathy Coplin

Cathy Coplin  
(printed name of witness)

Ashia T. Branigan

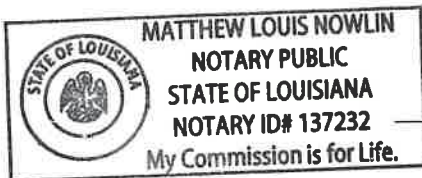
Ashia T. Branigan  
(printed name of witness)

ENGLAND ECONOMIC AND  
INDUSTRIAL DEVELOPMENT  
DISTRICT

BY: Ralph Hennessy  
Ralph Hennessy,  
Executive Director

Matthew Nowlin

NOTARY PUBLIC



\_\_\_\_\_  
(printed name of Notary and Notary Number)

MY COMMISSION EXPIRES: \_\_\_\_\_

THUS, DONE AND SIGNED, this 4<sup>th</sup> day of August 2026, in multiple original counterparts, before the undersigned, competent witnesses.

WITNESSES:

**THE LASALLE FAMILY  
FOUNDATION**

Misty Farley

Misty Farley  
(printed name of witness)

BY:

William K. McConnell

William K. McConnell,  
Authorized Signer

Sofia McGuire

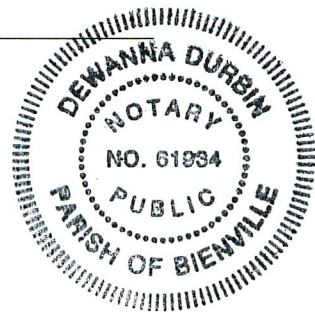
Sofia McGuire  
(printed name of witness)

Dewanna Durbin

NOTARY PUBLIC

Dewanna Durbin #61934  
(printed name of Notary and Notary Number)

MY COMMISSION EXPIRES: with life



# EXHIBIT B-1

Preliminary Architectural Plan  
Prepared by Joseph S. Partain

|             |           |       |
|-------------|-----------|-------|
| PROJECT #   | REVISION: | DATE: |
| DRAWN BY:   |           |       |
| CHECKED BY: |           |       |
| DRAWN BY:   |           |       |
| CHECKED BY: |           |       |
| ARCH PLANS  |           |       |
| CIVIL PLANS |           |       |
| SHEET       |           |       |

## NEW FAMILY QUARTERS & SIDEWALKS

ALEXANDRIA, LOUISIANA

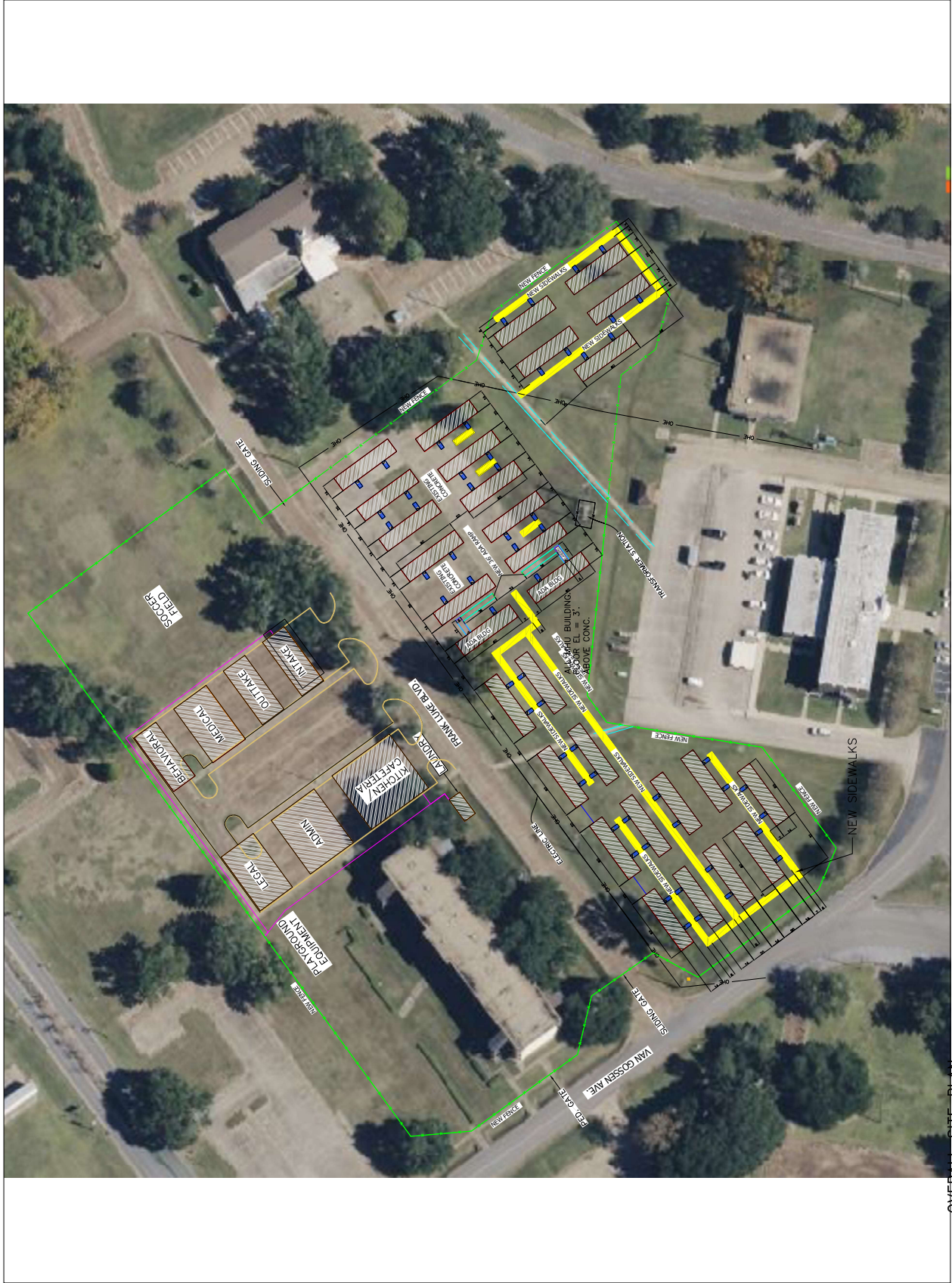
ALEXANDRIA, LOUISIANA

THESE DRAWINGS AND DESIGN ARE THE PROPERTY OF JOSEPH S. PATAIAN ARCHITECT. THEY ARE SUBMITTED ON THE CONDITION THAT THEY ARE NOT TO BE USED, REPRODUCED, OR COPIED IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO OTHERS, WITHOUT THE PRIOR WRITTEN CONSENT OF JOSEPH S. PATAIAN ARCHITECT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE, ARE HEREBY SPECIFICALLY RESERVED.

|              |   |  |  |  |
|--------------|---|--|--|--|
| PRELIMINARY  |   |  |  |  |
| REVIEW       |   |  |  |  |
| BIDDING      |   |  |  |  |
| PERMIT       |   |  |  |  |
| CONSTRUCTION |   |  |  |  |
| DATE:        | - |  |  |  |
| #            |   |  |  |  |



**JSP**



OVERALL SITE PLAN  
SCALE: 1:40

# EXHIBIT B-2

Description of Premises  
(Bldg 1103)

**EXHIBIT B-2**  
Building 1103 | 1603 Frank Luke Blvd.



# EXHIBIT B-3

Description of Premises  
(Bldg 1205)

**EXHIBIT B-3**  
Building 1205 | 1406 Van Gossen Avenue



# EXHIBIT D

Intergovernmental Service Agreement  
between the United States Department of  
Homeland Security U.S. Immigration  
and Customs Enforcement  
and  
the England Economic and Industrial  
Development District

# EXHIBIT E

## Environmental Compliance Manual

## **ENVIRONMENTAL COMPLIANCE MANUAL**

1. Definitions:

a. As used herein, the term “Environmental Law” and/or “Environmental Laws” means any and all laws, regulations or ordinances including, without limitation, any applicable judicial or administrative order, consent decree, or judgment applicable to the Premises relating to the regulation or protection of human health, safety or the environment, natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, or vegetation), as well as protected sites or artifacts of historical or cultural significance. By way of further example, and without limiting the breadth of the foregoing, “Environmental Laws” include, but are not limited to, the National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.); the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.); the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.); the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.); the Federal Coastal Zone Management Act, as amended (16 U.S.C. §§ 1451 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.); the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300(f) et seq.), and any and all regulations promulgated thereunder and all similar state and local laws, statutes, ordinances, regulations, judicial or administrative orders, consent decrees, or judgments.

b. As used herein, the term “Hazardous Materials” means any substance, material, or waste which is (i) defined now or hereafter as a “pollutant,” “contaminant,” “hazardous waste,”

“hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “industrial waste,” or other similar term or phrase under any Environmental Law, (ii) any substance, the presence of which on, under or in the Premises, or contained in any structure thereon, is prohibited or regulated by Environmental Law or which requires investigation, removal, response or remediation under any Environmental Law, or (iii) petroleum or any fraction or by-product thereof, asbestos, any polychlorinated biphenyl, urea formaldehyde foam insulation, radon or any other radioactive or explosive substance, methane, volatile hydrocarbons, industrial solvent, or per- or polyfluoroalkyl substance.

c. As used herein, the term “Release” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

d. Any other capitalized terms not defined herein shall, unless the context otherwise provides, have the meaning ascribed such term in the Agreement to which these Environmental Compliance Provisions are attached.

2. THE LASALLE FAMILY FOUNDATION acknowledges that the Premises are within the former England Air Force Base and are subject to the requirements of the England AFB Installation Restoration Program (IRP). To The EEIDD’s actual knowledge, except as described in the Environmental Baseline Survey for the Premises, dated November 1993, updated September 1994, there has been no Release of or treatment, storage or handling of Hazardous Materials at,

on, from or under the Premises or any material violation of Environmental Laws (as hereinafter defined) related to the Premises.

3. The United States and the Louisiana Department of Environmental Quality have reserved access to the Premises in the event future remediation or response is deemed necessary by the United States. The Agreement shall be subject to the proper exercise of such access rights reserved by the United States or the Louisiana Department of Environmental Quality and, subject to the terms and conditions hereof, such access shall not be deemed a disturbance of THE LASALLE FAMILY FOUNDATION's peaceful possession of the Premises. Except as otherwise set forth herein, the proper exercise of such access rights shall not form a basis for termination or suspension of the Agreement, for a claim that the rent should be reduced, or for damages or loss resulting from interruption of THE LASALLE FAMILY FOUNDATION's operations. THE LASALLE FAMILY FOUNDATION agrees that, subject to the terms and condition of the Agreement and these Environmental Compliance Provisions, The EEIDD assumes no liability to THE LASALLE FAMILY FOUNDATION and THE LASALLE FAMILY FOUNDATION shall have no claims against the EEIDD for any interference of THE LASALLE FAMILY FOUNDATION's use of the Premises resulting from implementation of the England AFB IRP or other Hazardous Materials cleanup requirements, whether imposed by law, regulatory agencies, or the United States Air Force or the Department of Defense. Notwithstanding the foregoing or anything to the contrary contained herein or in the Agreement, if the United States or the Louisiana Department of Environmental Quality accesses the Premises and such access prevents or materially interferes with THE LASALLE FAMILY FOUNDATION's use of or access to the Premises, as determined by THE LASALLE FAMILY FOUNDATION, then all rent and any other

charges payable by THE LASALLE FAMILY FOUNDATION under the Agreement shall abate until such access ceases and THE LASALLE FAMILY FOUNDATION's use of and/or access to the Premises is restored to the same manner as existed prior to such access. Moreover, if any such access by the United States or the Louisiana Department of Environmental Quality prevents or materially interferes with THE LASALLE FAMILY FOUNDATION's use of or access to the Premises for a period of thirty (30) consecutive days, then THE LASALLE FAMILY FOUNDATION may, by delivering written notice to the EEIDD, terminate the Agreement. In the event THE LASALLE FAMILY FOUNDATION elects to terminate the Agreement pursuant to the immediately preceding sentence, the Agreement shall be terminated immediately upon delivery of such notice to the EEIDD, and neither party shall have any further rights or obligations under the Agreement, except those that expressly survive the termination of the Agreement.

4. THE LASALLE FAMILY FOUNDATION shall comply with all Environmental Laws in connection with its use of the Premises. THE LASALLE FAMILY FOUNDATION shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Agreement.

5. THE LASALLE FAMILY FOUNDATION agrees, unless expressed otherwise in writing, that all uses of the Premises shall be restricted to that provided for in Section 2.4 of the Agreement.

6. THE LASALLE FAMILY FOUNDATION agrees not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede the integrity of any groundwater monitoring wells on the Premises or anywhere else in the Airpark. The current location of these monitoring wells may be obtained upon written request to the EEIDD. THE LASALLE FAMILY

FOUNDATION agrees further to promptly notify The EEIDD in writing in the event THE LASALLE FAMILY FOUNDATION or any of its employees, contractors, or invitees violate this provision.

7. THE LASALLE FAMILY FOUNDATION agrees that it will not construct any groundwater wells on the Premises or anywhere else within the Airpark, or extract or permit to be extracted any groundwater underlying the Premises or the Airpark. THE LASALLE FAMILY FOUNDATION further agrees to promptly notify the EEIDD in writing in the event THE LASALLE FAMILY FOUNDATION or any of its employees, contractors, or invitees violate this provision.

8. THE LASALLE FAMILY FOUNDATION agrees not to disturb, move, damage, mar, tamper with, interfere with, obstruct or impede the integrity of any operating remedial systems or infrastructure associated with any environmental remedies on the Premises or anywhere else within the Airpark. The current location of these operating remedial systems, or infrastructure associated with environmental remedies may be obtained upon written request to the EEIDD. THE LASALLE FAMILY FOUNDATION agrees further to promptly notify the EEIDD in writing in the event THE LASALLE FAMILY FOUNDATION or any of its employees, contractors or invitees violate this provision.

9. THE LASALLE FAMILY FOUNDATION agrees not to allow vehicular traffic, digging, or round disturbing work on the landfill closure cap maintained by the United States, the location of which may be obtained upon written request to the EEIDD. THE LASALLE FAMILY FOUNDATION agrees further to promptly notify the EEIDD in writing in the event THE

LASALLE FAMILY FOUNDATION or any of its employees, contractors or invitees violate this provision.

10. THE LASALLE FAMILY FOUNDATION agrees to not enter any restricted area known as the Lagoon, and shall refrain from and shall prohibit its employees from fishing, frogging, or engaging in the removal of other wildlife from the Lagoon. THE LASALLE FAMILY FOUNDATION agrees to promptly notify the EEIDD should THE LASALLE FAMILY FOUNDATION or any of its employees, contractors or invitees violate this provision.

11. The EEIDD agrees to refrain from and prohibit its employees from excavation or removal of the soil, or conducting any surface activities, such as the construction of a ditch, pond or impoundment, that may inject or divert water into the groundwater, or otherwise allow groundwater recharge into any of the Petroleum/Industrial restricted sites identified by the United States. The location of these sites may be obtained upon written request to the EEIDD.

12. Indemnification:

a. THE LASALLE FAMILY FOUNDATION shall indemnify, defend, and hold harmless the EEIDD from and against any and all claims, judgments, damages, costs, expenses (including reimbursement of reasonable attorneys' and expert fees), liabilities, fines, penalties, or losses, including costs of remediation and clean up, resulting from Releases of Hazardous Materials on, from, or under the Premises, violations of Environmental Law at the Premises, or violation of these Environmental Compliance Provisions, in each event to the extent actually caused by THE LASALLE FAMILY FOUNDATION, its officers, agents, employees, contractors, or the invitees of any of them.

b. Notwithstanding any provision to the contrary in these Environmental Compliance Provisions or the Agreement, The EEIDD shall indemnify, defend, and hold THE LASALLE FAMILY FOUNDATION harmless from and against any and all claims, judgments, damages, costs, expenses (including reimbursement of reasonable attorneys' and expert fees), liabilities, fines, penalties, or losses, including costs of remediation and clean up, arising from (i) any Release of Hazardous Materials first occurring on, from, or under the Premises prior to the Commencement Date and (ii) at any time, the EEIDD's or any of its occupant's, tenant's, subtenant's, agent's, contractor's, licensee's, or invitee's (collectively, "The EEIDD Parties") failure to comply with the Environmental Laws or any Release by the EEIDD or the EEIDD Parties of Hazardous Materials on, from, or under the Premises.

c. The Parties' obligations and liabilities under this Exhibit shall survive the expiration or earlier termination of the Agreement.

13. Subject to the terms and conditions of the Agreement, The EEIDD's rights specifically include the right for the EEIDD's designated persons to inspect upon reasonable advance notice the Premises for compliance by THE LASALLE FAMILY FOUNDATION with Environmental Laws without materially disturbing THE LASALLE FAMILY FOUNDATION's use of or access to the Premises, if and to the extent The EEIDD is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Unless otherwise required by Environmental Law or any other legal obligation of the EEIDD, The EEIDD shall give THE LASALLE FAMILY FOUNDATION forty-eight (48) hours' prior notice of its intention to enter the Premises.

14. Subject to the terms and conditions hereof, after first notifying THE LASALLE FAMILY FOUNDATION at least ten (10) business days in advance, The EEIDD may also enter the Premises for any of the following purposes:

a. If required by the England AFB IRP, to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings and other activities;

b. To conduct any test or survey required for the implementation of the England AFB IRP or to verify any data required to be submitted to the Environmental Protection Agency (EPA) or the Louisiana Environmental Protection Agency by The EEIDD relating to the England AFB IRP; and

c. To construct, operate, maintain or undertake any other response or remedial action as required by the England AFB IRP, including, but not limited to, monitoring wells, pumping wells and treatment facilities.

15. The EEIDD shall not, in the exercise of any rights hereunder, prevent or materially interfere with THE LASALLE FAMILY FOUNDATION's use of or access to the Premises. Except as provided below, the EEIDD is not responsible for any removal or containment of asbestos or lead based paint. If THE LASALLE FAMILY FOUNDATION intends to make any alterations that require the removal of asbestos or lead based paint, all construction plans shall be submitted to The EEIDD prior to the commencement of any work.

16. Except as otherwise expressly set forth in this Paragraph 15, or if the cost of such removal or containment is provided for within the IGSA, the EEIDD shall be responsible for the removal or containment of asbestos or asbestos-containing material (collectively, "ACM") existing

in the Premises on the Commencement Date if such ACM is damaged or deteriorated to the extent that it creates a potential source of airborne fibers. In such instance where the EEIDD is responsible for the removal or containment of ACM, the EEIDD agrees to abate all such existing damaged or deteriorated ACM as provided in this Paragraph 15 in compliance with Environmental Law. The EEIDD may choose the most economical means of abating any such damaged or deteriorated ACM, which may include removal or containment, or a combination of removal and containment. The EEIDD shall not prevent or materially interfere with THE LASALLE FAMILY FOUNDATION's use of or access to the Premises in connection with any abatement of ACM required by the EEIDD hereunder. If ACM becomes damaged due to THE LASALLE FAMILY FOUNDATION's use or occupancy of the Premises during the term of the Agreement and such damage creates a potential source of airborne fibers, then THE LASALLE FAMILY FOUNDATION shall abate such ACM at its sole cost and expense. In an emergency, THE LASALLE FAMILY FOUNDATION shall notify The EEIDD as soon as practicable of its emergency ACM responses. THE LASALLE FAMILY FOUNDATION shall be responsible for monitoring the condition of existing ACM on the Premises for deterioration or damage, and accomplishing repairs to the extent required by the terms of this Paragraph 15.

17. Prior to the storage, mixing, or application by THE LASALLE FAMILY FOUNDATION of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, THE LASALLE FAMILY FOUNDATION shall prepare a plan for storage, mixing, and application of pesticides ("Pesticide Management Plan"). The Pesticide Management Plan shall be sufficient to meet all applicable federal, state, and local pesticide requirements. THE LASALLE FAMILY FOUNDATION shall store, mix, and apply all pesticides within the Premises

only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

18. If THE LASALLE FAMILY FOUNDATION discharges wastewater into The EEIDD's treatment works, THE LASALLE FAMILY FOUNDATION must submit an application for its discharge (pretreatment permit application) prior to the start of the Agreement. THE LASALLE FAMILY FOUNDATION will be responsible for meeting all applicable and reasonable wastewater discharge permit standards. THE LASALLE FAMILY FOUNDATION will not discharge wastewater under the authority of any National Pollutant Discharge Elimination System permit, pretreatment permit, or any other issued to the Airpark.

# EXHIBIT F

## Non-Discrimination Provisions

## **NON-DISCRIMINATION**

This Exhibit is attached to and made a part of that certain Cooperative Endeavor Agreement (“Agreement”) dated July 13, 2026, by and between the ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT (the “EEIDD”) and THE LASALLE FAMILY FOUNDATION, LLC (“THE LASALLE FAMILY FOUNDATION”). Any capitalized terms used but not defined in this Exhibit shall have the meaning ascribed to such term in the Agreement or by pertinent statute or regulation if defined therein. The EEIDD and THE LASALLE FAMILY FOUNDATION acknowledge and agree that no breach or default by either party of any terms of this Exhibit shall be deemed to have occurred without giving effect to applicable notice and cure periods under the Agreement.

THE LASALLE FAMILY FOUNDATION agrees that its use of the Premises shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (to the extent required by Applicable law), age, or disability be excluded from using the facilities on the Premises or obtaining the services provided thereon, or from participating in any activity conducted with or benefiting from Federal assistance. If THE LASALLE FAMILY FOUNDATION transfers its interest in and to the Agreement to another, the transferee is obligated in the same manner as THE LASALLE FAMILY FOUNDATION. This provision obligates THE LASALLE FAMILY FOUNDATION for the period during which the Premises is owned, used, or possessed by THE LASALLE FAMILY FOUNDATION and THE EEIDD remains obligated to the Federal Aviation Administration (“FAA”). This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Compliance with Nondiscrimination Requirements.** During the Term of the Agreement, THE LASALLE FAMILY FOUNDATION agrees as follows:

A. Compliance with Regulations: THE LASALLE FAMILY FOUNDATION will ensure that its use of the Premises complies with the Title VI List of Pertinent Nondiscrimination Authorities, as they may be amended from time to time, which are attached herein and are incorporated by reference and made a part of the Agreement (collectively, the “Nondiscrimination Authorities”).

B. Nondiscrimination: THE LASALLE FAMILY FOUNDATION agrees, with regard to the work performed by it on the Premises during the Term of the Agreement, THE LASALLE FAMILY FOUNDATION will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. THE LASALLE FAMILY FOUNDATION will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Authorities, including employment practices, when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, in connection with THE LASALLE FAMILY FOUNDATION's selection and retention of sub-contractors with regard to the work performed by THE LASALLE FAMILY FOUNDATION on the Premises during the Term of the Agreement.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by THE LASALLE FAMILY FOUNDATION for work to be performed on the Premises during the Term of the Agreement under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by THE LASALLE FAMILY FOUNDATION of THE LASALLE FAMILY FOUNDATION's obligations under the Agreement and the Nondiscrimination Authorities on the grounds of race, color or national origin.

D. Information and Reports: THE LASALLE FAMILY FOUNDATION will provide all information and reports required by the Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be reasonably determined by THE EEIDD or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Authorities and instructions. Where any information required of THE LASALLE FAMILY FOUNDATION is in the exclusive possession of another who fails or refuses to furnish the information, THE LASALLE FAMILY FOUNDATION will so certify to THE EEIDD or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event THE LASALLE FAMILY FOUNDATION fails to comply with the provisions of this Exhibit and such failure continues for a period of thirty (30) days after THE LASALLE FAMILY FOUNDATION's receipt of written notice of such noncompliance from THE EEIDD, then such failure to comply shall be an Event

of Default under the Agreement, and THE EEIDD shall be entitled to all applicable rights and remedies for such Event of Default under the Agreement.

F. Incorporation of Provisions: THE LASALLE FAMILY FOUNDATION will include the provisions of this Exhibit in every subcontract for work to be performed on the Premises during the Term of the Agreement, including procurement of materials and leases of equipment, unless exempt by the Authorities, and directives issued pursuant thereto. THE LASALLE FAMILY FOUNDATION will take action with respect to any such subcontract or procurement as THE EEIDD or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if THE LASALLE FAMILY FOUNDATION becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, THE LASALLE FAMILY FOUNDATION may request THE EEIDD to enter into any litigation to protect the interests of THE EEIDD. In addition, THE LASALLE FAMILY FOUNDATION may request the United States to enter into the litigation to protect the interests of the United States.

**Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.**

A. THE LASALLE FAMILY FOUNDATION, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree during the Term of the Agreement that in the event facilities are constructed, maintained, or otherwise operated by THE LASALLE FAMILY FOUNDATION on the Premises described in the Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, THE LASALLE FAMILY FOUNDATION will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

**Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

THE LASALLE FAMILY FOUNDATION, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree during the Term of the Agreement that in connection with THE LASALLE FAMILY

FOUNDATION's use of or desired alterations, if any, to the Premises (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities that form a part of the Premises, (2) that in the construction of any improvements on, over, or under such Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that THE LASALLE FAMILY FOUNDATION will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES**

During the Term of the Agreement, THE LASALLE FAMILY FOUNDATION, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities with respect to THE LASALLE FAMILY FOUNDATION's use of the Premises to the extent applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

# EXHIBIT G

## Insurance Requirements

- A. Insurance Requirements: Subcontractor shall maintain, at its own expense, and at all times during the term of this Agreement, insurance coverage reasonably acceptable to Contractor and consistent with the risk associated with operation of the Facility, including the following minimum limits:

| <b>Coverage</b>                                                        | <b>Minimum Amount</b>                                       |
|------------------------------------------------------------------------|-------------------------------------------------------------|
| Commercial General Liability                                           | \$3,000,000 per occurrence / \$5,000,000 aggregate          |
| Professional Liability / Medical Professional Liability, as applicable | \$3,000,000 per occurrence or claim / \$5,000,000 aggregate |
| Automobile Liability - Combined Single Limit                           | \$1,000,000 per occurrence                                  |
| Workers' Compensation                                                  | Statutory limits                                            |
| Employer's Liability                                                   | \$3,000,000 per occurrence                                  |
| Umbrella / Excess Liability                                            | Not less than \$5,000,000 per occurrence and aggregate      |

The required liability coverage shall include, or be endorsed to include, coverage for claims arising out of the operation of a residential, detention, staging, housing, or similar custodial care facility, including, to the extent commercially available, claims involving civil rights violations, punitive damages where insurable by law, sexual abuse or molestation, negligent hiring, training, retention, or supervision, medical denial or delayed medical care, deliberate indifference, and similar constitutional or statutory claims arising from the care, custody, supervision, housing, transportation, or services provided to persons served under this Agreement.

All liability policies shall be written on an occurrence basis, except professional liability, which may be written on a claims-made basis if reasonably acceptable to Contractor. Contractor, The LaSalle Family Foundation, EEIDD, and their respective officers, directors, employees, agents, and representatives shall be named as additional insureds. Such policies shall be primary and non-contributory with respect to any insurance maintained by Contractor.