UNIVERSITY OF LOUISIANA SYSTEM
Iberville Building | 627 North 4th Street | Suite 2-203 | Baton Rouge, LA 70802
P 225.342.6950 | F 225.342.6473
www.ULSystem.edu

June 26, 2026

Dr. Kathy Johnson, President
University of New Orleans
New Orleans, LA 70148

Dear Dr. Johnson:

On June 25, 2026, the Board of Supervisors for the University of Louisiana System approved the following requests from the University of New Orleans:

F.6. Approval to terminate three academic programs: B.A. International Studies; M.A. in Teaching Elementary Education/Special Education Mild/Moderate Disabilities Grades 1-5; and M.A. in Teaching Secondary Education/Special Education Mild/Moderate Disabilities Grades 6-12.

F.7. Approval of 2025-26 Promotions in Faculty Rank and Recommendations for Tenure.

I.3. Approval to allow Friends of Hynes to build the Performance Athletic Center for Hynes UNO within the area currently leased to Friends of Hynes by the University.

J.6. Approval for the execution of a supplemental lease between the Board, on behalf of the University, and UNO Research and Technology Foundation, in connection with modifications to Series 2022 Bond repayment terms subject to approval by the LSU Board of Supervisors on June 26.

Enclosed for your records are the Executive Summaries with the resolutions that were approved by the Board along with the approved personnel actions. If you have any questions, please do not hesitate to contact me.

Sincerely,

Carol Slaght

Carol Slaght
Executive Assistant to the Board

Approved by the Board of Supervisors for the University of Louisiana System on June 25, 2026.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

June 25, 2026

Item F.6. **University of New Orleans'** request for approval to terminate three academic programs.

EXECUTIVE SUMMARY

The University of New Orleans (UNO) seeks approval to discontinue three (3) academic programs due to persistently low enrollment and degree completion rates. Affected programs and key considerations are outlined below.

<u>BA in International Studies</u>

· Current enrollment: 21 students across all class levels.
· A teach-out plan and targeted advising will support timely degree completion.
· No adverse faculty impact is anticipated.
· Faculty are developing an 18-hour minor to preserve international studies content within other academic pathways.

<u>MAT in Elementary Education/Special Education Mild/Moderate Disabilities Grades 1-5</u>

· Current enrollment: 3 students.
· A two-year teach-out plan has been created to allow all enrolled students to finish the program.
· No impact on faculty or the School of Education's structure.

<u>MAT in Teaching Secondary Education/Special Education Mild/Moderate Disabilities Grades 6-12</u>

· No students currently enrolled; therefore, no teach-out plan is required.
· No impact on faculty or the School of Education's structure.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request to terminate three academic programs.*

THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

June 4, 2026

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
627 North 4th Street, Suite 2-2023
Baton Rouge, LA 70802

Re: Academic Program Terminations

Dear Dr. Gallot,

On behalf of the University of New Orleans, I am requesting approval to terminate three (3) academic programs.

The programs considered for termination are as follows:

- Bachelor of Arts International Studies
- Master of Arts in Teaching Elementary Education/Special Education Mild/Moderate Disabilities Grades 1-5
- Master of Arts in Teaching Secondary Education/Special Education Mild/Moderate Disabilities Grades 6-12

Thank you for your consideration.

Sincerely,

Kathy E. Johnson
President

2000 Administration Annex | 2000 Lakeshore Drive | New Orleans, Louisiana 70148
phone 504.280.6201 | *fax* 504.280.6872

Request to Terminate an Academic Degree Program or Administrative/Research Unit

1. Institution University of New Orleans

2. Type of Termination (check one)

X A. Academic Program (If A, complete *all* remaining sections)

______ B. Administrative Unit (If B, skip sections 3, 4, 5, and 6)

______ C. Research Unit – Center or Institute (If C, skip sections 3, 4, 5, and 6)

3. Degree Designation. (BA, MS, PhD, etc.) BA

4. Title and CIP Code. International Studies CIP:302001

5. Semester/year at which no new enrollments will be accepted. Spring 2026

6. Teach-out plan, including semester/year at which reporting of degrees shall cease.
Currently, 21 students are enrolled in the B.A. International Studies (4 First year, 8 Soph, 4 Juniors, 5 Seniors). This program is an interdisciplinary program where coursework satisfying major area requirements are taught by faculty in Anthropology, Economics, Foreign Languages, Geography, History, Political Science, and Sociology. All coursework can also satisfy degree requirements for other majors (e.g., B.A. History, B.A. Political Science); therefore, the 4 year Teach Out plan will focus on intentional advising to ensure students complete their programs in a timely fashion. No courses are projected to be eliminated as would be the case in a typical Teach out plan.

7. Approval date for termination by management board. June 2026

8. Reason for request. (Ex: low demand, job opportunities, changing focus, program duplication, loss of funding sources, etc.) **Explanation:** This program of study has met the Board of Regents definition of a Low Completer program for multiple cycles. The program is rigorous and well respected but is not sustainable given the enrollment and completer numbers. Faculty are developing an 18- hour minor to integrate international studies knowledge and approaches into their pursuit of other majors.

This program is comprised of interdisciplinary coursework offered by multiple departments. The program is coordinated by a faculty member in the Department of History and Philosophy who teaches coursework in History in addition to coordinating the B.A. International Studies program. There will be no impact on faculty number or assignment other than adjusting the lead faculty member's workload to coordinate the Teach Out plan and the minor programs of study associated with International Studies.

** In the explanation include statements which address the impact of the termination upon remaining programs/units (if applicable). For example, a request to terminate the Department of Chemistry should also include information about the academic programs in that Department – will they be maintained or terminated as well? If maintained, where will they reside? Will the department maintaining these programs be re-named? How will this further affect the administrative structure at the institution?*

9. If collaboration with other institutions is involved, identify partners. Each participating institution must submit a separate request form.
N/A

10. Program/Unit Contact (name, title, email address, telephone number)
Darrell Kruger, Ph.D. Provost and Senior Vice President of Academic Affairs dkruger@uno.edu 504-280-4416

Campus Head: **Date: 5/11/2026**

Management Board: **Date:**

Request to Terminate an Academic Degree Program or Administrative/Research Unit

1. Institution University of New Orleans

2. Type of Termination (check one)

X A. Academic Program (If A, complete *all* remaining sections)

______ B. Administrative Unit (If B, skip sections 3, 4, 5, and 6)

______ C. Research Unit – Center or Institute (If C, skip sections 3, 4, 5, and 6)

3. Degree Designation. (BA, MS, PhD, etc.) MAT

4. Title and CIP Code. Elem Ed & Spec Ed M/Mod Gr 1-5 CIP: 131202

5. Semester/year at which no new enrollments will be accepted.
Summer 2026

6. Teach-out plan, including semester/year at which reporting of degrees shall cease.
There are three students enrolled in the M.A.T. Elementary Education and Special Education Grades 1-5 program. A 2 year Teach Out plan has been developed for each student to complete the program in a reasonable time period. Intentional advising will be provided to each student to ensure awareness of course rotations.

7. Approval date for termination by management board.
June 2026

8. Reason for request. (Ex: low demand, job opportunities, changing focus, program duplication, loss of funding sources, etc.)

Explanation: This program meets the Board of Regents definition of a Low Completer program. Demand for the program has reduced due to several reasons including: the shift to a charter school model by the Orleans Parish Public Schools (charter schools do not require teachers to hold state teaching certification), the launch of district-provided certification programs (currently in place in the Jefferson Parish Public Schools, the largest area school district) and the option for teachers to gain certification via a non-degree alternative program which can be completed in a shorter period of time. The University has launched a non-degree alternate certification program piloted through funding by the Taylor Foundation.

The School of Education includes 6 full time faculty who offer all undergraduate and graduate teacher certification programs. This program termination will not affect the number of faculty or the structure of the School of Education. The M.A.T Elementary Education Grades 1-5 will continue to be offered.

** In the explanation include statements which address the impact of the termination upon remaining programs/units (if applicable). For example, a request to terminate the Department of Chemistry should also include information about the academic programs in that Department – will they be maintained or terminated as well? If maintained, where will they reside? Will the department maintaining these programs be re-named? How will this further affect the administrative structure at the institution?*

9. If collaboration with other institutions is involved, identify partners. Each participating institution must submit a separate request form. N/A

10. Program/Unit Contact (name, title, email address, telephone number)
Darrell Kruger, Ph.D. Provost and Senior Vice President of Academic Affairs dkruger@uno.edu 504-280-4416

Campus Head: **Date: 5/11/2026**

Management Board: **Date:**

(Append documentation to this form.)

Request to Terminate an Academic Degree Program or Administrative/Research Unit

1. Institution University of New Orleans

2. Type of Termination (check one)

X A. Academic Program (If A, complete *all* remaining sections)

______ B. Administrative Unit (If B, skip sections 3, 4, 5, and 6)

______ C. Research Unit – Center or Institute (If C, skip sections 3, 4, 5, and 6)

3. Degree Designation. (BA, MS, PhD, etc.) MAT

4. Title and CIP Code. Sec Ed & Spec Ed M/Mod Gr 6-12 131205

5. Semester/year at which no new enrollments will be accepted.
Summer 2026

6. Teach-out plan, including semester/year at which reporting of degrees shall cease.
No students are currently enrolled in the M.A.T. Secondary Education and Special Education Mild/Moderate Disabilities program. There will be no need for a Teach-out Plan.

7. Approval date for termination by management board.
June 2026

8. Reason for request. (Ex: low demand, job opportunities, changing focus, program duplication, loss of funding sources, etc.)

Explanation: This program meets the Board of Regents definition of a Low Completer program. Demand for the program has reduced due to several reasons including: the shift to a charter school model by the Orleans Parish Public Schools (charter schools do not require teachers to hold state teaching certification), the launch of district-provided certification programs (currently in place in the Jefferson Parish Public Schools, the largest area school district) and the option for teachers to gain certification via a non-degree alternative program which can be completed in a shorter period of time. The University has launched a non-degree alternate certification program piloted through funding by the Taylor Foundation.

The School of Education includes 6 full time faculty who offer all undergraduate and graduate teacher certification programs. This program termination will not affect the number of faculty or the structure of the School of Education. The M.A.T. Secondary Education Grades 6 -12 will continue to be offered.

** In the explanation include statements which address the impact of the termination upon remaining programs/units (if applicable). For example, a request to terminate the Department of Chemistry should also include information about the academic programs in that Department – will they be maintained or terminated as well? If maintained, where will they reside? Will the department maintaining these programs be re-named? How will this further affect the administrative structure at the institution?*

9. If collaboration with other institutions is involved, identify partners. Each participating institution must submit a separate request form. N/A

10. Program/Unit Contact (name, title, email address, telephone number)
Darrell Kruger, Ph.D. Provost and Senior Vice President of Academic Affairs dkruger@uno.edu 504-280-4416

Campus Head: **Date: 5/11 2026**

Management Board: **Date:**

(Append documentation to this form.)

THE UNIVERSITY of NEW ORLEANS
ACADEMIC AFFAIRS

BA – International Studies – Board of Regents CRIN CIP 302001

Proposal: Eliminate the BA in International Studies

Plan: Offer International Studies as a minor

Reason for Request/Rationale: This program of study has met the Board of Regents definition of a Low Completer program for multiple cycles. The program is rigorous and well respected but is not sustainable given the enrollment and completer numbers. Faculty are developing an 18- hour minor to integrate international studies knowledge and approaches into their pursuit of other majors.

Teach-Out Plan: Currently, 21 students are enrolled in the B.A. International Studies (4 First year, 8 Soph, 4 Juniors, 5 Seniors). This program is an interdisciplinary program where coursework satisfying major area requirements are taught by faculty in Anthropology, Economics, Foreign Languages, Geography, History, Political Science, and Sociology. All coursework can also satisfy degree requirements for other majors (e.g., B.A. History, B.A. Political Science); therefore, the 4-year teach out plan will focus on intentional advising to ensure students complete their programs in a timely fashion. No courses are projected to be eliminated as would be the case in a typical teach out plan.

Faculty Implications: The B.A. International Studies is comprised of interdisciplinary coursework offered by multiple departments. The program is coordinated by a faculty member in the Department of History and Philosophy who teaches coursework in History in addition to coordinating the B.A. International Studies program. There will be no impact on faculty number or assignment other than adjusting the lead faculty member's workload to coordinate the Teach Out plan and the minor program of study associated with International Studies.

THE UNIVERSITY of NEW ORLEANS
ACADEMIC AFFAIRS

Student/Program Data for the BA in International Studies:

Enrollment				Completers			
AY22/23	AY23/24	AY24/25	3 Yr. Avg.	AY22/23	AY23/24	AY24/25	3 Yr. Avg.
36	33	30	33	6	3	7	5

First-Time Full-Time Freshmen			Program Retention Year 1 to Year 2		
Fall 2023	Fall 2024	Fall 2025	Fall 2022-Fall 2023	Fall 2023-Fall 2024	Fall 2024-Fall 2025

MAT – Elementary Education & Special Education Mild/Moderate Grades 1-5 – Board of Regents CRIN CIP 131202

Proposal: Eliminate the Master of Arts in Teaching Elementary Education & Special Education Mild/Moderate Grades 1-5

Plan: Continue to offer the MAT in Elementary Education Grades 1-5

Reason for Request/Rationale: This program meets the Board of Regents definition of a Low Completer program. Demand for the program has reduced due to several reasons including: the shift to a charter school model by the Orleans Parish Public Schools (charter schools do not require teachers to hold state teaching certification), the launch of district-provided certification programs (currently in place in the Jefferson Parish Public Schools, the largest area school district) and the option for teachers to gain certification via a non-degree alternative program which can be completed in a shorter period of time. The University has launched a non-degree alternate certification program piloted through funding by the Taylor Foundation.

Teach-Out Plan: There are three students enrolled in the M.A.T. Elementary Education and Special Education Grades 1-5 program. A 2 year Teach Out plan has been developed for each student to complete the program in a reasonable time period. Intentional advising will be provided to each student to ensure awareness of course rotations.

Faculty Implications: The School of Education includes 6 full time faculty who offer all undergraduate and graduate teacher certification programs. This program termination will not affect the number of faculty or the structure of the School of Education. The M.A.T Elementary Education Grades 1-5 will continue to be offered.

Student/Program Data:

Enrollment				Completers			
AY22/23	AY23/24	AY24/25	3 Yr. Avg.	AY22/23	AY23/24	AY24/25	3 Yr. Avg.
0	0	14	5	0	0	3	1

MAT – Secondary Education & Special Education Mild/Moderate Grades 6-12 – Board of Regents CRIN CIP 131205

Proposal: Eliminate the Master of Arts in Teaching Secondary Education & Special Education Mild/Moderate Grades 6-12.

Plan: Continue to offer the MAT in Secondary Education Grades 6-12

Reason for Request/Rationale: This program meets the Board of Regents definition of a Low Completer program. Demand for the program has reduced due to several reasons including: the shift to a charter school model by the Orleans Parish Public Schools (charter schools do not require teachers to hold state teaching certification), the launch of district-provided certification programs (currently in place in the Jefferson Parish Public Schools, the largest area school district) and the option for teachers to gain certification via a non-degree alternative program which can be completed in a shorter period of time. The University has launched a non-degree alternate certification program piloted through funding by the Taylor Foundation.

Teach-Out Plan: No students are currently enrolled in the M.A.T. Secondary Education and Special Education Mild/Moderate Disabilities program. There will be no need for a Teach-out Plan.

Faculty Implications: The School of Education includes 6 full time faculty who offer all undergraduate and graduate teacher certification programs. This program termination will not affect the number of faculty or the structure of the School of Education. The M.A.T. Secondary Education Grades 6-12 will continue to be offered.

Student/Program Data:

Enrollment				Completers			
AY22/23	AY23/24	AY24/25	3 Yr. Avg.	AY22/23	AY23/24	AY24/25	3 Yr. Avg.
0	0	0	0	0	0	0	0

Approved by the Board of Supervisors for the University of Louisiana System on June 25, 2026.

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

June 25, 2026

Item F.7. **University of New Orleans'** request for approval of 2025-26 Promotions in Faculty Rank and Recommendations for Tenure.

EXECUTIVE SUMMARY

Each August, the Board of Supervisors for the University of Louisiana (UL) System considers recommendations from its member institutions regarding faculty promotion in rank and the award of tenure. As the University of New Orleans (UNO) transitions from the UL System to the Louisiana State University (LSU) System, the two systems agreed that UNO would complete its current promotion and tenure cycle within the UL System prior to July 1, 2026, the effective date of the transition.

The University of New Orleans recommends twelve faculty for promotion in rank and five (5) recommended for tenure. Of those recommended for promotion in rank, seven (7) faculty members are proposed for promotion to the rank of Professor and five (5) to the rank of Associate Professor. Our review indicates that all recommended candidates have met the applicable institutional and System guidelines for promotion and tenure.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of their 2025-26 promotions in faculty rank and recommendations for tenure.*

THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

June 1, 2026

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
627 North 4th Street, Suite 2-2023
Baton Rouge, LA 70802

Re: Promotions in faculty rank

Dear Dr. Gallot,

On behalf of the University of New Orleans, I am requesting the attached recommendations for tenure and promotions in faculty rank be submitted at the June 2026 meeting of the University of Louisiana System Board of Supervisors for its consideration and approval.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson
President

THE UNIVERSITY of NEW ORLEANS
ACADEMIC AFFAIRS

To: Kathy E. Johnson
President

From: Darrell P. Kruger
Provost and Senior Vice President for Academic Affairs

Date: May 21, 2026

Re: Promotion and Tenure

It is my pleasure to submit this recommendation for promotion in faculty rank for the faculty members listed below:

- Amanuel Tadesse –recommend for promotion to Full Professor.
- Walter Lane –recommend for promotion to Full Professor.
- Christy Corey –recommend for promotion to Full Professor.
- Dong-Jun Min –recommend for promotion to Full Professor.
- Randy Kearns -recommend for promotion to Full Professor.
- Xiaochuan 'Vincent' Yu –recommend for promotion to Full Professor.
- Henry Griffin –recommend for promotion to Full Professor.

It is my pleasure to submit this recommendation for promotion and tenure in faculty rank for the faculty members listed below:

- Kelly Boyle -recommend for promotion to Associate Professor with tenure.
- James Wagner -recommend for promotion to Associate Professor with tenure.
- Kathy Rodriguez –recommend for promotion to Associate Professor with tenure.
- Michelle Wade –recommend for promotion to Associate Professor with tenure.
- Monica Farris –recommend for promotion to Associate Professor with tenure.

Faculty Member's Name	Present Rank	Recommended Action: Tenure (Y, E or N)	Recommended Action: Promotion (Proposed Rank or Denied)	Gender (M or F)	Race (B, W or O)
Amanuel Tadesse	Associate Professor		Professor	M	B
Christy Corey	Associate Professor		Professor	F	W
Dong-Jun Min	Associate Professor		Professor	M	O
James Wagner	Assistant Professor	Y	Associate Professor	M	W
Kelly Boyle	Assistant Professor	Y	Associate Professor	M	W
Randy Kearns	Associate Professor		Professor	M	W
Xiaochuan 'Vincent' Yu	Associate Professor		Professor	M	O
Walter Lane	Associate Professor		Professor	M	W
Henry Griffin	Associate Professor		Professor	M	W
Kathy Rodriguez	Assistant Professor	Y	Associate Professor	F	W
Michelle Wade	Assistant Professor	Y	Associate Professor	F	W
Monica Farris	Assistant Professor	Y	Associate Professor	F	W

Institution: University of New Orleans

I. FACULTY TENURE LISTS	
A. List Faculty Recommended for Tenure	*Requires completion of Tenure and Promotion Recommendation Summary* Attached
B. Provide a brief explanation for any faculty member who is recommended for tenure but has not served the usual six years probationary period, and/or does not have the terminal degree customarily expected, or other exception.	n/a
C. Indicate the number of faculty, tenured faculty, and tenure rate (% of faculty with tenure) for the University for the prior year (AY2024-25) and the rate after approval of those recommended for AY2025-26.	(see table below)
II. PROMOTION LISTS	
A. List Faculty Recommended for Promotion to Assistant Professor/Associate Professor/Professor	*Requires completion of Tenure and Promotion Recommendation Summary* Attached

	2025-2026	2026-2027
# of faculty	225	208
# tenured faculty	144	139
Tenure rate	64%	67%

<table>
<tr><td>B. Provide a brief explanation for any faculty member who is recommended for a promotion after a shorter than typical time in the prior rank, or other obvious exception.</td><td>n/a</td></tr>
<tr><td>C. Indicate the number of faculty, number of faculty at each rank and percent of total faculty at the University in each of the top two ranks (professor, associate professor) for AY2024-25 and the AY2025-26 (after Board approval).</td><td>
<table>
<tr><th></th><th>2025-2026</th><th>2026-2027</th></tr>
<tr><td># faculty</td><td>225</td><td>208</td></tr>
<tr><td>Professor</td><td>76</td><td>81</td></tr>
<tr><td>Associate Professor</td><td>68</td><td>59</td></tr>
<tr><td>Assistant Professor</td><td>34</td><td>26</td></tr>
<tr><td>Instructor</td><td>47</td><td>42</td></tr>
<tr><td>Professor %</td><td>34%</td><td>39%</td></tr>
<tr><td>Associate Professor %</td><td>30%</td><td>28%</td></tr>
</table>
</td></tr>
</table>

UNIVERSITY OF LOUISIANA SYSTEM **TENURE & PROMOTION RECOMMENDATION SUMMARY** **Date of Report:** June 1, 2026

UNIVERSITY: University of New Orleans **Recommendations Effective in Academic Year:** 2026-2027

Faculty Member's Name	Highest Degree Held	Present Rank	Recommended Action* (check appropriate box)		Unit or Department Conducting Review	Service			If Tenure Approved, Resulting % of Faculty Tenured in Unit or Dept	If Promotion Approved, Resulting # and % of Faculty at Each Rank in Unit or Dept			
			Tenure (Indicate Early Tenure with "E")	Promotion		Total Years at Current Rank	Total Years at Current Institution	Total Years Faculty Service at Other Institutions		Professor	Assoc Prof	Asst Prof	Instructor
Amanuel Tadesse	PhD	Associate Professor		X	Accounting	5	11	0	87.5%	4 / 50%	3 / 37.5%	1 / 12.5%	0
Walter Lane	PhD	Associate Professor		X	Economics & Finance	40	40	8	86%	5 / 71%	1 / 14%	1 / 14%	0
Christy Corey	PhD	Associate Professor		X	Management & Marketing	12	21	0	61%	8 / 44%	3 / 16.7%	3 / 16.7%	4 / 22%
Dong-Jun Min	PhD	Associate Professor		X	Management & Marketing	5	11	0	61%	8 / 44%	3 / 16.7%	3 / 16.7%	4 / 22%
Randy Kearns	PhD	Associate Professor		X	Management & Marketing	3	7	11	61%	8 / 44%	3 / 16.7%	3 / 16.7%	4 / 22%
Kelly Boyle	PhD	Assistant Professor	X	X	Biological Sciences	6	6	0	77%	6 / 46%	4 / 31%	2 / 15%	1 / 8%
James Wagner	PhD	Assistant Professor	X	X	Computer Science	6	6	0	78%	3/33%	4 / 45%	2 / 22%	0 / 0%
Xiaochuan 'Vincent' Yu	PhD	Associate Professor		X	Naval Architecture & Marine Engineering	5	11	0	100%	4 / 100%	0	0	0
Henry Griffin	MFA	Associate Professor		X	School of the Arts	6	19	0	85%	10 / 50%	7 / 35%	2 / 10%	1 / 5%
Kathy Rodriguez	MFA	Assistant Professor	X	X	School of the Arts	7	18	0	85%	10 / 50%	7 / 35%	2 / 10%	1 / 5%
Michelle Wade	PhD	Assistant Professor	X	X	School of Education	7	7	4	53%	0	8 / 53%	3 / 20%	4 / 27%
Monica Farris	PhD	Assistant Professor	X	X	Planning & Urban Studies	6	23	17	60%	2 / 40%	2 / 40%	0	1 / 20%
TOTAL			5	12									

*Attach written justification for recommendations of early tenure and promotion to Professor without terminal degree.

UNIVERSITY LEVEL SUMMARY DATA

(Complete this table and attach to Tenure and Promotion Recommendation Forms.)

If Tenure Approved, Resulting # and % of University Faculty Tenured at Each Rank				If Promotion Approved, Resulting # and % of University Faculty at Each Rank			
Prof	**Assoc Prof**	**Asst Prof**	**Instr**	**Prof**	**Assoc Prof**	**Asst Prof**	**Instr**
74 / 36%	61 / 29%	31 / 15%	42 / 20%	81 / 39%	59 / 28%	26 / 13%	42 / 20%

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 25, 2026

Item I.3. **University of New Orleans'** request to allow Friends of Hynes to build the Performance Athletic Center for Hynes UNO within the area currently leased to Friends of Hynes by the University.

EXECUTIVE SUMMARY

Edward Hynes Charter School at UNO ("Hynes UNO"), which is recognized as one of the top elementary schools in New Orleans, opened on the University of New Orleans campus in August 2024 pursuant to a ground lease dated October 2021 between the Board of Supervisors for the University of Louisiana System, on behalf of UNO, and Friends of Hynes, a Louisiana nonprofit corporation. Currently, Hynes UNO's physical facilities consist of a recently constructed academic building and a separate cafeteria building, and the school is fully enrolled as a K-6th grade school for the 2025-26 school year with approximately 700 students.

Friends of Hynes desires to construct a new Performance Athletic Center (PAC) for UNO Hynes, which will be a separate, 18,500-square-foot, one-story structure located on the leased premises. Along with a gymnasium, the PAC will provide additional academic and professional development space for the school. Friends of Hynes engaged Grace Design Studios, which designed the existing buildings, to design the PAC, and the general construction contract is currently out for bid.

The ground lease requires that Friends of Hynes obtain the written consent of the Board of Supervisors for the University of Louisiana System prior to constructing additional improvements on the leased property.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request to allow Friends of Hynes to build the Performance Athletic Center for Hynes UNO within the area currently leased to Friends of Hynes by the University.*

BE IT FURTHER RESOLVED, *that University of New Orleans shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.*

BE IT FURTHER RESOLVED, *that the President of University of New Orleans and his or her designee are hereby designated and authorized to execute any and all documents associated with said transaction.*

AND FURTHER, *that the University will provide Board staff with copies of approvals and recovery activities.*

THE UNIVERSITY *of* NEW ORLEANS
OFFICE OF THE PRESIDENT

June 1, 2026

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
627 North 4th Street, Suite 2-2023
Baton Rouge, LA 70802

Re: Hynes UNO

Dear Dr. Gallot,

On behalf of the University of New Orleans, I am requesting approval to grant permission to Hynes UNO to build the Performance Athletic Center within the area currently leased to Friends of Hynes by the university.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson
President

CONTRACT OF LEASE

STATE OF LOUISIANA
PARISH OF ORLEANS

THIS LEASE AGREEMENT ("Lease" or "Agreement") effective as of the 26th day of October, 2021(the "Effective Date"), by and between:

The BOARD OF SUPERVISORS (the "Board") FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the "UL System"), a public corporation domiciled in East Baton Rouge Parish appearing herein with and on behalf of the **UNIVERSITY OF NEW ORLEANS ("UNO")**, represented by Dr. John Nicklow, as authorized by Resolution of the Board adopted on the 22nd day of October, 2020, Attachment A, hereinafter called the "Lessor";

FRIENDS OF HYNES (the "Corporation"), a non-profit Corporation duly recognized and registered under law, represented by William Chauvin, President, as authorized by resolution of said Corporation at a meeting held on the 11th day of October, 2021, Attachment B, hereinafter referred to as "Lessee";

WHEREAS, La. R.S. 17:3361 provides that any higher education board in the State may grant a lease of any portion or portions of grounds or campus of any college or university under its supervision and management to any nonprofit corporation for a term as defined by law, not to exceed ninety-nine years;

WHEREAS, Lessor is a Higher Education Board created by the Louisiana Constitution who owns the Leased Premises with and on behalf (as defined below) of UNO, a university under its control and management;

WHEREAS, Lessor desires to lease the Leased Premises toLessee, and Lessee desires to lease the Leased Premises from Lessor, in accordance with the terms and conditions of this Lease;

WHEREAS, Lessee proposes to develop, finance, erect, construct and lease to **Hynes Charter School Corporation ("Hynes")** a new school facility for operation of a K-8 public charter school (the **"Charter School")** on the Leased Premises, which will provide important and necessary education services to the residents of Orleans Parish, Louisiana;

WHEREAS, Lessor expects that it will receive benefits from the lease of the Leased Premises to Lessee as a result of, among other things, Lessee providing needed education services to the residents of Orleans Parish, Lessee assuming all maintenance obligations with respect to the Leased Premises that are now currently incurred by Lessor, as further set forth herein, and Lessee and Hynes providing a fifteen percent (15%) enrollment preference for dependent children of full-time employees of Lessor and an enhanced entrance for Lessor's campus ("Compensation"); and

WHEREAS, Lessor intends this Lease to be under the authority and obligations granted to Lessor pursuant to Title 17, Section 3361 of the Louisiana Revised Statutes and in accordance with the provisions of Article VII, Section 14(C) of the Constitution of Louisiana.

WITNESSETH:

Lessor owns a tract of property with improvements located at 2000 Lakeshore Drive, New Orleans, LA 70148, hereinafter referred to as "Lessor's Tract", and Lessee wishes to lease a part thereof. Therefore, the parties enter into this Agreement on the following terms and conditions:

1. PREMISES. (a) As of the Effective Date, Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor a portion of Lessor's Tract as described in Attachment C-1 attached hereto containing approximately 5.92 acers and shown on the map in Attachment C-4 as "Lease Area A" ("Leased Premises").

(b) Upon Lessor's completion of the demolition of Bienville Hall situation on the property described in Attachment C-2 attached hereto containing approximately 1.743 acres and shown on the map in Attachment C-4 as "Lease Area B", Lessor and Lessee agree to execute the attached Acceptance of Premises Memorandum, attached hereto as Attachment D, at which time the property described in Attachment C-2 shall become part of the Leased Premises.

(c) Lessor and Lessee agree that subject to the terms of Section 3 herein, Lessee shall have an option to lease the property described in Attachment C-3 containing approximately 1.301 acers and shown on the map in Attachment C-4 as "Future Lease Area".

2. TERM AND CONSIDERATION. (a) This Lease is made for an initial term of 105 months, beginning on the Effective Date and ending on July 31, 2030, or the date of the Lessee receiving approved permanent long-term (meaning financing for at least a 20-year amortization) financing for the Project, whichever comes first. Following the approved financing, the term shall be for a thirty (30) year period with two renewal options of ten (10) years each upon agreement of the Lessor and Lessee. Lessee's obligations under this Lease are contingent upon Lessee securing financing to construct and operate the Charter School on the Leased Premises that is satisfactory to Lessee in its sole discretion.

(b) Lessor and Lessee agree that the Compensation provided by Lessee to Lessor is true and valid consideration under this Lease and such Compensation is of equal to or greater value than any monetary consideration that Lessee could pay to Lessor.

3. OPTION TO LEASE. (a) At any time during the term of this Lease, Lessee will have the right, with the consent of Lessor, to lease the property described in Attachment C-3 containing approximately 1.301 acres and shown on the map in Attachment C-4 as "Future Lease Area" (hereinafter the "Option Property") under the same terms and conditions provided for in this Lease.

(b) If Lessee desires to lease the Option Property it shall so notify Lessor at or before the termination of this Lease in accordance with the provisions of this Lease for the manner of giving notice, and, upon such notice and approval by Lessor, the parties shall amend this Lease to add the Option Property to the definition of Leased Premises under the same terms and conditions as provided for in this Lease.

4. **USE OF PREMISES.** Lessee shall undertake to finance, develop, erect, construct and lease a new school facility for operation of the Charter School on the Leased Premises. Lessee shall comply with all valid laws, ordinances, and of all federal, state, parish and municipal governments which may be applicable to the premises and the Facility, including the maintenance of the sidewalks and grounds adjoining the premises lying within the leased premises and shall not make any use of the Leased Premises in violation of said applicable statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the Leased Premises or increase the fire or insurance hazard by any use thereof.

5. **REPAIRS, UPKEEP AND MAINTENANCE.** Except as otherwise provided in this Lease, Lessor shall have no duty to Lessee to maintain the Leased Premises or make any repairs, renovations or replacements to the Leased Premises. Except as otherwise provided in this Lease, Lessee, at its sole expense, will maintain the Leased Premises and any improvements of whatever kind placed thereon in good order, condition and repair in conformity with legal requirements.

At the termination of this Lease, by expiration of the term or otherwise, Lessee shall return Leased Premises in as good an order as they were when received.

6. **CONTAMINATION OR POLLUTION.** Lessor, to the best of Lessor's knowledge, represents and warrants to Lessee that as of the Effective Date, no Hazardous Substances (as hereafter defined) or any other toxic material is present on the Leased Premises, and Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorney's fees, arising out of any breach of the foregoing warranty. Prior to any construction or placement of an improvement of the Leased Premises, Lessee shall first perform at its sole expense a Phase I, and, if expressly recommended by Phase I, a Phase II Environmental Site Assessment of the subject immovable property herein. If a Site Assessment uncovers the existence of Hazardous Substances, and Lessor and Lessee cannot agree on a plan to pay for the remediation of the issue prior to Lessee's construction, then Lessee may terminate this Lease. Thereafter, if Lessor or Lessee becomes aware of the presence of any Hazardous Substance which was on the Leased Premises prior to the Effective Date or if Lessee, or the Leased Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Leased Premises as a result of any Hazardous Substance which was on the Leased Premises prior to the Effective Date, Lessor shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Leased Premises. If Lessor fails to promptly implement and diligently pursue any such repair, closure, detoxification, decontamination, or other cleanup of the Leased Premises, Lessee shall have the right, but not the obligation to carry out such action and to recover all of the costs and expenses from Lessor.

Lessee and their employees or contractors or subcontractors shall use their best efforts to keep Lessor's Tract free from any and all contamination and pollution, whether resulting from any overfill, discharge, spill, or other release of toxic or hazardous substances or otherwise. Lessee agrees to notify Lessor immediately of any and all contamination or pollution that Lessee discovers on or about Lessor's Tract, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about Lessor's Tract irrespective of the cause of such.

Lessee and their employees shall conform to any and all applicable federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all hazardous or toxic substances and shall use their best effort to cause their permittees and invitees to conform thereto, and Lessee will save and hold Lessor harmless for any charge or liability resulting from same.

"Hazardous Substances" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, The Safe Drinking Water Act and the Occupational Safety and Health Act.

7. RENOVATIONS, ALTERATIONS AND IMPROVEMENTS. Lessee shall not construct any improvements on the Leased Premises without first obtaining the written consent of Lessor, which shall not be unreasonably denied. All such improvements constructed by Lessee shall be the property of Lessee and shall become the property of Lessor upon expiration or termination of this Lease unless Lessor requires removal of all or part of such improvements by Lessee, at Lessee's expense, by providing written notice at least thirty (30) days prior to the expiration or termination of this Lease. Damages, if any, caused by such removal shall be repaired at Lessee's expense. Lessee shall promptly reimburse Lessor for Lessee's pro rata share of any costs, charges or assessments related to any environmental monitoring by any governmental entity or regulatory authority, resulting from Lessee's actions which shall be considered as additional rent.

Prior to the commencement of the construction of the facility and the improvements described herein above, Lessee shall promptly provide Lessor all construction plans to be undertaken or planned in advance and shall provide written notice of all costs and expenses thereof, all purchase orders or agreements, thereafter. Upon request by Lessor, Lessee shall promptly furnish Lessor with copies of all such documents. All construction of improvements shall be done in a thoroughly workmanlike manner and at the sole cost and expense of Lessee, all of which costs and expenses shall be promptly and timely paid by Lessee. The construction plans shall comply with all current building standards, including but not limited to ADA requirements for public facilities.

8. BONDING OUT LIENS. In the event a laborer's or material man's lien is filed against Lessor's Tract or any part thereof as a result of said Lessee's construction of improvements, Lessee shall promptly deposit with the Recorder of Mortgages of Orleans

Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

9. **ASSIGNMENT AND SUBLEASE.** Except as an assignment or sublease to Hynes as contemplated herein, Lessee shall not have the right to sublease and/or assign any portion of the Leased Premises without the advanced written consent of Lessor.

10. **MORTGAGE RIGHTS.** Lessee shall have the right from time to time during the Term to place one or more mortgages (or otherwise charge or encumber) on Lessee's leasehold interest in this Lease pursuant to the terms of this Section. Any such mortgage, charge or encumbrance sought to be placed upon Lessee's leasehold interest in this Lease shall include therein language, whereby said mortgagee or other attempted security interest holder, including any sub-tenant of mortgagee or other successor, shall agree in the body of the document itself, without reservation, to be bound in the same manner by all of the terms and conditions of the Lease. If Lessee or any successor party as described herein shall so mortgage its leasehold interest in this Lease, Lessee shall give Lessor prompt written notice of such mortgages and furnish Lessor with a complete and correct copy of each such mortgage, together with the name and address of each mortgagee.

11. **INSURANCE.**

(a) At all times during the Term, Lessee shall at its sole cost and expense, provide and maintain insurance of the following character:

(i) Lessee shall carry commercial general liability insurance including premises, personal and professional coverage against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises in the amounts of $1,000,000.00 for bodily injury and personal injury or death or property damage in one occurrence, and $2,000,000.00 in the aggregate per policy year.

(ii) If any buildings or improvements are located in a special flood hazard area, a policy of flood insurance equal to at least the minimum allowed by the National Flood Insurance Program. This includes property on a flood insurance rate map issued by FEMA as A, AO, Al-30, AE, AH, VO, Vl-30, VE, V, ZM, or E. This insurance shall name Lessor and Lessee as loss payees.

(iii) Lessee shall carry business automobile liability insurance with a combined single limit of $1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage: (a) any automobiles, (b) owned automobiles, (c) hired automobiles, (d) non-owned automobiles, and (e) uninsured motorists.

(iv) Lessee shall carry workers' compensation insurance as statutorily required pursuant to any applicable Louisiana law.

The above listed paragraphs list the minimum amounts of insurance that shall be maintained by Lessee. In the event that the minimum insurance amounts as listed above are not sufficient to indemnify, defend, and reimburse Lessor as provided for in this Agreement, Lessee shall nonetheless be required to indemnify, defend, and reimburse Lessor as provided in this Lease.

(b) Prior to or subsequent to the commencement of this Contract of Lease, Lessee, upon demand by Lessor, shall furnish certificates of all insurance policies required in connection with this Agreement as aforesaid, which policies shall be issued to Lessee and/or Lessor, as their interests may appear, together with certificates certifying to Lessor that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this Agreement without notifying Lessor in writing at least thirty (30) days in advance of such cancellation.

(c) Lessee acknowledges that none of Lessee's property in or near the Premises is required to be insured by Lessor.

(d) Should Lessee's insurance be cancelled for any reason, Lessor has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of Lessee, the cost of which Lessee must pay and reimburse Lessor promptly upon demand as additional rent.

12. <u>DESTRUCTION OF PREMISES.</u> If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this Lease, the Lessee shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above and at the sole cost to the Lessee.

13. <u>INDEMNITY.</u> Except as set forth in Section 6 herein, Lessee's assuming possession of the Leased Premises constitutes an admission that Lessee has examined the Leased Premises and found it to be in good and safe condition at the moment. Lessee agrees to hold Lessor harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused to Lessee or others by any vice or defect of the Leased Premises caused in whole or in part by any act or omission by Lessee. Lessee expressly assumes all such liability, and Lessee agrees to indemnify and hold Lessor harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of Lessor, or to the property of any person whomsoever arising out of the occupancy or use of the Leased Premises.

14. <u>AMUSEMENT DEVICES AND VENDING MACHINES.</u> Lessee shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises. Lessee shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises without Lessor's prior consent.

15. <u>IMAGE REQUIREMENT.</u> Lessee shall keep the Leased Premises in a clean and orderly condition to the satisfaction of Lessor. Lessee shall not make use of outdoor advertising materials without Lessor's prior consent. Lessee shall keep the Leased Premises in accordance with the image standards required by Lessor.

16. INSPECTION OF LEASED PREMISES AND OTHER. The Lessor and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises during regular business hours for any lawful purpose; provided, however, that the foregoing shall be done without substantial interruption to or interference to the educational environment of Lessee. All representatives of Lessor must be escorted by an approved employee of Lessee.

17. DEFAULT. Any one or more of the following events shall constitute an Event of Default by Lessee:

(a) If Lessee is adjudicated as bankrupt, and the same is not dismissed within one hundred twenty (120) days after filing.

(b) If Lessee fails to comply with any of the material provisions and/or conditions contained herein and said failure to comply is not cured within thirty (30) days.

(c) If the Leased Premises are abandoned or cease to be actively occupied and used for business purposes for a period in excess of eighteen (18) months. Periods of time during which the Leased Premises is not used due to Hynes not being in session shall not be included in calculating this time period.

(d) If any lien or privilege is imposed or is filed against Lessor's Tract or any portion thereof as a result of any act or omission by Lessee, and such lien or privilege is not removed within thirty (30) days of filing, or in the alternative, if a bond as required in Section 8 herein is not secured by Lessee.

If any event listed above occurs, Lessor shall have the right to cancel this Lease immediately, so long as an Event of Default remains uncured, and retake possession of the Premises by eviction, re-entry or otherwise.

Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor's rights under this Lease. Failure to strictly and promptly enforce any of the conditions of this Lease shall not operate as a waiver of Lessor's rights hereunder.

18. ATTORNEY'S FEES. In the event it should become necessary for Lessor to take any action to enforce any of the terms, covenants, conditions or provisions of this Lease, or to recover any of the amounts due hereunder, except to collect rent or additional rent, Lessee shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by Lessor or Lessee in connection therewith. On claims by Lessor to collect rent or additional rent, Lessee shall pay Lessor's costs and attorney's fees if Lessor prevails as to any portion of such a claim. Should Lessee fail to pay any sums due to Lessor under this Lease, such sums shall bear interest at the rate of twelve percent (12%) per annum from date due until paid.

19. **TAXES.** All taxes, assessments, and charges which accrue on the Premises, the Facilities or any improvement thereto shall be the obligation of and shall be paid promptly by the Lessee.

20. **NOTICES, ETC.** All notices, demands and correspondence made necessary by the provisions of this Lease shall be in writing and shall be deemed to be properly given, served or addressed to, if and when delivered by hand and receipt thereof acknowledged or sent by United States mail, registered or certified mail, return receipt requested, directed as follows:

To Lessor:	University of New Orleans Office of Business Affairs Attn: Gloria J. Walker Administration Bldg. Room 2010 2000 Lakeshore Drive New Orleans, LA 70148
To Lessee	Friends of Hynes c/o William Chauvin 990 Harrison Avenue New Orleans, LA 70124

21. **ENTIRE AGREEMENT, ETC.** This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing signed by the parties hereto and shall be binding upon and insure to the benefits of its successors and assigns of the respective parties. Time is of the essence to this Agreement and the performance of all of the obligations herein. This Agreement shall be governed under the laws of the State of Louisiana.

22. **WAIVER.** The waiver by Lessor of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder. No term, covenant, condition or provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

23. **HOLDOVER BY LESSEE.** If Lessee shall not immediately surrender possession of the Leased Premises upon the expiration of this Lease, Lessee, at the option of Lessor, shall thereafter become a lessee from month-to-month at a monthly rental equal to one and one-tenth times the previous month's rent installment subject to all other conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, and Lessee shall indemnify Lessor against loss or liability resulting from Lessee's delay in so surrendering the Leased Premises including, but not limited to, reasonable

attorney's fees and any claim made by a succeeding Lessee founded on such delay.

24. LESSOR'S RIGHT TO CURE DEFAULTS. Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee's obligations under this Lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor in curing any default, including, but not limited to, reasonable attorney's fees, together with interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

25. PARKING. (a) Lessee shall have the exclusive use of the parking area designated as Hynes Parking in Exhibit C-5 ("Lessee Parking"). In addition to the Lessee Parking, during special events and only as needed, Lessee shall have the right to use up to fifty (50) parking spaces in the parking area known as Lafitte Village Parking ("Lafitte Village Parking"). Further, the parking area designated as "New Engineering & TRAC Parking" as shown on Exhibit C-5 ("New Engineering & TRAC Parking" the New Engineering & TRAC Parking and the Lafitte Village Parking together shall be known as "Shared Parking"), shall be used during normal school hours exclusively by Lessor or its designees. After normal school hours, Lessee may use the New Engineering & Trac Parking for over flow parking during special events.

(b) In addition to any other indemnity obligation provided herein and notwithstanding any provision herein to the contrary, to the extent allowed by law, each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in their use of the Shared Parking provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

Signature Page to Follow:

IN WITNESS WHEREOF, this instrument is executed in multiple originals effective the day, month and year first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

WITNESSES TO LESSOR

Sharon Walker

Sarah Cutrer

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM WITH AND ON BEHALF OF THE UNIVERSITY OF NEW ORLEANS

By: ____________________
John W. Nicklow, PhD, PE, PH, DWRE UNO, President & Board Authorized Representative

WITNESSES TO LESSEE:

Leon Mathes

FRIENDS OF HYNES

By: William P. Chauvin
William Chauvin, President

Attachment A

(ULS authority)

University of New Orleans' request for approval to enter into a Lease Agreement with Hynes Charter School Corporation and Friends of Hynes, both not-for-profit corporations, pursuant to the authority vested in La. R.S. 17:3361.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Lease Agreement with Hynes Charter School Corporation and Friends of Hynes, both not-for-profit corporations, to proceed with execution of a lease agreement pursuant to the authority vested in La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that University of New Orleans has obtained final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of University of New Orleans or his or her designee is hereby designated and authorized to execute any and all documents associated with said lease.

AND FURTHER, that University of New Orleans will provide the System office with copies of all final executed documents for Board files.

(from minutes of Board of Supervisors of ULS, October 22, 2020; page 5)

Attachment B

(Hynes authority)

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
FRIENDS OF HYNES

October 11, 2021

A special meeting of the Board of Directors (the "Board") of Friends of Hynes ("FOH"), was duly called and held at the offices of the FOH on October 11, 2021, pursuant to its Articles of Incorporation and Bylaws. The meeting, at which a majority of directors were present, thereby constituting a quorum, was duly called and organized for the conduct of business and was held pursuant to proper notice to the members of the Board.

WHEREAS, the Board desires to enter into a lease ("Lease") with the Board of Supervisors for the University of Louisiana System on behalf of the University of New Orleans (together herein "UNO") for a portion of the property located at 2000 Lakeshore Drive, New Orleans, LA 70148, containing 5.92 acres and as more fully described in the Lease (the "Property");

WHEREAS, the Board believes it is in the best interest of the FOH to enter into the Lease with UNO;

NOW THEREFORE, BE IT RESOLVED, that the FOH, acting by and through William Chauvin its President (hereinafter "Authorized Agent"), is hereby authorized, and to the extent previously taken, ratifies and confirms all actions of the Authorized Agent on behalf of the FOH, to enter into the Lease with UNO for the Property on the terms and provisions presented on the date of this Resolution subject to non-material revisions or changes as said Authorized Agent deems appropriate, and to execute such documents, instruments, certificates, affidavits and authorizations as may be necessary in connection with perfecting the Lease;

BE IT FURTHER RESOLVED, that if the Authorized Agent chooses to delegate any or all of the authorization hereby granted to him, Authorized Agent may so delegate any such power in writing, provided that he enters a separate written instrument clearly identifying the individuals so designated and the scope of their authority; and

BE IT FURTHER RESOLVED, that all actions heretofore or hereafter taken by Authorized Agent, in connection with the foregoing resolutions be and they hereby are ratified, approved, confirmed and adopted.

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Certification

I hereby certify that the foregoing resolutions were adopted by the Board of Directors of the Friends of Hynes by the affirmative vote of the majority of the Board of Directors. I further certify said resolutions remain in full force and effect, and that such resolutions were duly recorded in the Minute Book of Friends of Hynes.

New Orleans, Louisiana, this 11th day of October, 2021.

Secretary

Attachment C-1

A certain portion of leased ground, situated in the Parish of Orleans, State of Louisiana, Third District, situated on the University of New Orleans Campus, bounded by St. Anthony Avenue, Leon C. Simon Drive, and Founders Avenue, being designated as Hynes University of New Orleans Campus and is more fully described as follows:

Commencing at the intersection of the Northern Right-of-Way Line of Leon C. Simon Drive and the Western Right-of-Way Line of St. Anthony Avenue, thence along said Norther Right-of-Way Line of Leon C. Simon Drive N 85°20'20" E a distance of 383.99 feet to a point, thence N 04°30'31" W a distance of 101.33 feet to a point; the POINT OF BEGINNING. Thence N 26°41'51" W a distance of 201.27 feet to a point, thence N 15°37'53" W a distance of 374.32' to a point; thence N 72°57'10" E a distance of 350.43 feet to a point of arc; thence on a left arc 28.46 feet having a radius of 80.15 feet whose chord bears S 15°26'35" E 82.03 feet to a point; thence continue on left arc 155.32 feet having a radius of 81.73 feet whose chord bears N 80°19'48" E 132.98 feet to a point; thence S 68°09'16" a distance of 59.76 feet to a point; thence S 19°23'49" W a distance of 45.40 feet to a point; thence on a left arc 129.43 feet having a radius of 386.91 feet whose chord bears S 07°11'39" W 128.83 feet; thence continue on a left arc 88.83 feet having a radius of 411.25' whose chord bears S 10°05'27" E 88.66 feet to a point; thence S 16°29'44" E a distance of 90.34 feet to a point; thence S 03°35'06" W a distance of 40.71 feet to a point; thence S 17°27'20" E a distance of 112.18 feet to a point; thence S 00°45'55" E a distance of 6.79 feet to a point, thence S 72°38'58" W a distance of 350.43 feet to a point; the POINT OF BEGINNING.

Containing 5.909 acres

All as more fully shown on a Topographic Plat by KLS Group Inc. Dated June 9, 2021.

Attachment C-2

A certain portion of leased ground, situated in the Parish of Orleans, State of Louisiana, Third District, situated on the University of New Orleans Campus, bounded by St. Anthony Avenue, Leon C. Simon Drive, and Founders Avenue, being designated as Hynes University of New Orleans Campus and is more fully described as follows:

Commencing at the intersection of the Northern Right-of-Way Line of Leon C. Simon Drive and the Western Right-of-Way Line of St. Anthony Avenue, thence along said Norther Right-of-Way Line of Leon C. Simon Drive N 85°20'20" E a distance of 383.99 feet to a point, the POINT OF BEGINNING. Thence continue along said Northern Right-of-Way of Leon C. Simon Drive N 85°20'20" E a distance of 374.93 feet to a curve, thence on a right arc 19.59 feet having a Radius of 14.62 feet whose chord bears N 46°38'19" W 18.16 feet to a point of reverse curvature: thence on a left arc 83.46 feet having a radius of 155.28 feet whose chord bears N 22°49'44" W 82.46 feet to a point; thence continue on a left arc 47.08' having a radius of 2048.46 feet whose chord bears N 35°44'41" W 47.08 feet to a point; thence N 72°46'40" E a distance of 282.36 feet to a point; thence N 37°46'33" E a distance of 127.82 feet to a point; thence S 26°41'51" E a distance of 201.27 feet to a point; thence S 04°30'31" E a distance of 101.33 feet to a point, the POINT OF BEGINNING.

Containing 1.743 acres

All as more fully shown on a Topographic Plat by KLS Group Inc. Dated June 9, 2021.

Attachment C-3

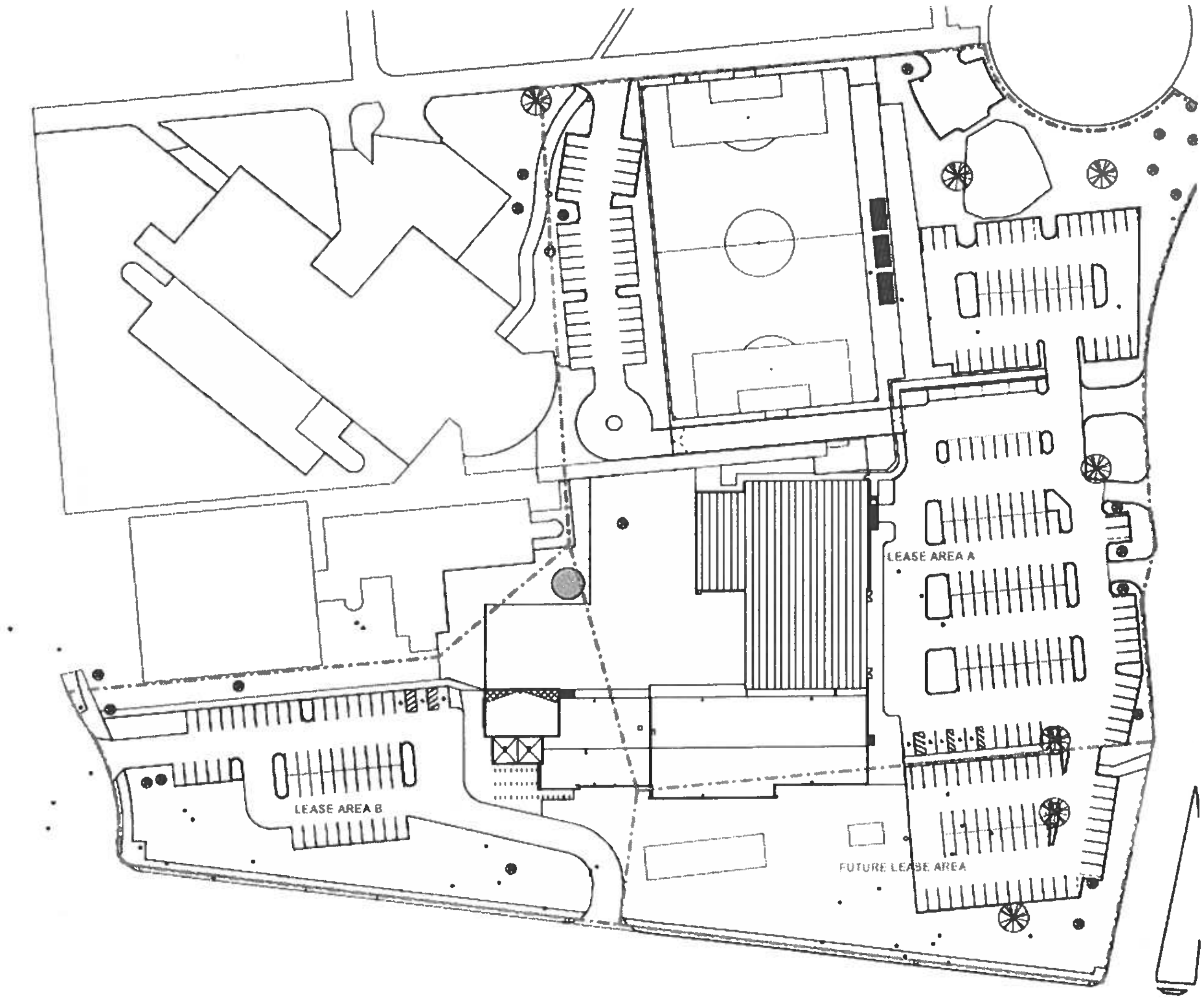
A certain portion of leased ground, situated in the Parish of Orleans, State of Louisiana, Third District, situated on the University of New Orleans Campus, bounded by St. Anthony Avenue, Leon C. Simon Drive, and Founders Avenue, being designated as Future Lease Area and is more fully described as follows:

Commencing at the intersection of the Northern Right-of-Way Line of Leon C. Simon Drive and the Western Right-of-Way Line of St. Anthony Avenue, the POINT OF BEGINNING. Thence N 04°30’31” W a distance of 101.33 feet to a point; thence N 72°38’58” E a distance of 350.43 feet to a point along the Western Right-of-Way Line of St. Anthony Avenue, thence along said Western Right-of-Way Line S 00°45’55” E a distance of 191.09 feet to a point, the POINT OF BEGINNING.

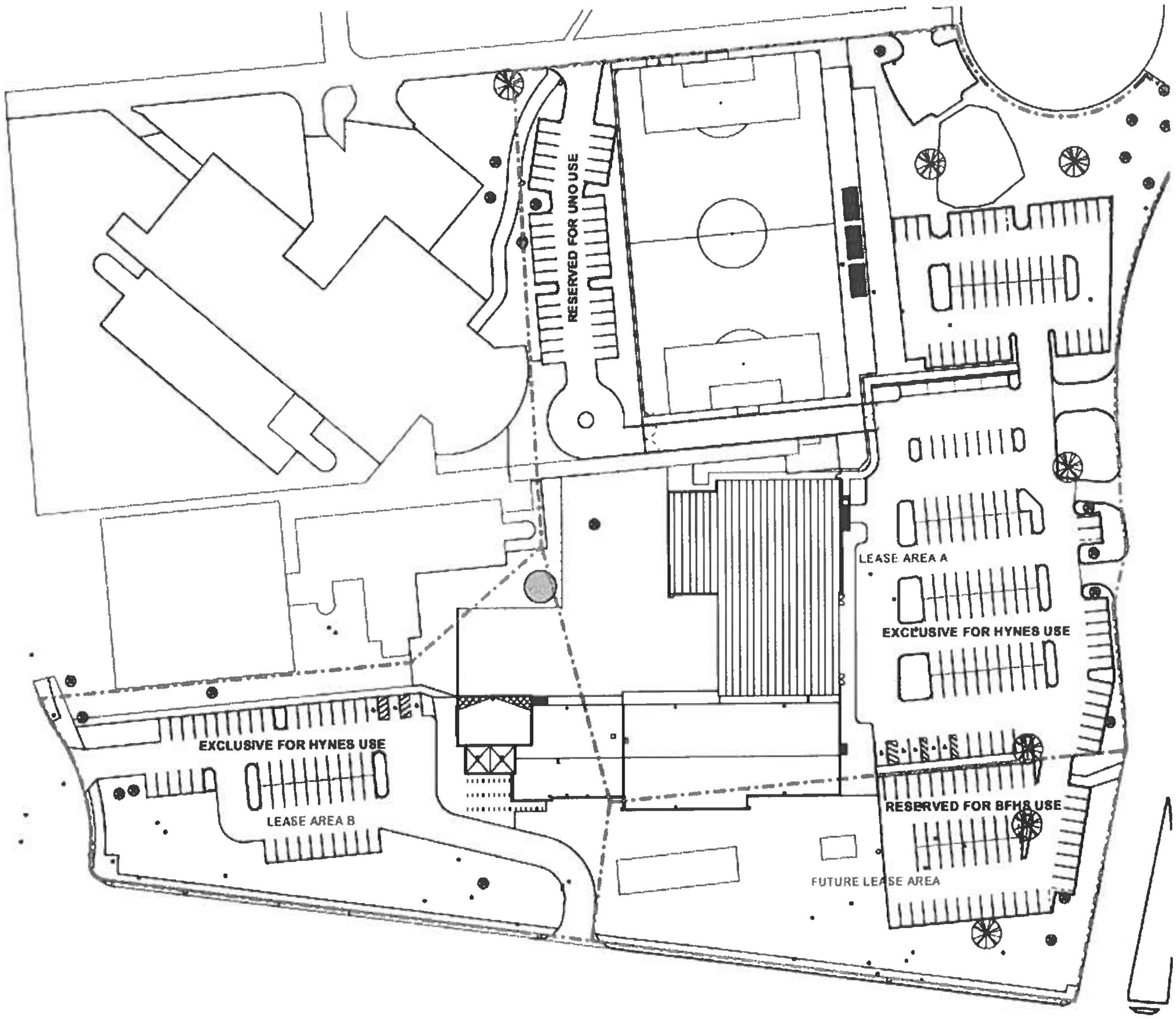
Containing 1.301 acres

All as more fully shown on a Topographic Plat by KLS Group Inc. Dated June 8, 2021.

Attachment C-4



Attachment C-5



Attachment D

Acceptance of Premises Memorandum

This Acceptance of Premises Memorandum is being executed pursuant to that certain Contract of Lease (the "Lease") dated the _____ day of _____, _____, between The Board of Supervisors for the University of Louisiana System ("Lessor"), and Friends of Hynes ("Lessee"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor a portion of Lessor's Tract as defined in the Lease. Lessor and Lessee hereby agree that:

1. Lessor has fully completed the demolition of Bienville Hall and hereby delivers to Lessee the property described in Attachment C-2 in the Lease.

2. The property described in Attachment C-2 in the Lease is tenantable, Lessor has no further obligation for construction and Lessee acknowledges that the property described in Attachment C-2 in the Lease is satisfactory in all respects, and is suitable for the Lessee's use.

3. To the extent required, the Lease is hereby amended so that the term "Leased Premises" shall include the property described in Attachment C-2 in the Lease.

4. All capitalized terms not defined herein shall have the meaning assigned to them in the Lease

Agreed and Executed this _____ day of _____*[month]*, _____*[year]*.

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM WITH AND ON BEHALF OF THE UNIVERSITY OF NEW ORLEANS

By:____________________________
Name:__________________________
Title:___________________________

FRIENDS OF HYNES

By:____________________________
Name:__________________________
Title:___________________________

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 25, 2026

Item J.6. **University of New Orleans'** request for approval for the execution of a supplemental lease between the Board, on behalf of the University, and UNO Research and Technology Foundation, Inc., in connection with modifications to the Series 2022 Bond repayment terms.

EXECUTIVE SUMMARY

The University, through UNO Research and Technology Foundation, Inc., a private nonprofit corporation whose purpose is to promote, assist and benefit the University, financed the development, design, and construction and equipping of student housing facilities for students and other infrastructure on the campus of the University. The project was financed through the issuance of tax-exempt revenue bonds by the Louisiana Public Facilities Authority in 2006. The Series 2006 Bonds were originally refunded through the Authority's issuance of tax-exempt revenue refunding bonds in 2014. In 2022, those bonds were advance refunded through the issuance of taxable refunding bonds in order to achieve interest rate savings and were subsequently converted to tax-exempt refunding bonds.

The land upon which the project was completed was leased to the UNO Research and Technology Foundation, Inc. by the Board, acting on behalf of the University, pursuant to a Ground Lease. The completed project was originally leased by the Corporation to the LSU Board pursuant to a Facilities Lease, with lease payments thereunder securing payment of debt service on the Series 2006 Bonds. Pursuant to Act No. 419 of the 2011 Regular Session of the Legislature, the rights and obligations under the Facilities Lease were transferred to the ULS Board. Following the refunding of the Series 2006 Bonds in 2014, the Facilities Lease was amended and restated in connection with the refunding bonds and was subsequently amended in 2022 in connection with the Series 2022 Bonds.

The University, through UNO Research and Technology Foundation, Inc, proposes to amend certain existing financing documents in connection with modifications to the repayment terms of the outstanding Series 2022 Bonds, including a revised amortization schedule. The existing Facilities Lease will be amended to align the related lease payment obligations with the revised amortization schedule for the Series 2022 Bonds.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of the form and authorization to execute a Second Supplemental Facilities Lease, by and between the Board, acting on behalf of the University, and UNO Research and Technology Foundation, Inc., to modify repayment terms described herein.*

BE IT FURTHER RESOLVED, *that the University of New Orleans shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.*

BE IT FURTHER RESOLVED, *that the President of the University of Louisiana System, and his or her designee, and the President of the University of New Orleans, and his or her designee, are hereby authorized and directed to execute the lease described herein.*

AND FURTHER, *that the University of New Orleans will provide the System office with copies of all final executed documents for the Board's files.*

THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

May 27, 2026

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
627 North 4th Street, Suite 2-2023
Baton Rouge, LA 70802

Re: Agenda Item for June 25, 2026 meeting

University of New Orleans – Student Housing Bond Amendments

Dear Dr. Gallot:

On behalf of the University of New Orleans I am requesting that an item be placed on the agenda of the Board of Supervisors for the University of Louisiana System for its June 25, 2026 meeting for consideration of the approval of an amendment to a lease agreement executed by the University in connection with a prior refinancing of the its student housing bonds in 2022.

The University has been in discussions with JPMorgan Chase Bank, the current owner of the University's Series 2022 student housing bonds, about restructuring debt service payments due from the University in order to provide for level debt service payments by the University across its outstanding debt obligations.

You will receive from Matt Kern, Bond Counsel, a form of resolution to be considered, with the form of the lease amendment attached, as well as an executive summary regarding this matter. Representatives of the University, the financial advisor and bond counsel will be present at the June meeting to answer any questions you may have.

Thank you for your consideration.

Yours truly,

President

cc: Matt Kern, Esq, Jones Walker – Bond Counsel
Lawrence Sisung, Sisung Securities – Financial Advisor
Lee Bressler, Raymond James – Placement Agent

2000 Administration Annex | 2000 Lakeshore Drive | New Orleans, Louisiana 70148
phone 504.280.6201 | *fax* 504.280.6872

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by _________________:

RESOLUTION

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL AGREEMENT OF LEASE FOR RESIDENCE FACILITIES, RELATED TO A LEASE BETWEEN THE UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC. AND THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, ON BEHALF OF THE UNIVERSITY OF NEW ORLEANS, IN CONNECTION WITH CERTAIN AMENDMENTS RELATING TO THE SERIES 2022 BONDS ISSUED BY THE LOUISIANA PUBLIC FACILITIES AUTHORITY; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College (the "*LSU Board*") has, pursuant to La. R.S. 17:3361 through 17:3365 (the "*Act*"), and other constitutional and statutory authority supplemental thereto, leased a portion of the campus of the University of New Orleans (the "*University*") to University of New Orleans Research and Technology Foundation, Inc. (the "*Foundation*"), in order to enable the Foundation to finance, plan, design, construct, furnish and equip residence facilities for use by the University pursuant to a Ground Lease Agreement for Construction of Residence Facilities dated August 8, 2006, between the LSU Board and the Foundation (the "*Original Ground Lease*");

WHEREAS, the Foundation, through the Louisiana Public Facilities Authority (the "*Authority*"), has financed and constructed, furnished, and equipped or caused to be constructed, furnished, and equipped certain student housing and related facilities (the "*Facilities*") using the proceeds of the Authority's $38,500,000 Revenue Bonds (University of New Orleans Research and Technology Foundation, Inc. – Student Housing Project) Series 2006 (the "*Series 2006 Bonds*");

WHEREAS, the Foundation leased the Facilities back to the LSU Board by virtue of that certain Agreement of Lease for Residence Facilities dated August 8, 2006, between the LSU Board and the Foundation (the "*Original Facilities Lease*") under which the LSU Board was obligated, on behalf of the University, to pay lease payments sufficient to pay debt service on the Series 2006 Bonds;

WHEREAS, pursuant to Act No. 419 of the 2011 Regular Session of the Louisiana Legislature, all rights and obligations of the LSU Board related to the University, including the obligations under the Original Ground Lease, and the Original Facilities Lease were deemed to be the rights and obligations of the Board of Supervisors for the University of Louisiana System (the "*Board*"), provided that all funds and revenues previously dedicated by authority of the constitution and laws of the State of Louisiana (the "*State*") to the payment of any bonds related to the University, including the Series 2006 Bonds, continue to be collected and dedicated to such payments unless and until other provision is made for such payments in accordance with law;

WHEREAS, the Series 2006 Bonds were advance refunded on August 28, 2014, through the issuance of the $36,000,000 Revenue Refunding Bonds (University of New Orleans Research and Technology Foundation, Inc. – Student Housing Project) Series 2014 (the "*Series 2014 Bonds*") on behalf of the Foundation in order to achieve interest rate savings;

WHEREAS, the Series 2014 Bonds were advance refunded on September 8, 2022, through the issuance of the $29,820,000 Taxable Revenue Refunding Bonds (University of New Orleans Research and Technology Foundation, Inc. Project) Series 2022 (the "*Series 2022 Bonds*"), which were subsequently converted into tax-exempt refunding bonds, on behalf of the Foundation in order to achieve interest rate savings;

WHEREAS, in connection with the issuance of the Series 2022 Bonds, the Original Facilities Lease was amended and restated by that certain Amended and Restated Agreement of Lease for Residence Facilities dated as of August 1, 2014 (the "*Amended and Restated Facilities Lease*") as further supplemented and amended by that certain First Supplemental Agreement of Lease for Residence Facilities dated as of September 1, 2022 (the "*First Supplemental Faculties Lease*" and, together with the Amended and Restated Facilities Lease, the "*Existing Facilities Lease*") each by the between the Foundation and the Board;

WHEREAS, the University and the sole owner of the Series 2022 Bonds desire to make certain modifications to the repayment terms of the Series 2022 Bonds, including a revised amortization schedule, and, in connection therewith, the Existing Facilities Lease will require an amendment to cause lease payments thereunder to correspond to the revised amortization schedule for the Series 2022 Bonds;

WHEREAS, the Board now desires to authorize the execution of a Second Supplemental Agreement of Lease for Residence Facilities (the "*Second Supplemental Facilities Lease*").

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System (the "*Board*"), as follows:

SECTION 1. The facts recited in the preamble to this resolution are found to be true and correct and are specifically and affirmatively adopted by the Board as resolutions of the Board.

SECTION 2. The Second Supplemental Facilities Lease, between the University of New Orleans Research and Technology Foundation, Inc. (the "*Foundation*") and the Board, in substantially the form attached hereto as <u>Exhibit A</u>, respectively, subject to such changes as may be approved by bond counsel and counsel to the Board, is hereby approved. The approval by the Board described in this section shall be contingent on the adoption of a resolution by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, as successor management board of the University, approving the Second Supplemental Facilities Lease.

SECTION 3. The Chairman, Vice Chairman, Secretary of the Board, the System President, the President of the University or the Vice President for Business Affairs of the University shall be authorized to execute the Second Supplemental Facilities Lease on behalf of the Board, including any certificates, documents or other items necessary in connection with the implementation of this Resolution.

SECTION 4. In light of and pursuant to Act No. 447 of the 2025 Regular Session of the Louisiana Legislature, particularly La. R.S. 17:3230.1(D)(3), the Board hereby respectfully requests that the LSU Board concur with this resolution at its meeting to be held on June 26, 2026.

SECTION 5. This Resolution shall take effect immediately.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 25th day of June, 2026.

*****

(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Certified to be a true copy.

____

Secretary/System President

[SEAL]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board, the Board of Supervisors for the University of Louisiana System (the "*Board*"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on June 25, 2026, captioned as follows:

> A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL AGREEMENT OF LEASE FOR RESIDENCE FACILITIES, RELATED TO A LEASE BETWEEN THE UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC. AND THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, ON BEHALF OF THE UNIVERSITY OF NEW ORLEANS, IN CONNECTION WITH CERTAIN AMENDMENTS RELATING TO THE SERIES 2022 BONDS ISSUED BY THE LOUISIANA PUBLIC FACILITIES AUTHORITY; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the __________day of June, 2026.

____
Name: Carol Slaght
Title: Assistant to the Board

[SEAL]

EXHIBIT A

FORM OF
SECOND SUPPLEMENTAL FACILITIES LEASE

SECOND SUPPLEMENTAL
AGREEMENT OF LEASE FOR RESIDENCE FACILITIES

By and between

UNIVERSITY OF NEW ORLEANS RESEARCH
AND TECHNOLOGY FOUNDATION, INC.

and

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA SYSTEM

Dated as of June 1, 2026

in connection with:

$29,820,000
Louisiana Public Facilities Authority
Taxable Revenue Refunding Bonds
(University of New Orleans Research and Technology
Foundation, Inc. – Student Housing Project)
Series 2022

SECOND SUPPLEMENTAL AGREEMENT OF LEASE FOR
RESIDENCE FACILITIES

This SECOND SUPPLEMENTAL AGREEMENT OF LEASE FOR RESIDENCE FACILITIES (this "*Second Supplemental Facilities Lease*") is made and dated as of June 1, 2026, and supplements and amends that certain Amended and Restated Agreement of Lease for Residence Facilities dated as of August 1, 2014 (the "*Amended and Restated Facilities Lease*"), as supplemented and amended by that certain First Supplemental Agreement of Lease For Residence Facilities dated as of September 1, 2022 (the "*First Supplemental Facilities Lease*" and, together with the Amended and Restated Facilities Lease, the "*Existing Facilities Lease*"), each by and between:

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC., a nonprofit corporation organized and existing under the laws of the State of Louisiana, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, domiciled in Orleans Parish, with a mailing address of 2022 Lakeshore Drive, Suite 420, New Orleans, Louisiana 70122, herein represented by Anthony Gregorio, its duly authorized President and Chief Executive Officer (hereinafter referred to as the "*Foundation*); and

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (hereinafter referred to as the "*Board*"), as transferee of the Board of Supervisors for the Louisiana State University and Agricultural and Mechanical College (the "*LSU Board*") pursuant to Act 419 (as hereinafter defined), for the benefit of the University of New Orleans (the "*University*"), herein represented by Jeanette Weiland, the duly authorized Interim President of the University of New Orleans and a Board Representative (as hereinafter defined);

and provides as follows:

WITNESSETH:

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana (the "*State*");

WHEREAS, the Foundation has been established for charitable, scientific, literary, and educational purposes, providing benefit to the University, an institution under the management and supervision of the Board;

WHEREAS, effective August 8, 2006, the LSU Board, acting as the management board of the University at such time, and the Foundation entered into the Ground Lease Agreement for Construction of Residence Facilities (the "*Original Ground Lease*"), whereby the LSU Board leased to the Foundation a parcel of land located on the campus of the University pursuant to Louisiana Revised Statute 17:3361, *et seq*. (the "*Act*") and the Foundation was obligated to cause the construction of student housing and related facilities (the "*Facilities*") on the leased parcel shown on the survey attached as Exhibit A to the First Supplemental Facilities Lease;

WHEREAS, on August 8, 2006, the Louisiana Public Facilities Authority issued $38,500,000 in original aggregate principal amount of its Revenue Bonds (University of New Orleans Research and Technology Foundation, Inc. – Student Housing Project) Series 2006 (the "*Series 2006 Bonds*") for the benefit of the Foundation for the purpose of financing, planning, constructing, furnishing, and equipping the Facilities;

WHEREAS, the Facilities were constructed using the proceeds of the Series 2006 Bonds;

WHEREAS, Act No. 419 of the 2011 Regular Session of the Louisiana Legislature ("*Act 419*") authorized the transfer of the University from the management and supervision of the LSU Board to the Board and such act provided that all funds and revenues previously dedicated by authority of the constitution and laws of the State to the payment of any bonds related to the University, including the Series 2006 Bonds, shall continue to be collected and dedicated to such payments unless other provision is made for such payments in accordance with law;

WHEREAS, on August 28, 2014, the Series 2006 Bonds were advance refunded through the issuance of the $36,000,000 Louisiana Public Facilities Authority Revenue Refunding Bonds (University of New Orleans Research and Technology Foundation, Inc. – Student Housing Project) Series 2014 (the "*Series 2014 Bonds*") and, in connection therewith, the Foundation and the Board, for the benefit of the University, amended and restated the Agreement of Lease for Residence Facilities dated as of August 8, 2006 pursuant to the Amended and Restated Facilities Lease;

WHEREAS, on September 8, 2022, the Series 2014 Bonds were advance refunded through the issuance of the $29,820,000 Taxable Revenue Refunding Bonds (University of New Orleans Research and Technology Foundation, Inc. Project) Series 2022 on behalf of the Foundation to advance refund the Series 2014 Bonds (the "*Series 2022 Bonds*"), which Series 2022 Bonds were subsequently converted into tax-exempt refunding bonds pursuant to their terms and, in connection therewith, the Foundation and the Board, for the benefit of the University, supplemented and amended the Amended and Restated Facilities Lease with the First Supplemental Facilities Lease;

WHEREAS, the Foundation and the University now desire to supplement and amend the Existing Facilities Lease to modify the schedule of payment dates and amounts due for payments of Rent by the Board to the Foundation (the "*Rent Payment Schedule*");

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

ARTICLE I
RATIFICATIONS; DEFINITIONS

Section 1.1 Ratification. Except as supplemented or amended by this Second Supplemental Facilities Lease, the provisions of the Existing Facilities Lease are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2. Definition. Unless the context shall otherwise require, all terms which are defined in Section 1.1 of the First Supplemental Facilities Lease shall have the same meanings, respectively, in this Second Supplemental Facilities Lease as such terms given in said Section 1.1 of the First Supplemental Facilities Lease.

ARTICLE II
AMENDMENT TO SECOND SUPPLEMENTAL FACILITIES LEASE

Section 2.1 Amendment to Exhibit C of the First Supplemental Facilities Lease. . Exhibit C of the First Supplemental Facilities Lease shall be amended in its entirety and replaced with Exhibit A attached hereto.

ARTICLE III
MISCELLANEOUS

Section 3.1 Counterparts. This Second Supplemental Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Second Supplemental Facilities Lease by telecopier shall be effective as delivery of a manually executed counterpart of this Second Supplemental Facilities Lease.

Section 3.2 Severability. In case any provision in this Second Supplemental Facilities Lease shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.3 Governing Law. This Second Supplemental Facilities Lease shall be governed by and construed in accordance with the laws of the State of Louisiana.

Section 3.4 Incorporation into Existing Faculties Lease. All provisions of this Second Supplemental Facilities Lease shall be deemed to be incorporated in, and made a part of, the Existing Facilities Lease; and the Existing Facilities Lease, as amended and supplemented by this Second Supplemental Facilities Lease, shall be read, taken and construed as one and the same instrument.

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IN WITNESS WHEREOF, the Foundation has caused this Second Supplemental Facilities Lease to be executed and delivered as of the day, month and year set forth below his signatures, to be effective June 1, 2026.

WITNESSES:

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC.

____
Print Name: ___________________________

By: _______________________________
Anthony Gregorio, President and CEO

____
Print Name: ___________________________

____
NOTARY PUBLIC
PRINTED NAME: ______________________
NOTARY ID NUMBER: _________________
LIFETIME COMMISSION

IN WITNESS WHEREOF, the Board has caused this Second Supplemental Facilities Lease to be executed and delivered as of the day, month and year set forth below her signatures, to be effective June 1, 2026.

WITNESSES:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

____
Print Name: ___________________________

By: _______________________________
Jeanette Weiland, Interim President
University of New Orleans and
Board Representative

____
Print Name: ___________________________

____
NOTARY PUBLIC
PRINTED NAME: ______________________
NOTARY ID NUMBER: _________________
LIFETIME COMMISSION

EXHIBIT A

Rent Payment Schedule

BOND DEBT SERVICE

University of New Orleans
Revenue Refunding Bonds, Series 2026
3/31/26
Remortization Scenario
Preliminary and Subject to Change.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2026	1,570,000.00	2.960%	123,783.91	1,693,783.91	
03/01/2027			342,028.00	342,028.00	
06/30/2027					2,035,811.91
09/01/2027	1,375,000.00	2.960%	342,028.00	1,717,028.00	
03/01/2028			321,678.00	321,678.00	
06/30/2028					2,038,706.00
09/01/2028	1,320,000.00	2.960%	321,678.00	1,641,678.00	
03/01/2029			302,142.00	302,142.00	
06/30/2029					1,943,820.00
09/01/2029	1,355,000.00	2.960%	302,142.00	1,657,142.00	
03/01/2030			282,088.00	282,088.00	
06/30/2030					1,939,230.00
09/01/2030	1,400,000.00	2.960%	282,088.00	1,682,088.00	
03/01/2031			261,368.00	261,368.00	
06/30/2031					1,943,456.00
09/01/2031	3,325,000.00	2.960%	261,368.00	3,586,368.00	
03/01/2032			212,158.00	212,158.00	
06/30/2032					3,798,526.00
09/01/2032	3,425,000.00	2.960%	212,158.00	3,637,158.00	
03/01/2033			161,468.00	161,468.00	
06/30/2033					3,798,626.00
09/01/2033	3,530,000.00	2.960%	161,468.00	3,691,468.00	
03/01/2034			109,224.00	109,224.00	
06/30/2034					3,800,692.00
09/01/2034	3,635,000.00	2.960%	109,224.00	3,744,224.00	
03/01/2035			55,426.00	55,426.00	
06/30/2035					3,799,650.00
09/01/2035	3,745,000.00	2.960%	55,426.00	3,800,426.00	
06/30/2036					3,800,426.00
	24,680,000.00		4,218,943.91	28,898,943.91	28,898,943.91

RESOLUTION OF
THE BOARD OF DIRECTORS OF
UNIVERSITY OF NEW ORLEANS RESEARCH
AND TECHNOLOGY FOUNDATION, INC.

WHEREAS, the Board of Directors of the University of New Orleans Research and Technology Foundation, Inc. (the "*Foundation*"), through the Louisiana Public Facilities Authority (the "*Authority*") has financed and constructed, furnished and equipped certain student housing and related facilities (the "*Facilities*") located on the campus of the University of New Orleans (the "*University*") using the proceeds of the Authority's $38,500,000 Revenue Bonds (University of New Orleans Research and Technology Foundation, Inc. – Student Housing Project) Series 2006 (the "*Series 2006 Bonds*");

WHEREAS, on August 28, 2014, the Series 2006 Bonds were advance refunded by the issuance of the Authority's $36,000,000 Revenue Refunding Bonds (University of New Orleans Research and Technology Foundation, Inc. – Student Housing Project) Series 2014 (the "*Series 2014 Bonds*") and were redeemed on September 1, 2016;

WHEREAS, on September 8, 2022, the Series 2014 Bonds were advance refunded by the issuance of the Authority's $29,820,000 Taxable Revenue Refunding Bonds (University of New Orleans Research and Technology Foundation, Inc. Project) Series 2022 (the "*Series 2022 Bonds*"), which were subsequently converted into tax-exempt refunding bonds;

WHEREAS, the Foundation and the University have determined that an opportunity exists to make certain modifications to the repayment terms of the Series 2022 Bonds, including a revised amortization schedule;

WHEREAS, the Foundation leased the Facilities to the UL Board on behalf of the University pursuant to that certain Amended and Restated Facilities Lease dated as of August 1, 2014 as supplemented and amended by that certain First Supplemental Facilities Lease dated as of September 1, 2022 (collectively, the "*Existing Facilities Lease*"); and

WHEREAS, in connection with the opportunity to modify the repayment terms of the Series 2022 Bonds, the Existing Facilities Lease will need to be amended, and the Foundation desires to authorize the execution and delivery of all documents and amendments necessary in connection therewith.

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The facts recited in the preamble to this resolution are found to be true and correct and are specifically and affirmatively adopted by the Board of Directors, as resolutions of the Board of Directors.

SECTION 2. The Chair and the President and Chief Executive Officer of the Board of Directors (collectively, the "*Authorized Officers*") or either of them acting alone are hereby authorized, instructed and empowered to sign and deliver, on behalf of the Foundation, any and all documents, all on such terms and conditions as the officer may, in the exercise of his discretion, deem appropriate; and to take any and all actions necessary and proper in the premises in order to effectuate the above, and the execution of such documents or the taking of such action shall constitute conclusive evidence of the approval of this Board of Directors, including execution of documentation supplemental to, the Existing Facilities Lease.

SECTION 3. Sisung Securities Corporation is hereby employed as municipal advisor to the Foundation in connection with the modification of the repayment terms described herein and either of the Authorized Officers are authorized to execute a contract for such employment on such terms as may be agreed upon.

This resolution having been submitted to a vote, and the relation was declared adopted on this __ day of May, 2026.

(other items of business not pertinent to the foregoing resolution may be found in the official minutes of the Board of Directors.)

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CERTIFICATE OF SECRETARY

I do hereby certify that I am the duly authorized Secretary of the Board of Directors of the University of New Orleans Research and Technology Foundation, Inc. (the "*Foundation*"), a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of Louisiana, and as such Secretary, I have access to all records of the Foundation.

I do hereby further certify that the above and foregoing Resolution was duly adopted at a duly noticed meeting held on May 26, 2026, and that the same has not been revoked or amended and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of May, 2026.

Michael Hecht – Board Secretary

#111582396v2