

## **AGENDA (Amended)**

### **LSU BOARD OF SUPERVISORS MEETING**

Board Room, LSU System Building  
Baton Rouge, Louisiana

**1:00 P.M., FRIDAY, APRIL 27, 2012**

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#### **PUBLIC COMMENTS**

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

<http://www.lsusystem.edu/index.php/board-of-supervisors/public-comments/>

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### **INTEGRATED COMMITTEE MEETINGS**

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#### **I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE**

Dr. Jack A. Andonie, Chairman

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division
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#### **II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE**

Mr. Roderick K. West, Chairman

1. Louisiana State University in Shreveport Commitment Plan (Written Report)
2. Request approval of a Letter of Intent for a new program – Doctorate in School Psychology (Psy.D.) at Louisiana State University in Shreveport

3. Request approval of the Letters of Intent for the following Graduate Certificates at LSU in Shreveport:

Post-Baccalaureate Certificates:

- a. Accounting
- b. Business Analyst
- c. Energy Resource Management
- d. Forensic Accounting
- e. Health Informatics
- f. Hospitality Management
- g. Transportation, Policy, Operations and Logistics

Post-Master's Graduate Certificate:

- a. Secondary Content and Pedagogy
4. Request approval of a Letter of Intent to develop a B.S. in Elder Care Administration at Louisiana State University at Alexandria

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**III. PROPERTY AND FACILITIES COMMITTEE**

Dr. John F. George, Chairman

1. Request for approval of Master Plan and Determination of Acceptable University Purpose for the Burden Center
2. Recommendation to approve the autonomy stipulated in Act 418 of the 2011 Regular Legislative Session to administer all LSU Facilities Projects funded with self-generated revenue, federal funds, donations, grants or revenue bonds
3. Approval authorizing LSU to amend and restate that certain Lease Agreement dated January 1, 2003 by and between the Board of Supervisors and University Energy Equipment Corporation
4. Approval authorizing LSU to refund a portion of Series 2004B Bonds and preliminary approval authorizing LSU to issue Auxiliary Revenue Refunding Bonds, Series 2012, not to exceed \$44,500,000
5. Recommendation to approve lease of land on LSU's South Campus to the Baton Rouge Speech and Hearing Foundation

6. Recommendation to approve a Cooperative Endeavor and Lease Agreement between the Board of Supervisors and the Tiger Athletic Foundation for Improvements to the South End Zone of Tiger Stadium
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#### **IV. AUDIT COMMITTEE**

Mr. Ronald R. Anderson, Chairman

The Audit Committee will meet in the President's Conference Room following the Integrated Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA. R.S. 42:6.1 A (4)

## **AGENDA**

### **LSU BOARD OF SUPERVISORS MEETING**

**(Immediately following the Integrated Committee Meetings)**

**Friday, April 27, 2012**

**Mr. Hank Danos, Chairman**

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Introduction of Faculty and Staff Representatives
4. Approval of the Minutes of the Board Meeting held on March 16, 2012
5. Personnel Actions Requiring Board Approval
6. President's Report
7. Report on Activities of the Board of Regents
8. Reports to the Board
  - A. Health Plan Status Report (Written Report Only)
  - B. Quarterly Audit Report (Written Report Only)
9. Approval of Consent Agenda Items
  - A. Request approval of degrees to be conferred at the Spring and Summer 2012 commencement exercises
  - B. Request approval of the following Endowed Professorships at the Paul M. Hebert Law Center:
    - The Liskow and Lewis Visiting Professorship in Energy Law #1, #2, and #3 (Donation - \$200,000)
    - Professional Ethics Professorship #3 (New Incremental Funding) (Donation - \$60,000)

- C. Request approval to realign the Department of Biological and Agricultural Engineering from the College of Agriculture to the College of Engineering at LSU A&M
- D. Request approval of an Exclusive License between Allylix, Inc. and LSU Agricultural Center
- E. Recommendation to approve Right-of Way Request by the U.S. Army Corps of Engineers along LSU property at the Northeast Research Station, Tensas Parish
- F. Recommendation to approve Right-of-Way Request by Bayou Jack Logging along LSU property at the Rice Research Station, Acadia Parish
- G. Recommendation to enter into State/Sponsor Agreement with the Louisiana Department of Transportation and Development for the construction of the LSU Highland Road Pedestrian Corridor, Phase I
- H. Recommendation to name the band rehearsal room in the new Band Hall Complex the "Bert and Sue Turner Tiger Band Rehearsal Room"
- I. Recommendation to name a gate in the new Tiger Stadium Expansion the "H.F. "Hank" Anderson Gate"
- J. Recommendation to name a gate in the new Tiger Stadium Expansion the "Dupree Family (Cindy Dupree Coffey, Suzan Dupree Simpson and Linda Dupree Dowling) Gate"
- K. Recommendation to name a gate in the new Tiger Stadium Expansion the "Janice and Lee Boothby Gate"
- L. Recommendation to name a gate in Tiger Stadium the "Ron Neal and Frank "Billy" Harrison Families Gate"
- M. Recommendation to name a gate in Tiger Stadium the "Frierson Family (Archer Frierson, Tannie Frierson, John Frierson and Chris Frierson) Gate"
- N. Recommendation to name a gate in Tiger Stadium the "Art Sample and Knighton Sample Families Gate"
- O. Recommendation to name the IT Help Desk in the new Business Education Complex the "John L. "Trey" Daniel III IT Help Desk"

- P. Recommendation to name the Real Estate Research Institute Suite in the new Business Education Complex the “Robert D. Svendson Real Estate Research Institute Suite”

10. Committee Reports

**I. HEALTH CARE AND MEDICAL EDUCATION  
COMMITTEE**

Dr. Jack A. Andonie, Chairman

**II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT  
AND DISTINCTION COMMITTEE**

Mr. Roderick K. West, Chairman

**III. PROPERTY AND FACILITIES COMMITTEE**

Dr. John F. George, Chairman

11. Recommendation for a Boyd Professorship
12. Approval of the Board of Supervisors Meeting Schedule for 2012-13
13. Chairman's Report
- A. General Report(s)
- B. Presidential Succession Planning and Action(s)
14. Adjournment

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If you plan to attend any meeting listed on this notice and need assistance because you are disabled, please notify the Office of the LSU Board of Supervisors at (225) 578-2154 at least 7 days in advance of the meeting.



**Academic and Student Affairs Agenda Item #1**  
**LOUISIANA STATE UNIVERSITY IN SHREVEPORT**  
**COMMITMENT PLAN, APRIL 4, 2012**

**(WRITTEN REPORT)**

**Date: April 27, 2012**



**Louisiana State University**  
**Shreveport Commitment Plan**

**April 4, 2012**



## Memo to LSU System Work Group

To: Mr. Hank Danos, Chair, LSU System Work Group on Organization and Collaboration  
Subject: Enclosed LSU Shreveport Commitment Plan  
Date: April 3, 2012

The enclosed *Louisiana State University Shreveport Commitment Plan* is the first report in response to the Board of Supervisors resolution endorsing the LSU System Work Group on Organization and Collaboration's report on *The Northwest Louisiana Initiative*.

LSU Shreveport, in collaboration with colleagues at the LSU Health Science Center-Shreveport and LSU A&M, and with the support of the System staff, has developed the enclosed *Commitment Plan* for the continued evolution of LSUS as a major university presence in the Shreveport-Bossier region. This *Commitment Plan* includes a short background discussion of the strong efforts made by the institution and the Board of Supervisors in support of the expansion of this university, and outlines a detailed and specific process to accelerate the continued development of a major university presence in the region. This plan identifies programs, degrees, and certificates, recognizes the commitment of the responsible university administrators for each program, and establishes a timeline for implementation.

The *Commitment Plan* envisions both a series of relatively short-term initiatives that will have immediate impact in the Shreveport-Bossier area and a number of longer-term initiatives for institutional expansion and regional collaboration.

One of the key elements in the success of this *Commitment Plan* is the recognition that all LSU institutions have a commitment to the success of LSUS, reflected in the willingness of campuses to mobilize appropriate programmatic support and academic sponsorship to move academic initiatives into operation quickly and effectively.

This *Commitment Plan* represents the first step in the implementation of expanded programs at LSUS, and subsequent reports to the Work Group and the Board of Supervisors will provide updates on the progress of implementing these commitments.

The strong support of the Board of Supervisors for this initiative has been a critical element in the mobilization of the necessary academic resources to move this agenda forward, and we are all grateful for the encouragement the members of the Work Group and the Board of Supervisors have provided.

John V. Lombardi  
President

Attachment: *Louisiana State University Shreveport Commitment Plan* [with implementation timeline]  
Cc: Board of Supervisors  
Chancellors of LSUS, LSUHSCS, LSU A&M



## **Louisiana State University Shreveport**

### **Commitment Plan**

Louisiana State University System institutions have a long history of participating in the development of educational resources for the Shreveport/Bossier region. Since the founding of LSU in Shreveport in 1967 and the establishment of the LSU Health Science Center in Shreveport in 1969, these institutions have contributed to the growth of post-secondary education along the I-20 corridor.

As Shreveport/Bossier has prospered, the need for a skilled workforce also has grown. The area's business and political leaders as well as many members of the public are clearly committed to the belief that a highly trained workforce is a strategic asset in Louisiana's enduring efforts to attract new and emerging industries.

The LSU Board of Supervisors takes seriously its duty to provide high-quality education services that drive economic growth throughout the state. The Board, recognizing the urgency expressed by the Shreveport/Bossier community, has directed an immediate system wide collaboration of mission-centric institutions as well as specialized campuses to formulate plans for increased education services.

As a result of the Board of Supervisors mandate, the LSU System staff, working with LSU Shreveport (LSUS) campus leadership, has developed the following rapid response plan, which is made up of five main components:

- 1. A system-wide strategy to provide new and updated academic programs to meet the educational needs of the Shreveport/Bossier region,**
- 2. A commitment to meet the educational goals of traditional and non-traditional students through increased use of online teaching,**
- 3. A commitment to formalize transfer student agreements with the Shreveport/Bossier region's community colleges,**
- 4. A commitment to creating academic program efficiencies through a consortium of regional public and private postsecondary institutions; and**
- 5. A commitment to enhance the LSU Shreveport academic experience, increase student enrollment, and improve student outcomes.**

As with all evolving documents, the LSU System rapid response plan for Shreveport/Bossier will develop over time as local circumstances and regional objectives change. Evidence indicates the economic outlook for Shreveport/Bossier is improving. The region's strong combination of relatively low business costs, stable employment base, and high concentration of healthcare services provides a solid foundation for additional business expansion. The LSU System is committed to supporting economic growth through academic programs at LSU Shreveport that draw upon the best assets of all institutions to enhance the capabilities of the regional workforce.

## 1. A Commitment of the LSU System to Enhance Educational Opportunities for Shreveport/Bossier

### a. Academic Power of the LSU System

i. The LSU Board of Supervisors on March 16th directed collaborations among LSU system institutions to create efficiencies and to provide enhanced educational opportunities to the citizens of Louisiana. The breadth and depth of the academic programs offered within the LSU System allow many opportunities for cross and interdisciplinary academic programs. Interdisciplinary study provides for a greater depth of knowledge and offers greater opportunity for cross-career employment.

ii. LSU A & M, by virtue of its statewide and national Flagship mission, has begun discussions with the LSU System and LSUS to consider extending academic programs for Shreveport/Bossier that meet the needs of business and industry and match identified career plans of high school graduates as well as adult learners. A preliminary review has identified the following degree programs that would be offered jointly:

1. **Bachelor of Science in Petroleum Engineering (Focus Natural Gas)**
2. **Bachelor of Science in Construction Management**
3. **Bachelor of Science in Sports Administration**
4. **Bachelor of Science in Human Resource Education**
5. **Bachelor of Arts in International Studies**
6. **Masters in Public Administration**

iii. Because of the long standing need for programs of study in Engineering, Engineering Technology, and Engineering Management, LSU Shreveport will work closely with the LSU College of Engineering to identify other areas of significant need and how best to meet them through an active partnership. Additional program efforts include:

1. Louisiana State University Shreveport faculty are aggressively pursuing Letters of Intent to be followed quickly with full proposals for the following degrees or certificates:
  - a. **Doctorate of Education in Learning and Leadership (Letter of Intent at Board of Regents)**
  - b. **Doctorate of Psychology (Psy.D.)(Letter of Intent submitted to LSU System)**
  - c. **Masters in Criminal Justice**
  - d. **Bachelors in Nursing**
  - e. **Bachelor of Science in Biology/Clinical Lab Science (collaboration with LSUHSC-S)**
  - f. **Bachelor of Fine Arts in Digital Arts**
  - g. **Bachelor of Arts in Organizational Communication**

#### **h. Minor in Health Administration**

2. LSU Shreveport faculty also is pursuing certificates to meet the needs of adults looking to advance their careers. These include:
  - a. **Water Management**
  - b. **Hospitality Management**
  - c. **Energy Resource Management**
  - d. **Health Informatics**
  - e. **Business Analyst**
  - f. **Accounting**
  - g. **Forensic Accounting**
  - h. **Transportation Policy, Operations, and Logistics**
  - i. **Secondary Content and Pedagogy**
- iv. LSU Health Sciences Center Shreveport and LSU Shreveport will optimize Health Care:
  1. HSC Shreveport and LSU Shreveport anticipate sharing classroom and laboratory space and in some instances faculty to expand the opportunity for increased student enrollment. LSU Shreveport will accommodate the required classroom space on its campus for programs in:
    - a. **Child Development**
    - b. **Occupational Therapy**
    - c. **Physical Therapy**
    - d. **Physician's Assistant program**
  2. Upon a detailed market study, LSU Shreveport and the Health Sciences Center Shreveport will consider the market demand for the following professional degree:
    - a. **MD/MBA in collaboration with the LSU Health Sciences Center Shreveport**

## **2. A Commitment to Providing Education to Adults and Place Bound Students Through Distance Education**

- a. Louisiana State University Shreveport will contract with a national distance education provider to move high-demand degrees online.
- b. By increasing access to opportunities through online learning, LSU Shreveport will begin meeting the demand from adults with some college credit seeking a degree, place bound students, working adults without the time to participate in traditional classroom instruction and home schooled high school students. LSU Shreveport anticipates offering the following:
  - i. **Online dual enrollment courses for high school students**
  - ii. **Bachelor in General Business Administration**

iii. **Masters in Health Administration**

iv. **Masters in Human Services Administration**

- c. The online instruction will also be supported by more robust credit and non-credit courses offered by LSUS' continuing education program. Courses will be specific to the needs of business and industry to advance a student's planned career. Coursework will support careers in health care, teacher education, film and animation, casino management, and informatics.

**3. A Commitment to Collaborate with Community Colleges**

- a. Joint Admission Program
- i. Louisiana State University Shreveport will implement a Joint Admission Program with Southern University Shreveport and Bossier Parish Community College. Students not meeting the LSU Shreveport admission criteria will enter into a Joint Admission Program agreement thereby guaranteeing them admission to LSU Shreveport upon completion of a designated curriculum at the community college.
  - ii. LSU Shreveport will place a satellite admission office at Southern Shreveport and Bossier Parish Community College to assist students with transfer and class registration.

**4. A Commitment to Regional Education Through a Consortium**

- a. Five Institutions Consortium
- i. Louisiana State University Shreveport will work with **Centenary College, Southern University Shreveport, Bossier Parish Community College, and LSU Health Sciences Center Shreveport** to establish a five-institution consortium. The consortium will facilitate intellectual communities and broad curricular and co-curricular offerings, affording learning, research, performance and social opportunities that complement the distinctive qualities of each institution.
- b. Initially, the consortium will focus on open cross-registration for undergraduate courses, so long as the course falls within the field of liberal arts as defined by the student's home campus.
- i. Students could begin taking courses through the consortium after the first semester of their freshmen year and would be guaranteed that course credits transfer. There would be no additional charges to the student for tuition and fees. Students would pay their home institution rate for tuition and fees.
  - ii. Additional institutions can be affiliated with the consortium as appropriate.
- c. The five Institution consortium will serve two main purposes for the region:
- i. Increase student completion rates and graduation rates and

- ii. Reduce the startup cost to some institutions for new high-demand degree programs.

## **5. A Commitment to Student Academic Achievement**

- a. Student Tracking Model
  - i. All students at LSU Shreveport will apply and be admitted directly into their chosen major. First-year students will begin to take courses in their major field of study in the fall semester of their freshmen year. This purposefully organized and structured curriculum will direct students seamlessly from semester to semester to enroll in the right courses in the right sequence that lead to graduation in four years.
  - ii. Students unsure of their major field of study will be placed in one of four academic tracks--humanities, social science, natural science or fine arts—for their freshmen year and then directed into a major upon completion of 24 credits.
- b. Enhancing Student Outcomes
  - i. Curriculum at LSU Shreveport will be enhanced with internships and co-ops provided by local and regional businesses as well as alumni-run industries. National research indicates students participating in internships report employment in their chosen field upon graduation at a rate significantly higher than other students. Education at LSU Shreveport will expand beyond the classroom to include field experience, research, community service, study abroad and other forms of experiential learning.
- c. Honors College and Honors Courses
  - i. To enhance the advanced scholarship and service for students, honors courses will be available to all students in every major discipline. The courses will include a wide selection of lower and upper division class offerings, with a particular focus on developing strong writing skills.
- d. Investing in Learning Communities
  - i. The College of Business, Education and Human Development, and the College of Arts and Science will develop learning communities for first-year freshmen to assist with transition from high school, academic advising, class registration, study skills, mentoring, and selection of a major. The learning communities are designed to support students in related majors with a close-knit group of faculty and staff focused on student academic achievement.

## **6. A Commitment to Improving Student Enrollment**

- a. Improving the Admission Process
  - i. LSU Shreveport will implement an all-inclusive review of admission application documents provided by each student. All applicants will be evaluated independent of other applicants. Criteria to be considered include:
    1. Standardized test scores and high school grade point average
    2. Improvement in high school grades from freshmen to senior year
    3. First generation and low income
    4. Overcoming hardship
    5. Graduation from a low performing high school
    6. Special talents
    7. Extracurricular activities
    8. Work experience
    9. Volunteer experience
  - ii. In addition, LSU Shreveport will implement an admission appeals process that includes an interview component for all potential applicants. A faculty member and a member of the LSU Shreveport Alumni Association would conduct the personal interview.
  - iii. LSU Shreveport also would implement an Early Action Admission Program to supplement the regular admission process. This program is designed for fall freshmen applicants with good academic credentials. Students will submit applications by a November 1 deadline and will receive an offer of admission no later than December 15.
    1. High school applicants eligible for a free lunch plan and/or subsidized lunch plan could request to have their admission application fee waived.

## **7. Increasing the Institution's Outreach**

- a. Increasing the campus diversity
  - i. LSU Shreveport will join and affiliate with national services such as A Better Chance, National Hispanic Funds, National Hispanic Institute, Venture Scholars, and National Scholarship Service and Fund for Minority Students that support the recruitment of first generation, low income, and underserved populations.
- b. Engaging Louisiana State University Shreveport Alumni
  - i. The LSU Shreveport Alumni Association will focus its efforts in two main areas to support the institution:
    1. The development of a robust Alumni Admission Recruiting Program that will provide for increased opportunities to recruit students from a larger territory and,
    2. Alumni will coordinate and provide internships to undergraduate students thus increasing employment opportunities upon graduation.

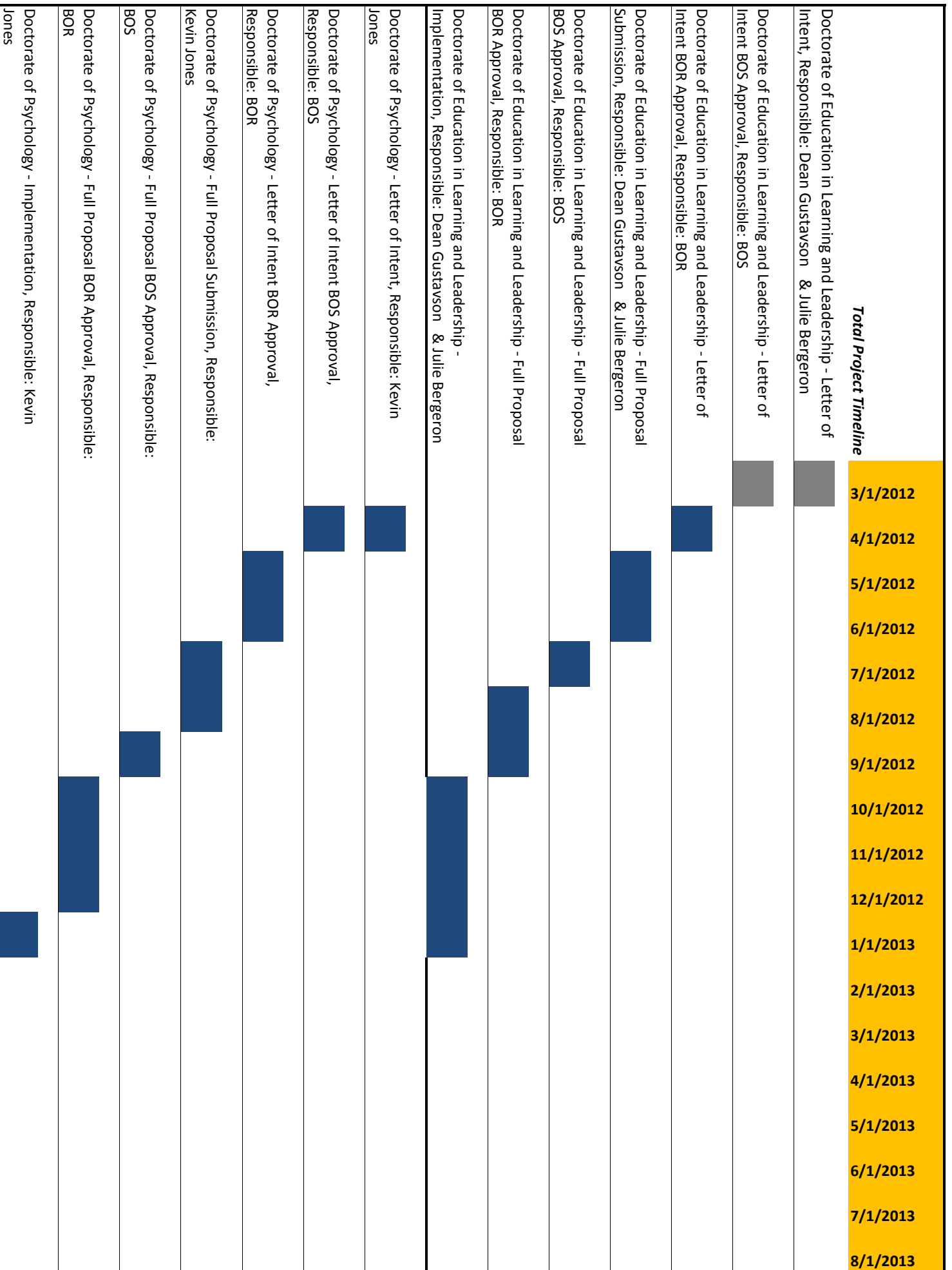
# **Louisiana State University Shreveport Commitment Plan Timeline**

**Monthly Gantt Chart for Project: Programs Jointly Offered by LSU S (Lower Division) and LSU A&M (Upper Division)**  
 Maximum Completion Time = 5.1 Months (based on 30-day months)

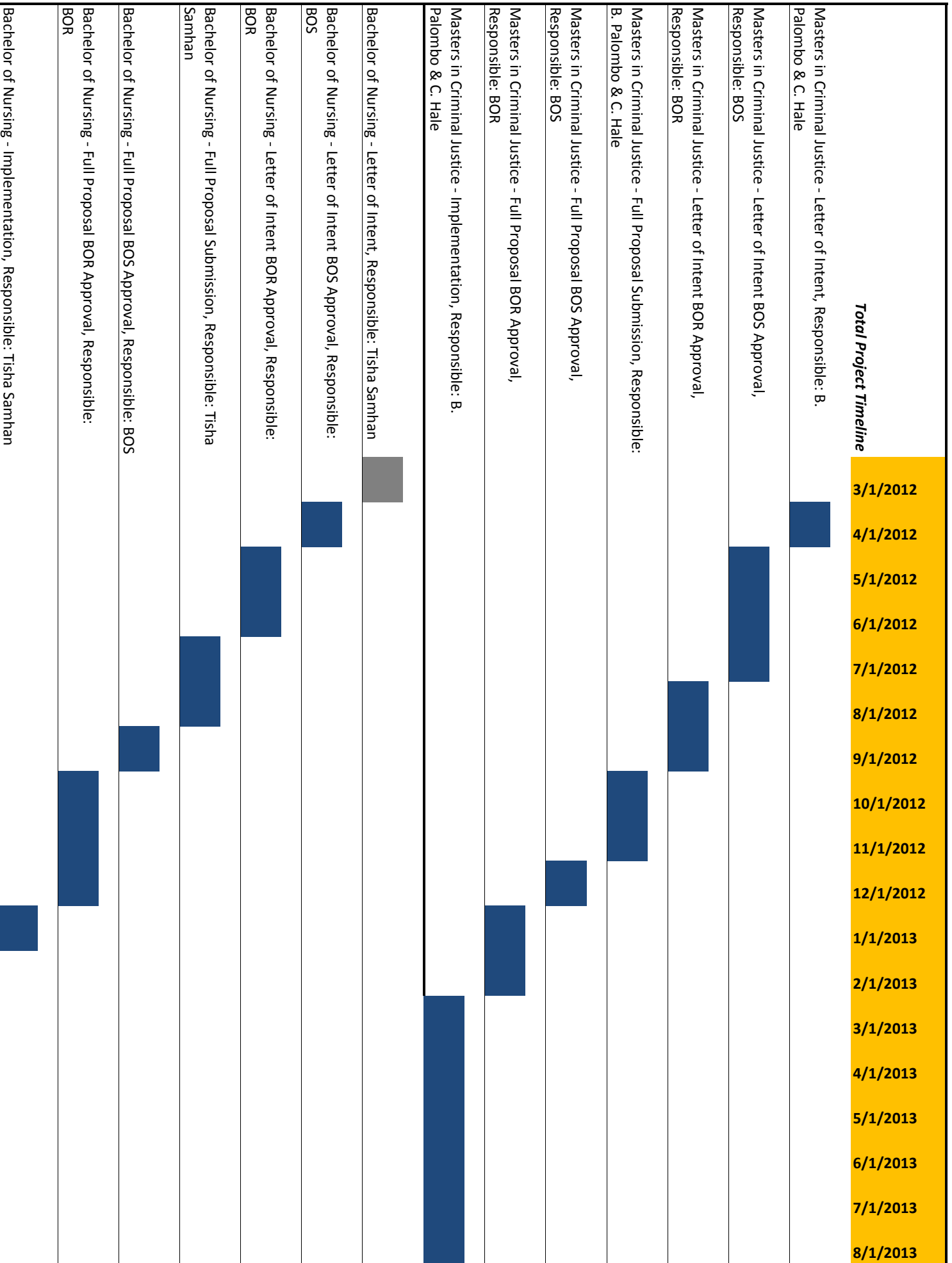
	<b>Total Project Timeline</b>																
	4/1/12	5/1/12	6/1/12	7/1/12	8/1/12	9/1/12	10/1/12	11/1/12	12/1/12	1/1/13	2/1/13	3/1/13	4/1/13	5/1/13	6/1/13	7/1/13	8/1/13
Bachelor of Science in Petroleum Engineering (Focus on Natural Gas), Responsible: D. Gossett & D. Bible (LSU S) and R. Koubek (A&M)	[Dark Blue Bar]																
Bachelor of Science in Construction Management, Responsible: D. Gossett & D. Bible (LSU S) and R. Koubek (A&M)	[Dark Blue Bar]																
Bachelor of Science in Human Resources Education, Responsible: D. Gustavson (LSU S) and L. Lindsey (A&M)	[Dark Blue Bar]																
Bachelor of Science in Sports Administration, Responsible: D. Gustavson (LSU S) and L. Lindsey (A&M)	[Dark Blue Bar]																
Bachelor of Arts in International Studies, Responsible: L. Anderson (LSU S) and G. Foster (A&M)	[Dark Blue Bar]																
Masters in Public Administration, Responsible: L. Anderson (LSU S) and Dean White (A&M)	[Dark Blue Bar]																



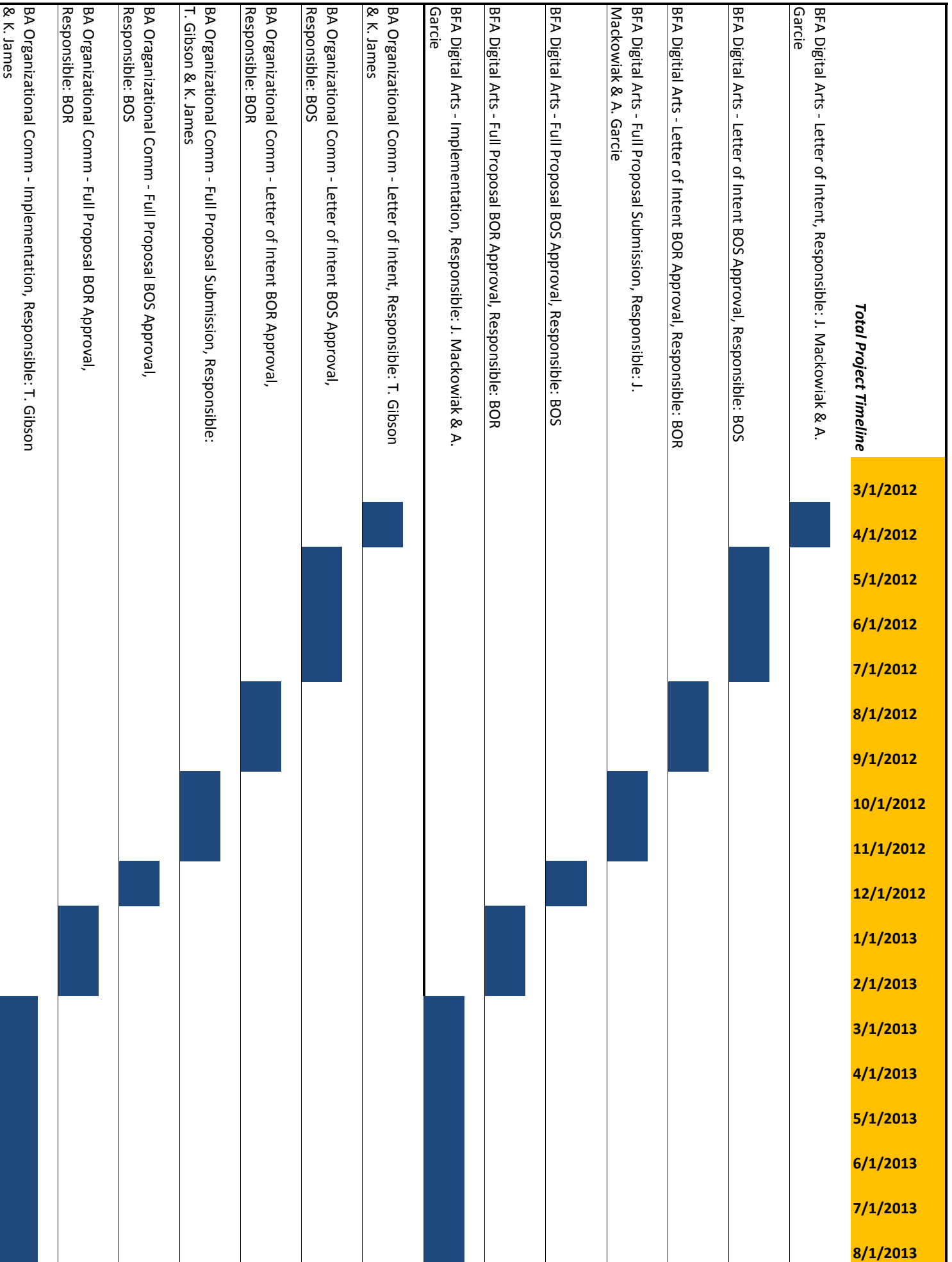
**Monthly Gantt Chart for Project: Evolving LSU Shreveport Academic Programs to Meet the Shreveport Community Needs**  
 Maximum Completion Time = 18.2 Months (based on 30-day months)



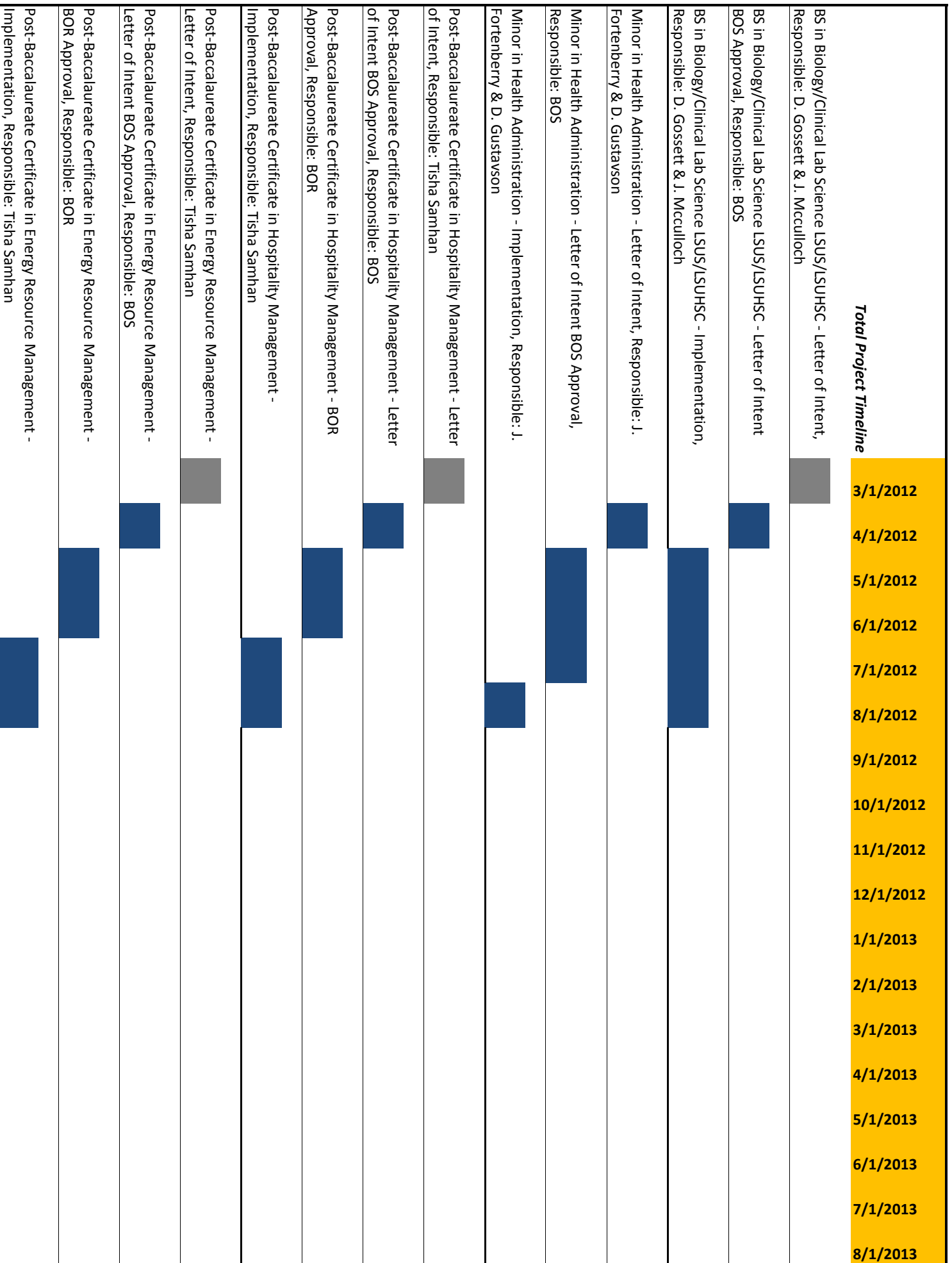
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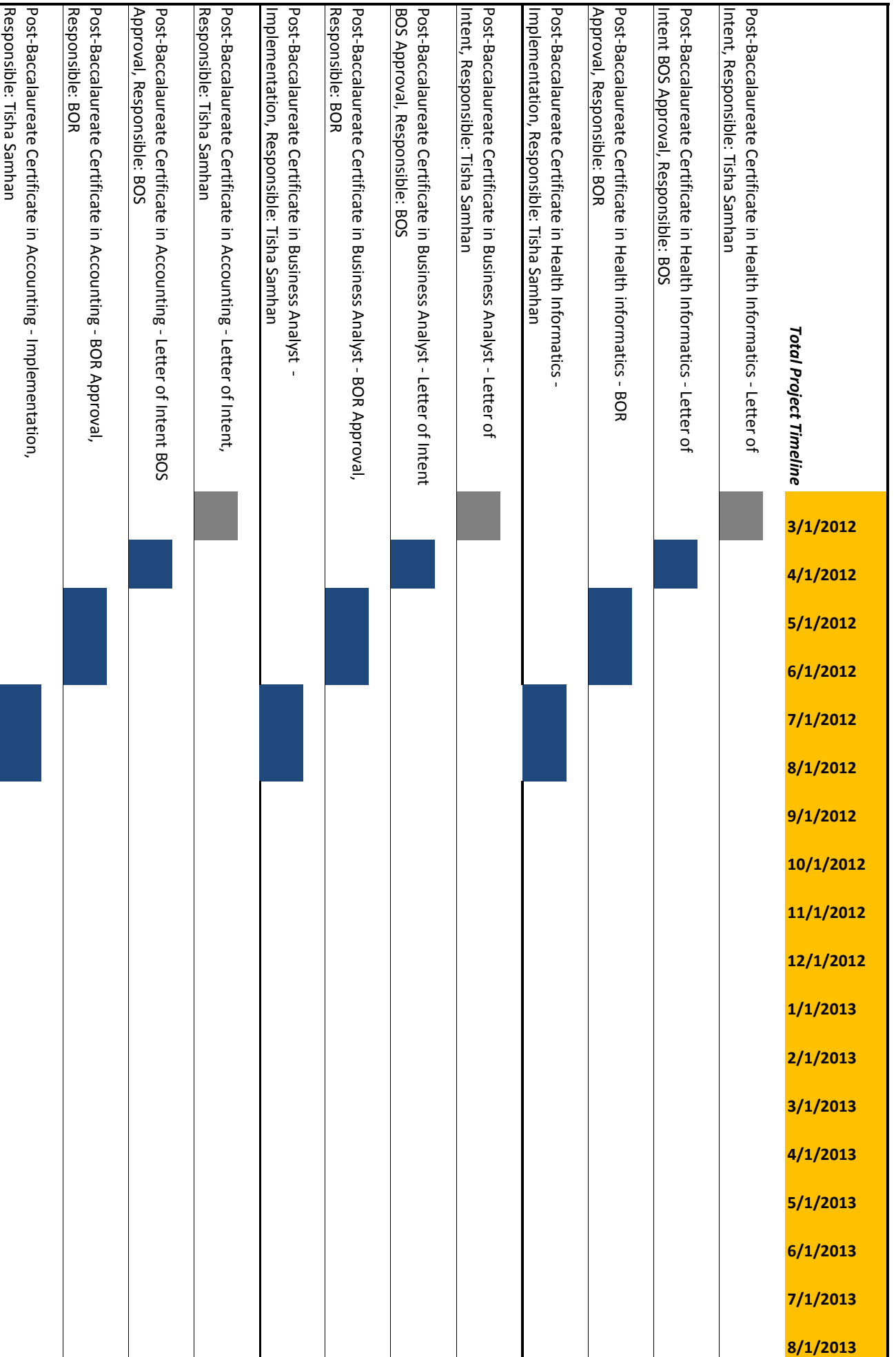
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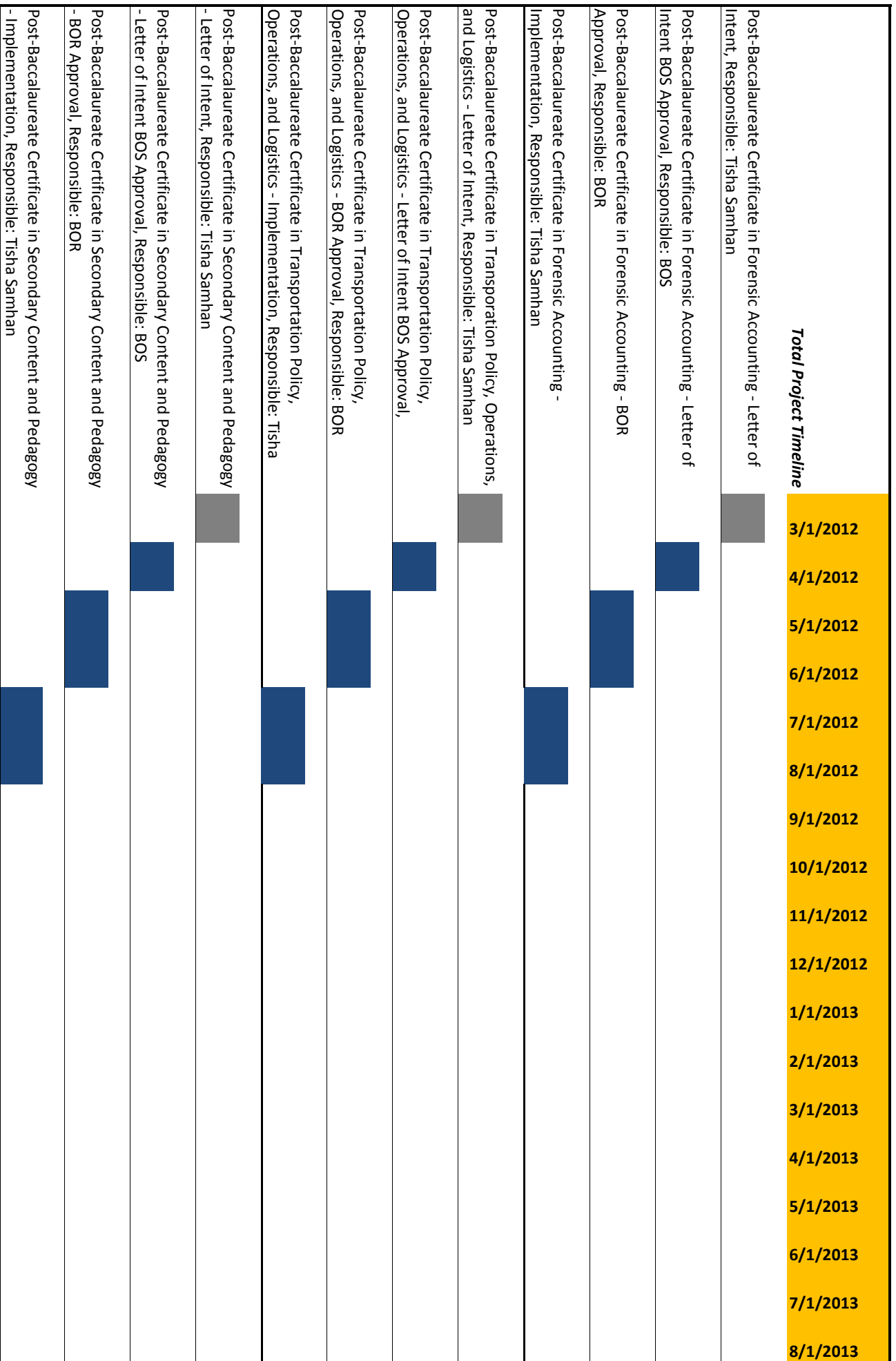
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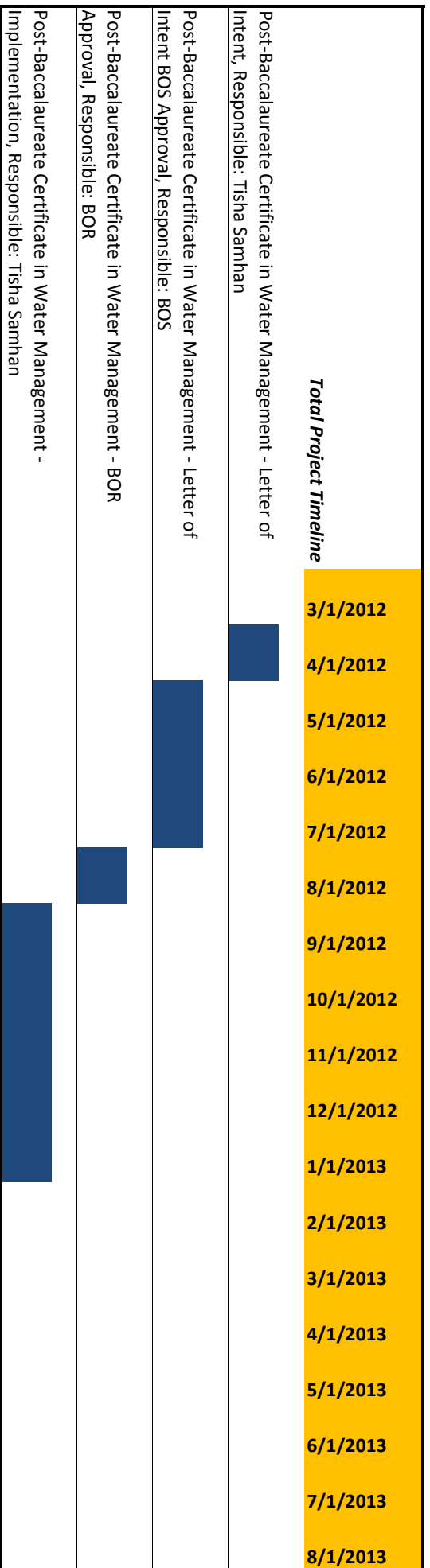
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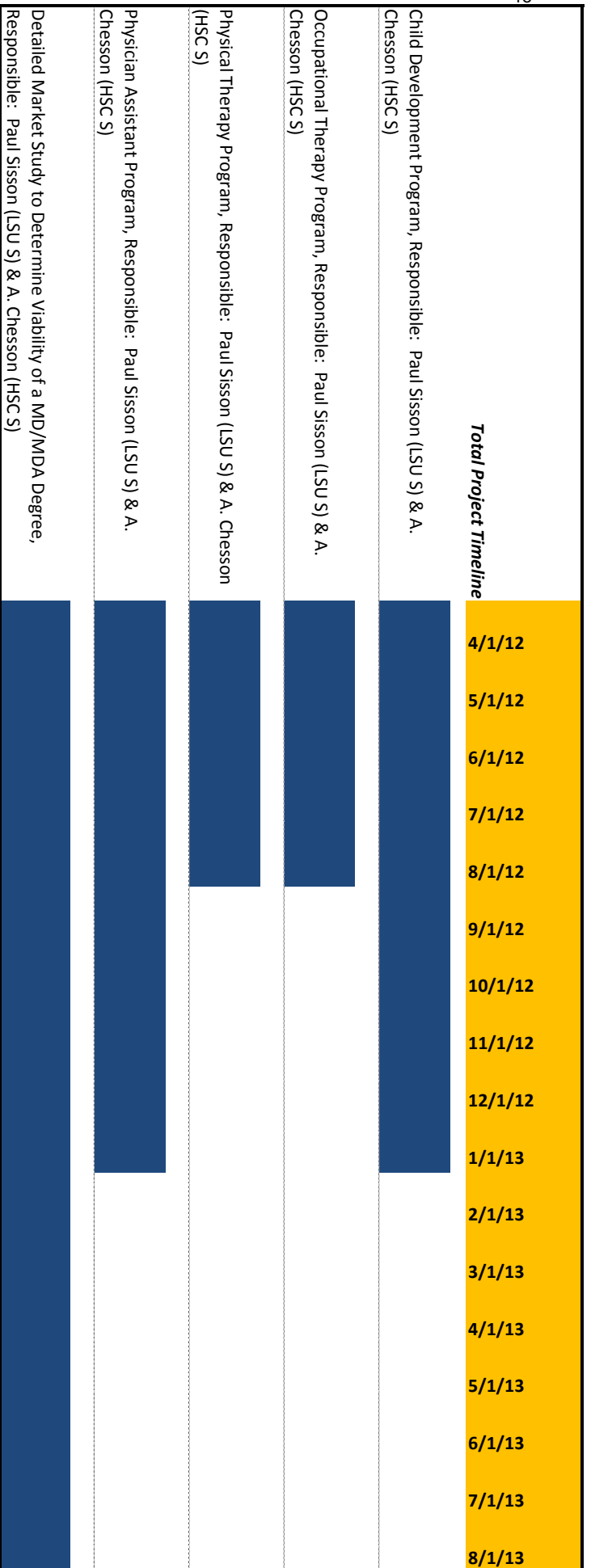
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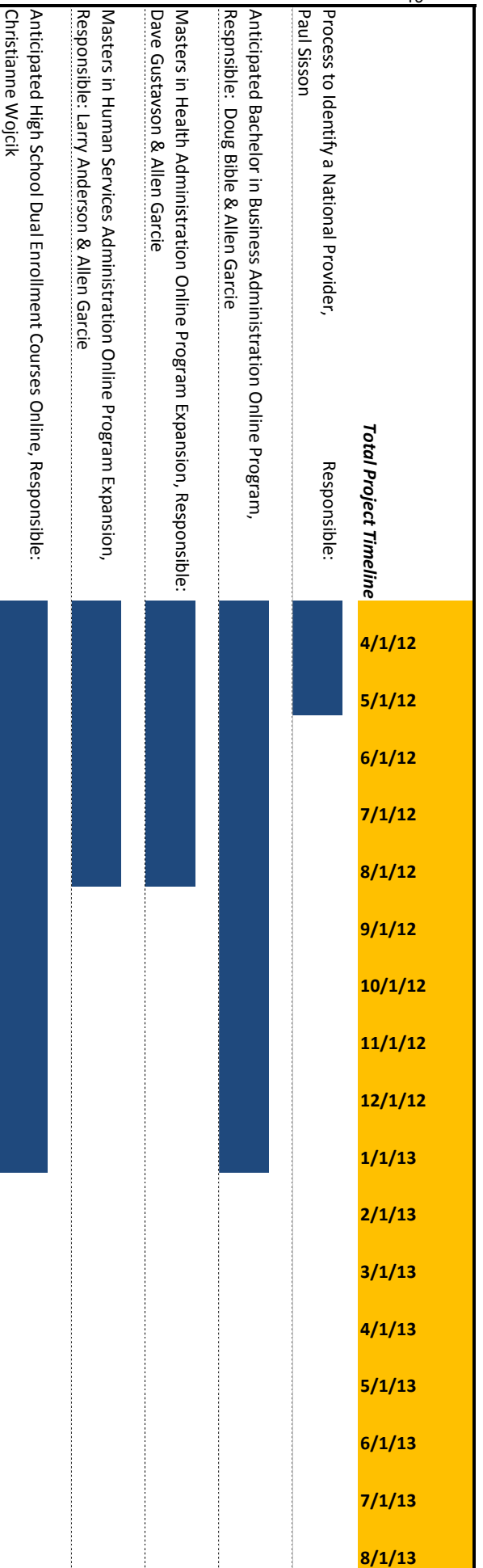


**Monthly Gantt Chart for Project: LSU HSC S and LSU S Optimize Health Care through Classroom Space Sharing to Improve Efficiencies**  
 Maximum Completion Time = 17.2 Months (based on 30-day months)

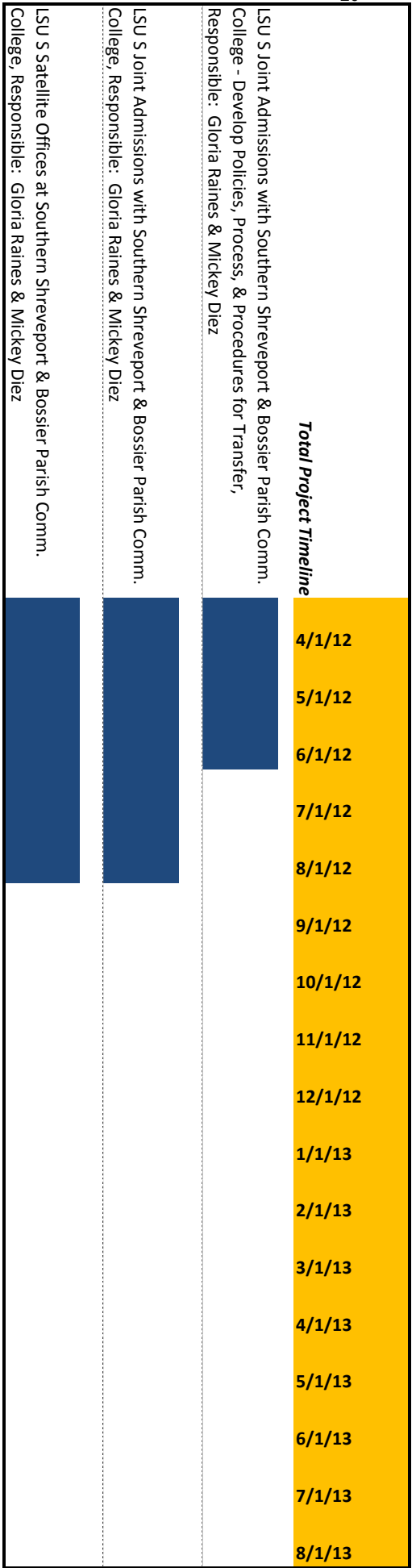




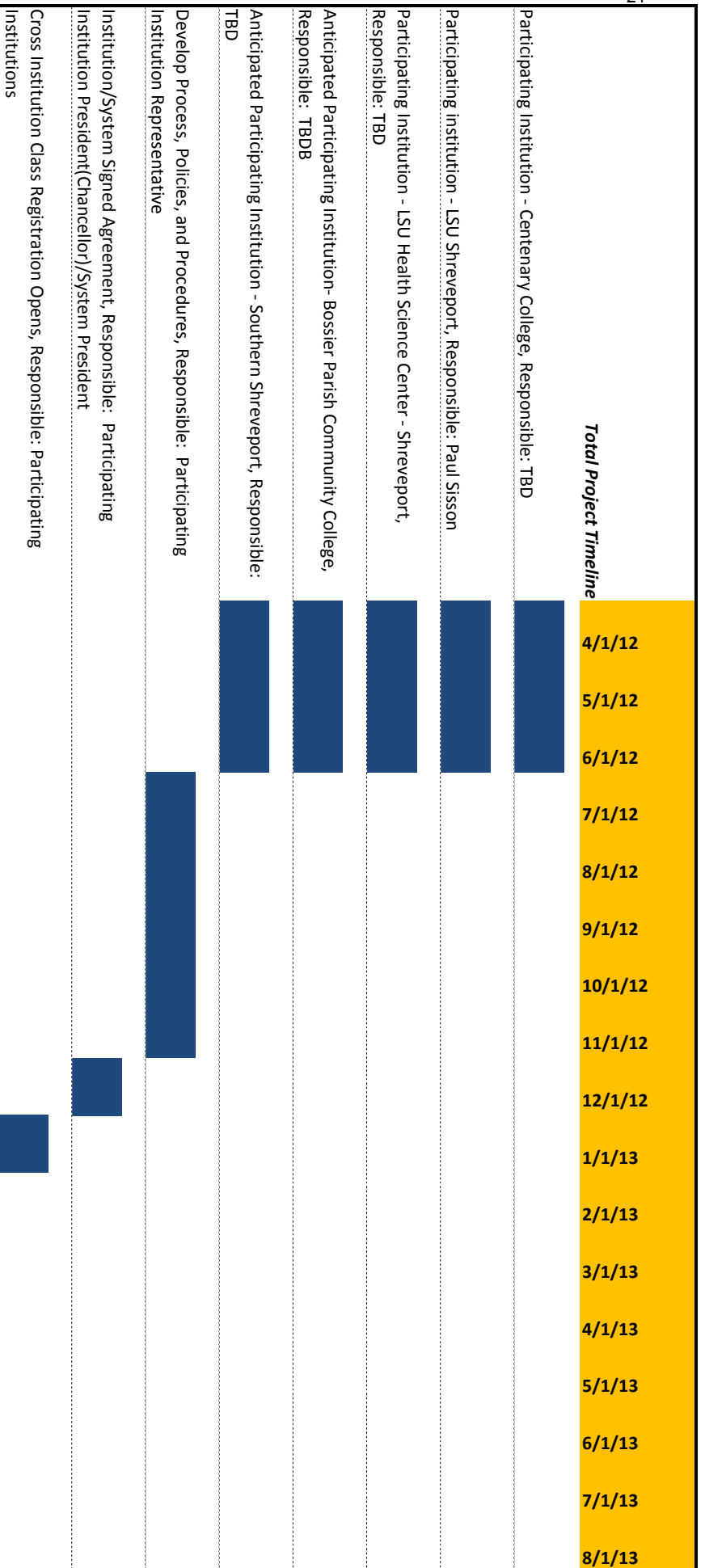
**Monthly Gantt Chart for Project: A Commitment to Providing Education to Adults and Place Bound Students through Distance Education**  
**Maximum Completion Time = 10.2 Months (based on 30-day months)**



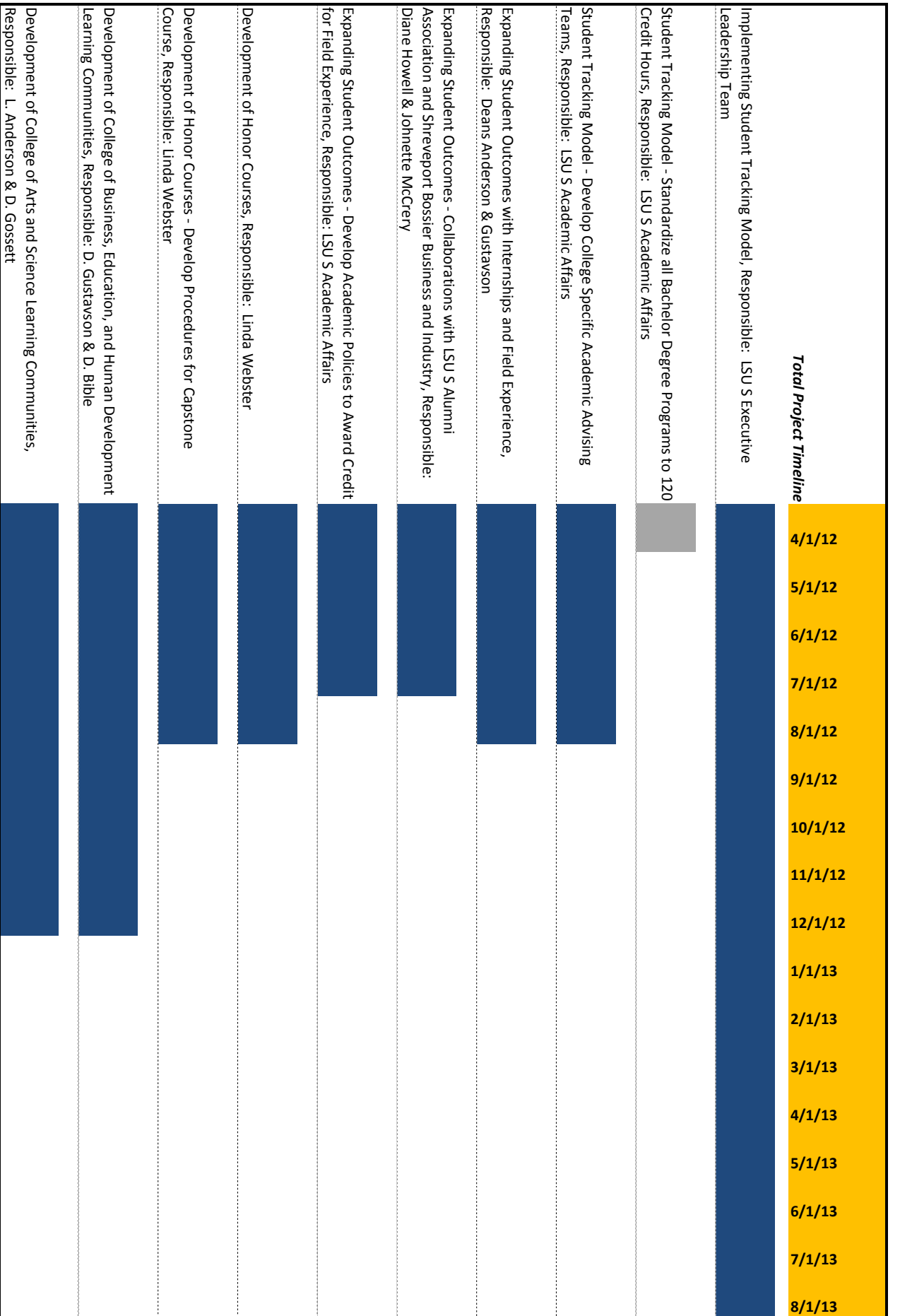
Monthly Gantt Chart for Project: A Commitment to Collaborate with Community Colleges  
 Maximum Completion Time = 5.1 Months (based on 30-day months)



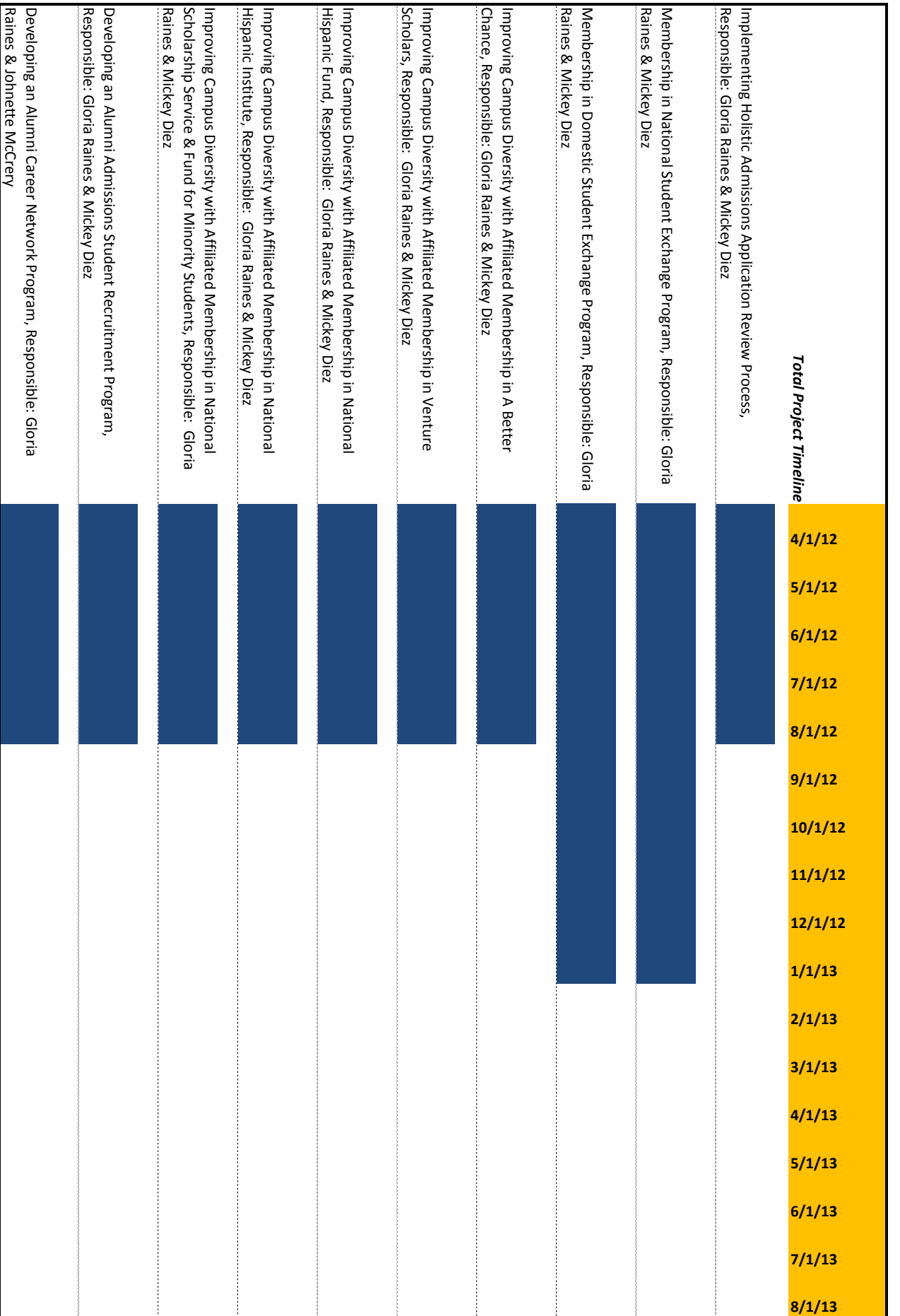
**Monthly Gantt Chart for Project: A Commitment to Regional Education through a Consortium**  
**Maximum Completion Time = 10.2 Months (based on 30-day months)**



**Monthly Gantt Chart for Project: A Commitment to Student Academic Achievement**  
 Maximum Completion Time = 17.2 Months (based on 30-day months)



**Monthly Gantt Chart for Project: A Commitment to Improving Student Enrollment**  
 Maximum Completion Time = 10.2 Months (based on 30-day months)





## Academic and Student Affairs Agenda Item #2

### REQUEST APPROVAL OF A LETTER OF INTENT FOR A NEW PROGRAM – DOCTORATE IN SCHOOL PSYCHOLOGY (PSY.D.) AT LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D.1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

LSU-Shreveport is requesting approval of a Letter of Intent for a Ph.D. in School Psychology (Psy.D.). The proposed program will follow a practitioner-scientist training model to train psychologists to apply basic psychological, counseling, and educational principles to the design of effective service delivery systems in schools and communities.

Specifically, the proposed program is designed to prepare students for a career as mental health agents who are eligible for certification as a school psychologist by the Louisiana State Department of Education and licensure as a psychologist working in community settings.

#### **Need**

There is a strong correlation between psychosocial development and academic success. The current system of providing community-based clinical services by professionals with limited understanding of schools, and separate, school-based programs by educators who have little understanding of mental health, is a symptom rather than a solution to Louisiana's education crisis. Accordingly, individuals are needed who are trained to provide comprehensive learning supports to schools and communities.

LSUS believes that a Psy.D. in School Psychology provides an appropriate balance of skills versus knowledge in research-based practices that is ideal for enhancing service delivery in schools and leading educational reform efforts.

The program proposed by LSUS will be the only professional degree program in the state with a training model aligned to the six comprehensive learning supports content areas: classroom-based approaches to engage learners, student and family interventions, community support, family engagement in schooling, support for transitions, and crisis assistance/prevention.

#### **Curriculum.**

The curriculum of the proposed Psy.D. program will expand upon the requirements of LSUS's Specialist in School Psychology (SSP) curriculum, currently required for certified school

psychologists, but will not demand the intensive research competencies of Ph.D. programs in psychology. Further, the proposed Psy.D. program will use the faculty and resources already in place to support the SSP and the Master's in Counseling Psychology programs, and will replace the SSP program once instituted. The basic structure of the program is a four-year curriculum. Year 1 includes coursework in basic psychological and counseling principles. Years 2 and 3 include coursework and practica related to the application of principles to mental health problems in schools and communities. Year 4 includes completion of a dissertation and an APA-approved doctoral internship. Completers of the Psy.D. program will possess the same credentials as those who currently complete the SSP or Master's in Counseling Psychology, but will also be eligible for licensure as a psychologist.

There are other major features of the proposed program, including the clinical practica requirements which will support the Department of Psychology's mission of providing school psychological services to families in the Shreveport-Bossier metropolitan area. It is anticipated that psychological services to children in Northwest Louisiana will be significantly enhanced as well as providing the opportunity for greater collaborative services and research between LSU Shreveport and the LSU Health Sciences Center.

In addition, LSUS will explore the possibility of implementing the Psy.D. as a collaborative degree program with Nicholls State University, which also currently offers an SSP programs. Both institutions have already worked together on several training initiatives, and there is strong potential for establishing an inter-university partnership (e.g., a shared sequence of on-line courses).

### **Students**

In a recent survey of national trainers in school psychology, over half of the respondents cited the need for or evidence of the field moving toward the doctoral degree as the entry level for school psychologists. LSUS believes there will be significant interest in the program, as there are no doctoral psychology programs in the immediate Shreveport-Bossier area. There are 10 current graduate students in the Department of Psychology at LSU Shreveport who have stated an interest in the degree program if it were offered. It is anticipated that the Psy.D. Program in School Psychology at LSU Shreveport will admit five candidates per year and have a sustained enrollment of about 20-25 students.

### **Faculty**

The LSUS Department of Psychology currently has a strong faculty offering the MS in Counseling Psychology and the SSP in School Psychology. The SSP degree will be phased out as the Psy.D. begins, and many of the courses required for the MSCP program will also be required in the Psy.D. program. Additional faculty needs will be primarily for adjunct instructors to supervise practica and teach additional courses.

### **3. Financial Note**

The estimated total cost for the Psy.D. in School Psychology Program is \$235,000 for the first five years, including \$8000 per year for adjunct instructors to supervise practica and teach additional coursework (\$40,000), an annual \$37,000 operational cost associated with the Department of Psychology's Psychological Services Clinic (\$185,000), and a fifth year application for APA accreditation (\$10,000). Projected costs of the program will be covered entirely through internal reallocations and cost sharing.

All additional course instruction (i.e., doctoral level practica and coursework) will be covered through collaborative training consortiums with partner institutions such as Nicholls State University and the LSU Health Sciences Center. Clinic operating expenses will be covered through reallocation of graduate assistantships and discretionary funds on the LSU Shreveport campus, and by revenue generated by community-based services and from external grants and contracts. The costs associated with APA accreditation will be absorbed by the LSU Shreveport campus.

No additional state appropriations will be needed to initiate and sustain the LSU Shreveport Psy.D. in School Psychology Program.

#### **4. Review of Documents Related to Referenced Matter**

This request has been reviewed and approved by appropriate campus faculty and administrative officers, by the LSU System Executive Graduate Council and by the System Office of Academic Affairs.

#### **RECOMMENDATION**

The LSU System Office of Academic Affairs recommends approval of the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request of LSU in Shreveport for a Letter of Intent to establish a Doctorate in School Psychology (Psy.D)., subject to approval by the Board of Regents.”





## Academic and Student Affairs Agenda Item #3

### REQUEST APPROVAL OF THE LETTERS OF INTENT FOR GRADUATE CERTIFICATES AT LSU IN SHREVEPORT

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D.1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

LSUS requests approval of the Letters of Intent for the following Certificates:

Post-Baccalaureate Certificates – an academic offering that is earned after a student has already completed a recognized baccalaureate degree.

a. Accounting.

The purpose of this certificate, to be offered through the LSUS Division of Continuing Education, is for professionals to learn to prepare, interpret and present financial statements; understand methods to analyze and interpret data; learn accounting principles to develop, manage, and expand a business; and for eligible candidates to complete an introductory CPA Foundation.

b. Business Analyst.

The purpose of this certificate, to be offered through the LSUS Division of Continuing Education is designed for professionals in the private and public sectors who seek solutions for process improvement and organizational change.

c. Energy Resource Management

The purpose of this certificate, to be offered through the LSUS Division of Continuing Education, is designed for working professional, such as energy engineers, analysts, managers and auditors, chief sustainability officers, architects, and construction planners, to gain specific training in resource management. The program will draw from a wide variety of disciplines.

d. Forensic Accounting.

The purpose of this certificate is to help professionals develop expertise and competency in the area of forensic accounting examinations. It will concentrate on the core skills required to identify, detect, and prevent fraud.

e. Health Informatics

The purpose of this program, to be offered through the LSUS Division of Continuing Education is designed for professionals with prior experience in a health-related setting to develop their knowledge of clinical data standards and terminological systems; to understand clinical workflows; acquire hands-on practice conceptualizing models; gain insights into the change management principles necessary for successful technology adoption at the organizational and systems levels; and learn best practices in project management and their application to health information technology initiatives.

f. Hospitality Management.

This certificate is designed for hospitality professionals within hotels and corporate offices seeking a baseline understanding of the many facets of hospitality, including finance, marketing, foodservice, human resources and restaurant revenue.

g. Transportation, Policy, Operations and Logistics.

This certificate, to be offered through LSUS Division of Continuing Education, is designed for students and practicing professionals engaged in policy, planning, regulating, and managing and operating transportation facilities and services.

Post-Master's Certificate – an academic offering that is earned after a student has already completed a recognized master's degree, usually related to additional licensure or certification.

a. Secondary Content and Pedagogy.

The purpose of this program is to provide additional instruction in the academic core subjects of secondary education as well as instruction in pedagogy and assessment for those teaching advanced curricular high school tracks, such as honors, AP, and dual enrollment. It will be a 19-hour program, of which 18 hours are graduate-level coursework in a single content area taught within secondary schools and a 1 hour graduate-level module in pedagogy and assessment.

### **3. Cost**

No additional costs are anticipated to be associated with these certificate programs, as the courses are already offered on campus. With the exception of the Graduate Certificate in Secondary Content and Pedagogy, the certificate programs will be coordinated by the LSUS Division of Continuing Education.

### **4. Review of Documents Related to Referenced Matter**

This request has been reviewed and approved by appropriate campus faculty and administrative officers and by the System Office of Academic Affairs.

## **RECOMMENDATION**

The LSU System Office of Academic Affairs recommends approval of the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request from LSUS to approve Letters of Intent for Post-Baccalaureate Certificates in: Accounting; Business Analyst; Energy Resource Management, Forensic Accounting; Health Informatics; Hospitality Management; and Transportation, Policy, Operations and Logistics; and a Post-Master’s Certificate in Secondary Content and Pedagogy, subject to approval by the Board of Regents.”



## Academic and Student Affairs Agenda Item #4

### REQUEST APPROVAL OF A LETTER OF INTENT TO DEVELOP A B.S. IN ELDER CARE ADMINISTRATION AT LOUISIANA STATE UNIVERSITY AT ALEXANDRIA

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws:

D.1. Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

LSU at Alexandria is requesting approval of a Letter of Intent for a B.S. in Elder Care Administration (BSECAM).

Program Objectives. The B.S. in Elder Care Administration (BSECAM) is designed to prepare individuals to apply managerial principles to the administration of nursing homes, assisted living facilities, adult day care centers, home health services, and other long-term care settings and agencies serving the elderly and disabled. The proposed program will include instruction in the social and clinical aspects of aging, health care delivery systems, nursing home administration, assisted living administration, aging policy and government programs, ethics, business management, financial management, human resource management, marketing, and applicable laws and regulations.

The proposed program is an interdisciplinary degree and will include courses in the health sciences, business, and behavioral and social sciences. Courses will be taught by faculty from the Department of Allied Health, Department of Business Administration, and Department of Behavioral and Social Sciences.

Need. Effective January 1, 2012, the minimum requirement for the position of Nursing Facility Administrator is a baccalaureate degree. The Louisiana Workforce Commission's *2011 Long Term Annual Demand for Top Occupations to 2018* lists an annual need of 130 Medical and Health Services Managers. Much of this need will be in the areas of Elder Care Administration. There is not currently a B.S. in Elder Care Administration in the State of Louisiana that is designed to meet the workforce need for administrators/managers of nursing homes or other long-term care facilities which care for the elderly. Although LSUA currently offers the Bachelor of General Studies with a Concentration in Elder Care Administration, it has not offered the Bachelor of Science in Elder Care Administration. The proposed program will allow for the development of a degree designed specifically to meet the needs of elder care providers.

Curriculum. The 120 credit-hour program will include a 1040 hour internship at various clinical affiliates throughout the State of Louisiana that meet the requirements of the Administrator In Training (AIT) program of the State of Louisiana Board of Examiners of Nursing Facility Administrators. Interns will be instructed by preceptors at the various sites. Since the 1040 hour internship will meet the Administrator In Training (AIT) program required by the State of Louisiana Board of Examiners of Nursing Facility Administrators, successful BSECAM graduates will not be required to complete the Board's AIT program.

Students. It is anticipated that the majority of the students in this program will be undergraduate students who wish to pursue a bachelor's degree and have an interest in Elder Care Administration. As the only B.S. in Elder Care Administration in Louisiana, the program is expected to attract at least twelve new students annually who would not otherwise have attended LSUA. The program is also expected to appeal to current nursing home employees who need to meet the State of Louisiana Board of Examiners of Nursing Facility Administrators' requirements to become eligible for promotion.

Faculty. The B.S. in Elder Care Administration is an interdisciplinary program with courses in the Departments of Allied Health, Business Administration, Behavioral and Social Sciences, and Arts, English, and Humanities. LSUA has sufficient full-time faculty and adjunct faculty in the four departments to adequately staff the courses required by the proposed new degree program.

Facilities. Through the generosity of Rapides Regional Medical Center, LSUA houses its allied health programs in the A. C. Buchanan Allied Health Education building in downtown Alexandria. This building, due to its convenient location, will be available for use in the proposed program. The facility houses a state-of-the art, fully equipped videoconference room that may be used for courses taught through distance learning. In addition, three classrooms, equipped with Smart Desks are available for regular classroom instruction. A twenty (20) station computer laboratory is available at the site for student use.

### **3. Financial Note**

While no additional full-time faculty positions will be required, the new program will have additional costs approximating \$16,875 because of the need to increase the number of new course credit hours taught by faculty during the junior and senior years (27 credit hours at \$625.00/credit hour) of the program. The expense of additional library support materials will be shared with the funds currently dedicated to the existing allied health programs.

### **4. Review of Documents Related to Referenced Matter**

This request has been reviewed and approved by appropriate campus faculty and administrative officers, by the LSU System Council of Chief Academic Officers and by the System Office of Academic Affairs.

**RECOMMENDATION AND DRAFT RESOLUTION:**

The LSU System Office of Academic Affairs recommends approval of the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request of LSU at Alexandria for a Letter of Intent to establish a B.S. in Elder Care Administration (BSECAM), subject to approval by the Board of Regents.”

### III. PROPERTY AND FACILITIES COMMITTEE

**Dr. John F. George, Chair**  
**Mr. Raymond J. Lasseigne, Vice Chair**

Mr. R. Blake Chatelain  
Mr. Stanley J. Jacobs  
Mr. Jack E. Lawton, Jr.  
Mr. James W. Moore, Jr.  
Mr. Roderick K. "Rod" West  
Mr. Robert "Bobby" Yarborough

#### AGENDA

1. Request for approval of Master Plan and Determination of Acceptable University Purpose for the Burden Center
2. Recommendation to approve the autonomy stipulated in Act 418 of the 2011 Regular Legislative Session to administer all LSU Facilities Projects funded with self-generated revenue, federal funds, donations, grants or revenue bonds
3. Approval authorizing LSU to amend and restate that certain Lease Agreement dated January 1, 2003 by and between the Board of Supervisors and University Energy Equipment Corporation
4. Approval authorizing LSU to refund a portion of Series 2004B Bonds and preliminary approval authorizing LSU to issue Auxiliary Revenue Refunding Bonds, Series 2012, not to exceed \$44,500,000
5. Recommendation to approve lease of land on LSU's South Campus to the Baton Rouge Speech and Hearing Foundation
6. Recommendation to approve a Cooperative Endeavor and Lease Agreement between the Board of Supervisors and the Tiger Athletic Foundation for Improvements to the South End Zone of Tiger Stadium



## REQUEST FOR APPROVAL OF MASTER PLAN AND DETERMINATION OF ACCEPTABLE UNIVERSITY PURPOSE FOR THE BURDEN CENTER

**To: Members of the Board of Supervisors**

**Date: April 27, 2011**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

### **1. Summary of the Matter**

The Agricultural Center is requesting that the Board of Supervisors approve the Master Plan for the Burden Center and make a Determination of Acceptable University Purpose in accordance with Sections 6.3 and 6.4 of the Uniform Affiliation Agreement for the implementation of the Master Plan to be funded primarily by cash and in-kind donations. The Master Plan will be instrumental in the primary mission of the Burden Center, which is to serve as an educational center for the appreciation of Louisiana's horticultural and agronomic history and natural surroundings, and a more powerful outreach vehicle for the dissemination of research by the LSU AgCenter and LSU A&M. The Master Plan identified several phases of implementation in order of priority (see attached Summary). With approval, the LSU AgCenter will perform a study to determine the level at which a fund raising campaign will be initiated. It is likely that a sub-component of the overall needs at Burden Center will be targeted for fund raising based on the outcome of the feasibility study.

### **2. Review of Business Plan**

Funding will be primarily by cash and in-kind donations.

### **3. Fiscal Impact**

Not applicable.

### **4. Description of Competitive Process**

Competitive process is not required.

### **5. Review of Legal Documents**

Not applicable.

### **6. Parties of Interest**

- LSU Board of Supervisors
- LSU Foundation
- Burden Foundation

### **7. Related Transactions**

None.



## 8. Conflicts of Interest

None.

### ATTACHMENTS

- Letter from Chancellor Richardson
- Summary of Burden Center Master Plan
- Master Plan

### RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Burden Center Master Plan, provided that this approval does not remove any requirement for Board approval of any future developments made in accordance with the Master Plan.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that there is an acceptable university purpose, as provided for in the Uniform Affiliation Agreement for the implementation of the Master Plan to be funded primarily by cash and in-kind donations.”



RECEIVED

MAR 28 2012

PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

Office of Facilities Planning

208 J. Norman Efferson Hall  
Baton Rouge, LA 70803  
Phone: (225) 578-8731  
Fax: (225) 578-7351

March 26, 2012

Dr. John V. Lombardi, President  
LSU System  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

RE: **Significant Board Matter**  
Request for Approval of Master Plan and Determination of Acceptable University Purpose  
Burden Center  
Baton Rouge, Louisiana

We request that the Board of Supervisors approve the Master Plan for the Burden Center and make a Determination of Acceptable University Purpose for the implementation of the Master Plan to be funded primarily by cash and in-kind donations. With approval, the LSU AgCenter will perform a study to determine the level at which a fund raising campaign will be initiated.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the next Board of Supervisors meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and  
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin  
Mr. Jim Howell  
Mr. Roger Husser

For the latest  
research-based information  
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[www.lsuagcenter.com](http://www.lsuagcenter.com)

## Summary

### Burden Center Master Plan

The master plan recognizes the Burden family's long connection to the land and the 440 acres that is the Burden Center. Furthermore, it honors Steele's wish to preserve rural life and agricultural heritage through its proposals to reconnect Louisianans with the site's gardens and museums, creeks and wetlands, forest and woodlands, and fields and meadows. The master plan achieves this through its proposal for a three part geographic and operational organization of the Burden Center:

- Plant Research Facilities
  - Food & Fiber Research
  - Ornamental & Turf Research
  - Burden Woods Forestry Research
- Botanical Garden
  - Louisiana Garden Center
  - Terrace Gardens and Conference Center
  - Barton Arboretum
  - Burden Woods
- Rural Life Museum/Windrush Gardens
  - Rural Life Museum
  - Windrush Gardens

#### **LSU AgCenter Plant Research Facilities**

In addition to the Food & Fiber Research in the central fields and the Ornamental & Turf Research north of 1-10, the Plant Research Facilities include a future office / research / museum site north of Interstate 10. The Plant Research Facility will continue its research and restoration activities in the post-Hurricane Gustav impacted North Burden Woods.

#### **LSU AgCenter Botanical Garden**

The Botanical Garden focuses on the public garden and extension and outreach programs of the LSU Ag Center. New buildings and gardens are organized around a central axis that begins at the existing Orangerie, and extends south to the entry drive. A new Extension and Research Headquarters Building houses visitor services and administrative and extension services offices. Framing the opposite side of the central lawn terrace and axial sight line is the Louisiana Garden Center with its master gardener training and propagation facilities. The third component is the Terrace Gardens and Conference Center. Surrounding the gardens and research fields is the green framework of the Burden Woods. The final component of the Botanical Garden is the Barton Arboretum, located at the far north end of the property.

#### **LSU Rural Life Museum**

As part of the previously developed and approved master plan for The Rural Life Museum and Windrush Gardens, the Museum expansion is under construction. When it opens in the fall of 2009 it will include a new 17,000 s.f. building, 128-car parking lot and the Rural Life Museum Event Garden that transitions between the Museum and Windrush Gardens.

### **Auto Circulation**

The master plan maintains the existing point of entry to the Burden Center off Essen Lane, although it relocates the unsightly and odorous sewerage pump station further west. It also realigns the main entry road to logically lead to the Extension and Research Headquarters and Entry Gardens, and eliminates the existing roadway between the Orangerie and Rose Garden to avoid the potential conflict between pedestrians and automobiles. A separate service road leads to the conference center and research facilities. A one way loop road incorporates Steele Burden's West Perimeter and Burden Center Roads around the edge of the agricultural research fields. Non-public service drives provide staff and researchers access throughout the site.

### **Pedestrian Circulation**

A system of trails provides a diversity of experiences for the visitor of varying length and duration. A multi-use trail parallels the entry road. The North Woods Trail connects the Botanic Gardens to the Rural Life Museum. The Black Swamp and Magnolia Beech Trails are located at and access the north end of the property.

### **Fences and Gates**

To address after-hours security, a perimeter fence will surround the Burden Center. A main entry gate at the round-about controls vehicular and pedestrian access. Additional gates at the service drive and existing bridge allows staff to close portions of the site while others remain open to the public. Similar control gates occur at entrances to the site trails.

### **Phases and Associated Costs**

The master plan provides a phasing and implementation plan that corresponds to the market analysis and business plan. NOTE: The dollar amounts for each phase are estimated costs and include: utilities, contractor fees, contingency of 20% and soft costs (construction contingency, architecture and engineering design fees, surveys and permits at 35% of construction)

#### Phase 1 (\$11,500,000)

*Education and Outreach Facility/Visitors Center* – This facility will house the East Baton Rouge Parish Extension offices, Burden Center offices and it will also house multiple classrooms to accommodate and expand extension outreach programming which currently reaches over 20,000 adults and over 45,000 children. This facility will also become the primary point of entry for the entire Burden Center/Rural Life Museum admissions and gift shop. Included in this project are the roadwork and utilities that will lay the foundation for development of the Botanical Gardens.

*Steele Burden Memorial Orangerie Renovation and Event Terrace* – The Orangerie is a Baton Rouge Landmark designed by A. Hays Town and used for educational programs and family centered events.

*Children's Garden I* – This will be the first of three children's gardens and it will provide Louisiana's educators a place to learn about gardening as well as educational and nutritional activities that tie a garden to the state curriculum. This model garden also provides a location for youth related organizations and individual families to experience outdoor education focusing on vegetable, herb, and butterfly garden plantings. Activities are tied to the Louisiana Grade Level Expectations.

*Trees and Trails Pavilion/Trail Extension Entry* – The pavilion will serve as an outdoor classroom for the Trees and Trails/Project Learning Tree program that is conducted by the Burden Horticulture Society and currently touches over 1,500 school children each year on urban forest and the environment, and continues to grow exponentially. This space will also be used for 4-H, Scout and youth organization educational programming as well as family oriented events.

*Entry, Plant Trial and Orangerie Garden* – A new entry road will be constructed that will connect to the Education/Outreach Facility and Visitors Center. All of the major utilities will be moved underground that will supply the facilities and upgrades listed in phases 2 through 6. The plant trial gardens and orangerie gardens will be implemented with the removal of the old entry and will serve the outreach needs of current research programs.

#### Phase 2 (\$9,000,000)

*Ione Burden Conference Center Upgrade* – The conference center was built in 1985 and has been the primary conference and event center for almost 30 years and is in need of a major renovation to provide a more useful medium sized conference facility.

*Children's Discovery Garden* – The second of three children's gardens which will focus on educational opportunities for children from infant to 8 years old and their parents. This garden along with the other children's gardens will coordinate with some of the STEM (Science, Technology, Engineering and Math) programs.

*New 7300 sq. ft. Conference Center and Terrace* – The Ione Burden Conference Center serves small to medium sized conferences and the architecture of the structure prohibits its expansion. This limits the ability to meet the growing need for a larger sized conference facility. Thus, many of the activities hosted by the LSU AgCenter, LSU A&M and other professional organizations require capacity that Burden Center cannot accommodate. A large conference building would allow Burden Center to provide multiple conferencing facilities and also provide a site that could host concurrent sessions of major conferences in a beautiful setting. Burden Center's strategic location close to major hotels, easy access to I-10 and the expanding medical facilities next door, Our Lady of the Lake and Baton Rouge General, make it an ideal setting as a multipurpose conference facility.

*Pavilion and Courtyard Gardens* – As the primary Botanical Gardens in the region with major outreach programming the construction of gardens that surround these conference and educational facilities are of vital importance to this programming.

*Herb/Healing/Therapy Gardens* - Capitalizing on the proximity of the medical complexes of Our Lady of the Lake and Baton Rouge General, and the growing interest in medicinal herbs, the Herb Garden is a teaching and demonstration garden with a focus on the medicinally useful plants that are indigenous to our region and those brought here by early settlers.

#### Phase 3 (\$11,000,000)

*Louisiana Garden Center Greenhouses, Shadehouses and Classrooms* – This facility will serve as the home of the volunteer base critical to Burden Center as well as a location for Burden Center Horticulture Organization such as the Master Gardeners and the Statewide Master Gardener program, Camellia Society, Herb Society and Bonsai Society. The current facilities are in disrepair and will soon be unusable by these organizations. These organization provide a critical need in assisting with educational programming and outreach to the community and statewide horticulture related activities. This facility will also serve as the primary educational facility for the three Children's Gardens.

*Grounds Maintenance Shop* – With the implementation of the master plan this building will serve as the maintenance and storage facility for the grounds, buildings, events and programming.

*Demonstration Garden Kitchen/Culinary* – The importance of food and nutrition is of major importance in Louisiana, the Gulf South and the United States. This garden will serve as the primary location to hold cooking demonstrations utilizing fruits and vegetables produced at the facility and also serve as an educational facility for nutritional education.

Phase 4 (\$6,625,000)

*Trees and Trails Expansion Burden Woods* – The current trail system extends three miles through the Burden Woods serving as the foundation for the Project Learning Tree educational program. The trail system will be extended to surround the property and provide walking and nature trails that will connect all destinations on the Burden property. It will also connect to the BREC trail system which includes Medical Mile next to OLOL and BR General.

*Wetlands Restoration and Ward Creek Meanders* – A ten acre borrow pit left from the construct of I-10 is part of the impaired Baton Rouge Watershed. A constructed wetlands at this site will tie into Trees and Trails and provide an education and research facility for children, families, contractors, DEQ/EPA, DPW and local and state government entities on restoring impaired watersheds across the state of Louisiana.

*Big Tree House Children's Garden* – The third of three children's gardens will provide a space for children of all ages and families to understand the importance of urban forests to our environment and the health of our cities and planet.

Phase 5 (\$1,580,000)

*Barton Arboretum Expansion* - The existing Barton Arboretum, which includes groves of native trees, a meadow, pond and gazebo, is dedicated to Scott Duchein Barton, wife of John Barton, who was a lifelong friend of Steele Burden. The expansion of this arboretum will provide a center for study of cultivated trees and shrubs used in landscapes across the state and the Gulf South. There is no arboretum in this state that is devoted to this very important area of study.

Phase 6 (\$5,200,000)

*Cypress Pond Gardens, Azalea Garden and Camellia Garden* – The final phase of this project includes the final connection of the walking and hiking trails that will surround the Burden property. The ponds serve as a sediment basin for the Burden property and are important to environmental stewardship of the 440 acres. They are in need of restoration so that they can continue to serve this important role. The azalea and camellia gardens associated with this are home to rare collections of plants and are in need of renovation so that research and outreach programing can continue in this area. This area also ties into the Baton Rouge Watershed and will be part of the watershed research and education project.

### **Market Analysis and Business Plan**

A large portion of the Burden Center site is dedicated to field research that involves ongoing soil and plant management. While this activity is consistent with the central mission of the Burden Center, the focus here is on educational and recreational activities that involve public visitation to the site.

The Burden Center includes two primary centers of such activity, the constellation of buildings and grounds in the area of the Ione E. Burden Conference Center, and the Rural Life Museum and the adjacent Windrush Gardens. Other portions of the site, such as the Barton Arboretum and the various woodlands and fields, see some additional but limited visitor activity. Field maintenance operations associated with agricultural research are ongoing at all times.

The market analysis indicated that:

- Overall Louisiana population is projected to grow modestly, suggesting that the Center's primary market will expand, albeit slowly
- Growth will be strongest among those 55 and older; this group will soon become the largest population segment in the state
- Family age residents will decline over the next 10 years or so, then increase
- The number of young people will remain fairly steady
- The Center is well situated with respect to Louisiana's population concentration and the location of residents with relatively high education and income
- The largest concentrations of those 55 and older are in the southern portion of the state
- Travel and tourism is an important industry in Louisiana and, while oriented primarily to New Orleans, can see future growth in Baton Rouge

The business plan includes revenues generated from admissions, events and endowments. The business plan outlines the projected revenues from these sources according the implementation of each phase listed above.

An operating budget for the Botanical Garden is provided in the business plan. It shows projected revenues and operating expenses for the period 2009 (based on estimates for the current year) extending to 2020. These figures illustrate a level of Master Plan implementation and operation, including the associated program development and marketing that would result in revenue generation that is adequate to cover projected operating costs.

The specific conventions used for this budget are as follows:

- All figures are in constant 2009 dollars
- Average attendance fees are a combination of adult and other fees
- Gift show sales, which appear in 2020, are projected at \$1 per visitor; cost of sales is 50%
- Contributions are projected to surge to \$60,000 in 2010, decline to \$40,000 in 2011 and to \$20,000 in 2012, and rise thereafter at 5% per year; most ongoing contributions for operations support are assumed to go to the endowment account(s)
- Administrative overhead cost on salaries is 32%, as at present
- Advertising and event expense budgets are assumptions of modest increases over current levels; additions funds, if available, would be very desirable
- Operating service and supplies expenses are assumed to maintain at current levels until implementation of Phase Two, at which time they increase at 30%

# BURDEN CENTER MASTER PLAN

A DESTINATION FOR GENERATIONS

Dr. Jeff S. Kuehny  
Director of LSU AgCenter's  
Burden Center



Celebrating Excellence in Research

Louisiana Agricultural Experiment Station · 1887-2012 · [LSUAgCenter.com](http://LSUAgCenter.com)







# Mission

The Mission of the Burden Center is to promote the importance of plants and their environment to the physical, mental and spiritual well being of the citizens of Baton Rouge, the state of Louisiana, and the world.



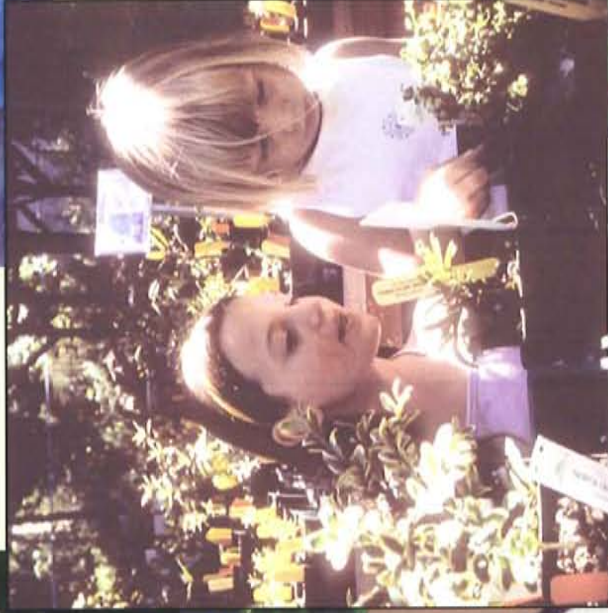
# LAES

## Research

- Fruit and Nut
- Vegetable
- Sweet Potato
- Pathology/Entomology
- Ornamentals
- Turf
- Coastal Restoration and Wetlands



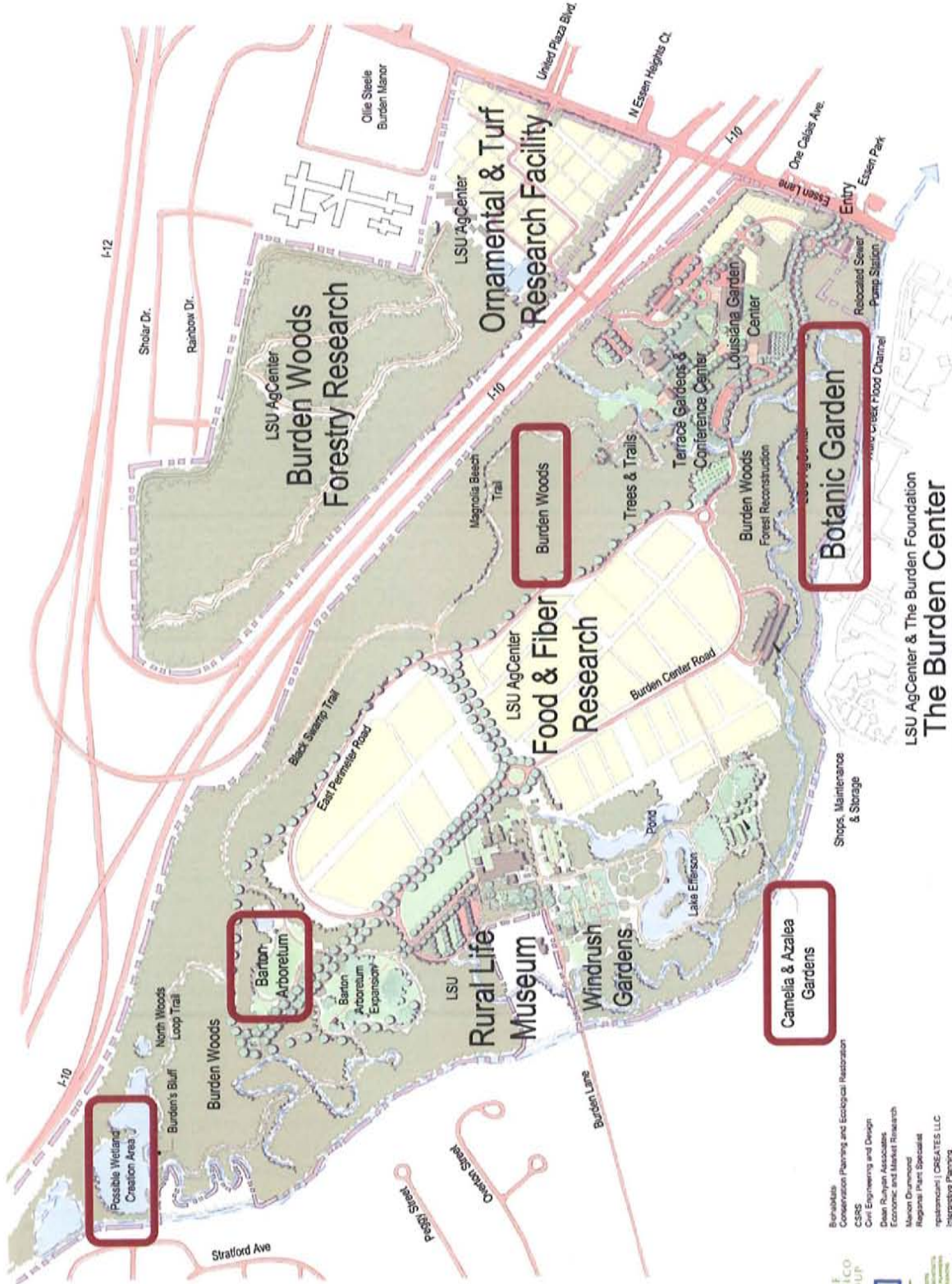
# LCES Education and Outreach



# East Baton Rouge Parish Extension

Who we reach:

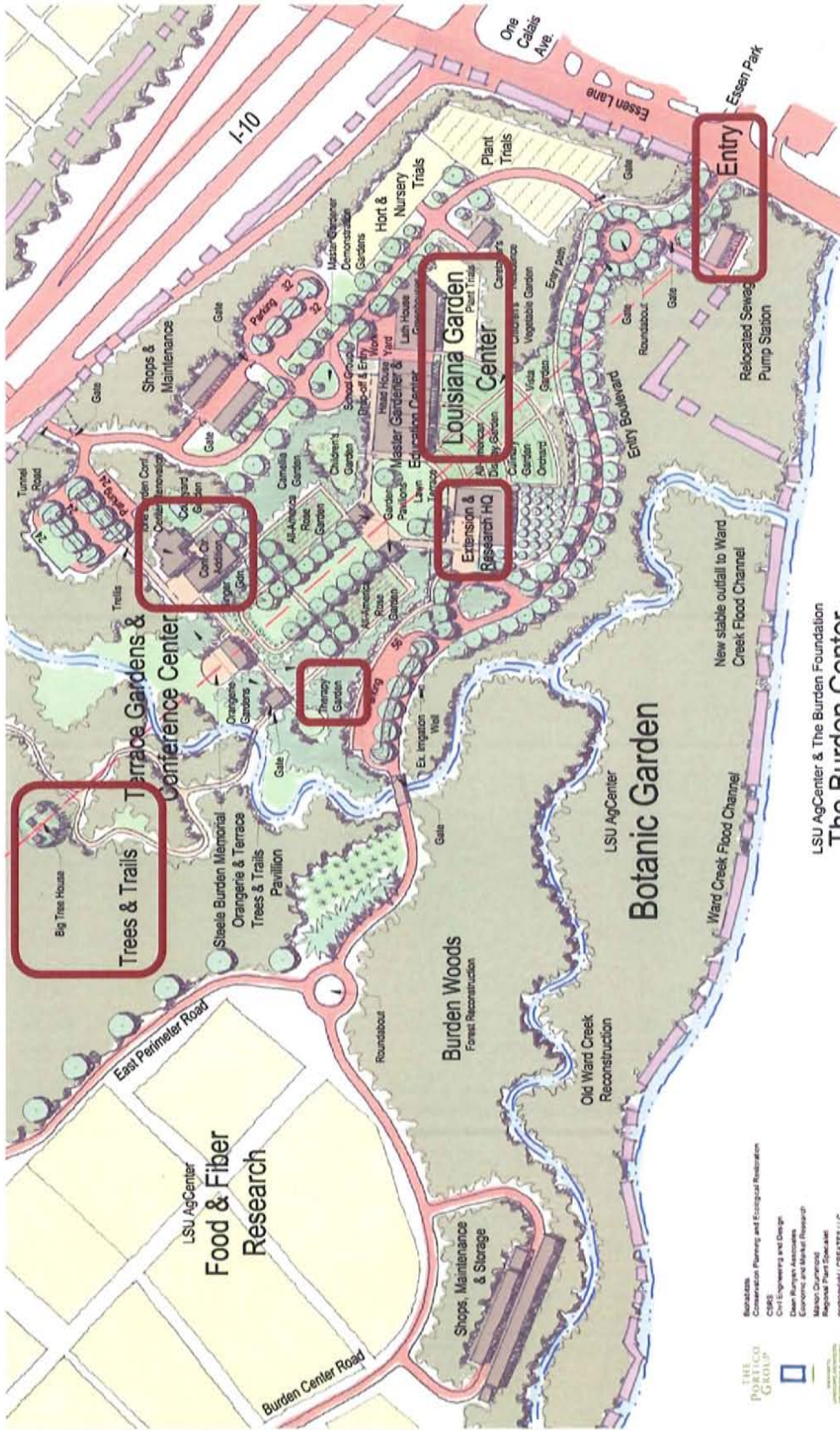
- 47,972 - Youth (includes 894 4-H members, 25 school 4-H clubs, school enrichment—Smart Bodies, Smart Choices, Youth Wetlands Week)
- 20,992 - Adults 7,743 Ag & Natural Resources
- 13,249 Family & Consumer Sciences



LSU AgCenter & The Burden Foundation  
**The Burden Center**  
**Overall Site Plan**  
**MASTER PLAN**

The Portico Group  
 Sustainable  
 Conservation Planning and Ecological Restoration  
 CSRS  
 Civil Engineering and Design  
 Dale Ruhnig Associates  
 Economic and Market Research  
 Marion Drummond  
 Regional Plant Specialist  
 International | OSGATES LLC  
 Interpretive Planning





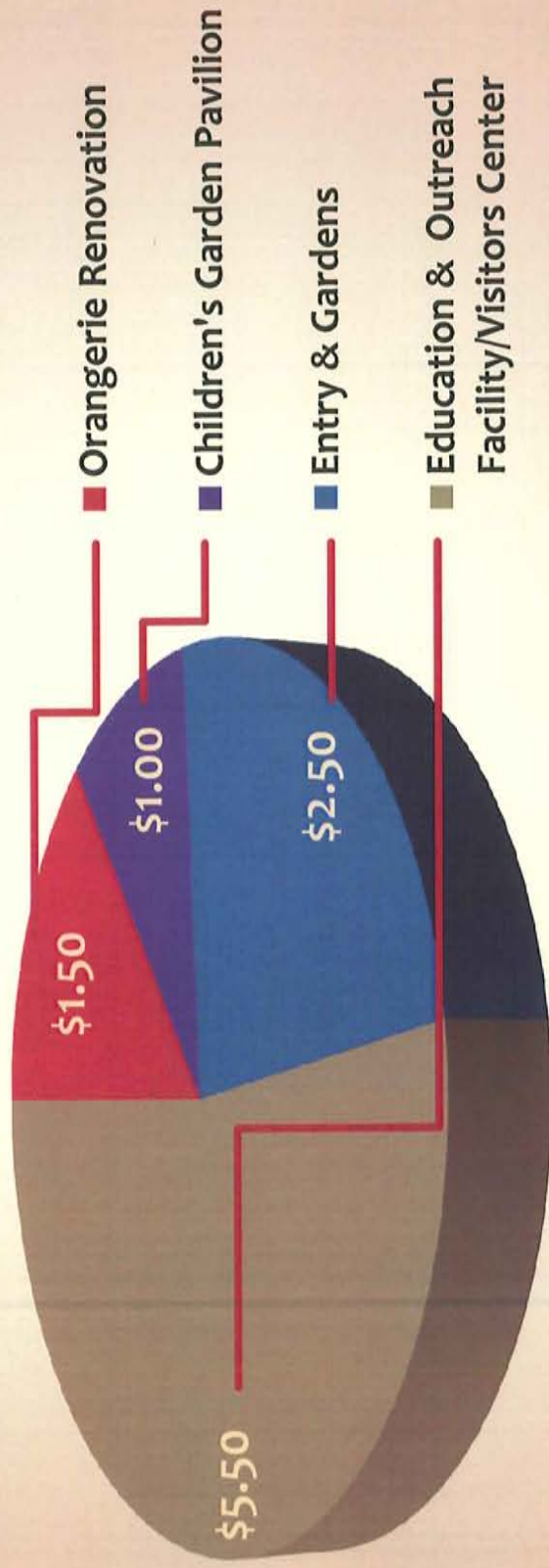
November 1, 2009  
 0 100' 200' 400'  
 N

LSU AgCenter & The Burden Foundation  
 The Burden Center  
**South Site**  
**MASTER PLAN**

CONSULTANTS  
 CONSULTATION PLANNING AND ECOLOGICAL RESTORATION  
 CMRS  
 CIVIL ENGINEERING AND DESIGN  
 DEAN RUMPTZ ASSOCIATES  
 ECONOMIC AND MARKET RESEARCH  
 MASON DURAND  
 REGIONAL PLANNING  
 INTERPRETIVE PLANNING  
 CENTER FOR CREATIVE L.L.C.

THE PUBLIC GROUP  
 A GROUP OF  
 CONSULTANTS  
 AND ENGINEERS  
 AND ARCHITECTS  
 AND PLANNERS  
 AND LANDSCAPE ARCHITECTS  
 AND CIVIL ENGINEERS  
 AND ENVIRONMENTAL ENGINEERS  
 AND ECONOMIC ANALYSTS  
 AND MARKET RESEARCHERS  
 AND INTERPRETIVE PLANNERS  
**LSU**  
**AgCenter**  
 1000 BURDEN CENTER ROAD  
 BURDEN, LOUISIANA 70003  
 (504) 885-5000  
 www.lsuagcenter.com

# Phase 1





# Master Plan Phases

## Phase 2

- Lone Burden Conference Center upgrade
- Children's Discovery Garden
- New 7300 sq. ft. Conference Center Terrace
- Pavilion and Courtyard Gardens
- Healing/Therapy Gardens

## Phase 3

- Louisiana Garden Center Greenhouses and Shadehouses
- Multipurpose Class and Meeting Space
- Master Gardener Training Center
- Grounds Maintenance Shop Master
- Gardener Demonstration Garden
- Kitchen/Culinary Garden
- Children's Vegetable Garden

# Master Plan Phases

## **Phase 4**

- Trees and Trails Expansion
- Burden Woods and Wetlands Restoration
- Windrush Pond Restoration
- Ward Creek Meanders Restoration
- Big Tree House Children's Garden

## **Phase 5**

- Barton Arboretum Expansion

## **Phase 6**

- Cypress Pond Gardens
- Azalea Garden Enhancement
- Camellia Garden Enhancement

**Great cities have  
great destinations.**

**Great destinations  
make a city great.**





**RECOMMENDATION TO APPROVE THE  
AUTONOMY STIPULATED IN ACT 418 OF THE  
2011 REGULAR LEGISLATIVE SESSION TO ADMINISTER  
ALL LSU FACILITIES PROJECTS FUNDED WITH  
SELF-GENERATED REVENUE, FEDERAL FUNDS,  
DONATIONS, GRANTS OR REVENUE BONDS**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8.D.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

Board approval is also required pursuant to R.S.17:3139.5(5)(c).

**1. Summary of Matter**

Act 418 of the 2011 Regular Legislative Session afforded LSU high level designated autonomies defined in R.S. 17:3139.5(5)(c). The autonomy for facilities is defined in R.S. 17:3139.5(5)(c)(iii). LSU is requesting the authority to administer all facilities projects funded with self-generated revenue, federal funds, donations, grants or revenue bonds, including all projects falling under R.S. 39:128.

**2. Review of Business Plan**

The authority to administer all LSU facilities projects funded with self-generated revenue, federal funds, donations, grants or revenue bonds, including all projects falling under R.S. 39:128 will require LSU to put into place a complimentary set of procedures for managing this process. These procedures will also factor in whether or not a particular project is a candidate to be administered by the University. In either case, existing Board authority will remain unchanged.

Attached is an outline of the proposed Capital Outlay Streamlining Process that LSU will use in determining if a project is to be administered by the University.

**3. Fiscal Impact**

The fiscal impact will result in savings particularly in regard to time and the ability to move to market with optimal timing. Responsiveness to academic needs from direct project management will also be realized.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

None.

## 7. Related Transactions

In accordance with Act 418, the Division of Administration (DOA) will make a final ruling regarding LSU's operational capacity to administer the autonomy.

## 8. Conflicts of Interest

None.

### ATTACHMENTS:

- Letter from Chancellor Martin
- Certification from Board of Regents
- Exhibit A
  - LSU Capital Outlay Streamlining Timeline
  - LSU Capital Outlay Time Schedule – Design Time versus Review Time
- Exhibit B
  - LSU Capital Outlay Strategic Streamlining Category Decision Tree
    - Capital Outlay Decision Tree – 5 Year Plan
    - Act 959 Decision Tree – \$500,000 to \$5,000,000
    - Self-Generated Decision Tree – >\$500,000
  - Approval Flowchart
  - Project Flowchart

### RECOMMENDATION

**“NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve the exercise of the autonomy stipulated in Act 418 of the 2011 Regular Legislative Session under high level autonomies for facilities [R.S. 17:3139.5(5)(c)(iii)].

**BE IT FURTHER RESOLVED** that the President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the autonomy approval any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.”

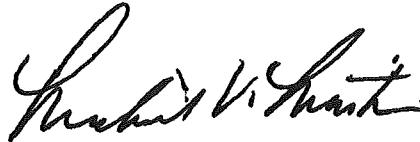
RECEIVED  
MAR 28 2012  
PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT  
MAR 27 2012  
LSU SYSTEM

**To:** John V. Lombardi  
President  
LSU System

**Date:** March 26, 2012

**From:** Michael Martin  
Chancellor



**Subject:** Recommendation to Approve the Autonomy Stipulated In Act 418 of the 2011 Regular Legislative Session to Administer All LSU Facilities Projects Funded with Self-Generated Revenue, Federal Funds, Donations, Grants or Revenue Bonds

Attached for your review is a resolution requesting approval by the Board to authorize LSU to administer all LSU facilities projects funded with self-generated revenue, federal funds, donations, grants or revenue bonds as stipulated by Act 418 of the 2011 Regular Legislative Session. Act 418 afforded LSU high level designated autonomies and approval of the resolution will allow LSU to establish procedures for same.

It is requested that the resolution be forwarded to the Board of Supervisors for placement on the April 2012 Board of Supervisors' meeting agenda.

Please let me know if you need additional information.

Attachments



**CAPITAL OUTLAY STRATEGIC STREAMLINING**

**Exhibit A**

PREPARED BY LSU PLANNING, DESIGN, & CONSTRUCTION  
March 2012

# LSU CAPITAL OUTLAY STRATEGIC STREAMLINING TIMELINE

## CAPITAL OUTLAY 5 YEAR PLAN

Approvals / Selection 20 Months		Design / Review 16 Months		Bidding / Construction 28 Months		64 MONTHS TOTAL
3 Mos. State Higher Education Board Approvals	9 Mos. State Legislative Approvals	6 Mos. Approval by Bond Commission & PPC (Varies) State Designer Selection by PPC Design Contr.	10 Mos. Design Completion (300 Days)	4 Mos. Bidding Negotiation JIBC - Increase in funds due to bid coverage (possible) Const. Contract	24 Mos. Construction Final Acceptance	
		6 Mos. State Review Time (180 Days)				

## ACT 959/SELF GENERATED - OUTSOURCED

Approvals / Selection 7 Months		Design / Review 12 Months		Bidding / Construction 27 Months		46 MONTHS TOTAL
4 Mos. Board Approvals	3 Mos. Designer Selection by PPC Design Contr.	10 Mos. Design Completion (300 Days) 4 Phases: *Program *Schematic Design *Design Development *Construction Documents	2 Mos. Owner Review Time (60) Days	3 Mos. Bidding Negotiation Const. Contract Notice to Proceed	24 Mos. Construction Final Acceptance	

18 MONTHS SAVED

## ACT 959/SELF GENERATED - IN HOUSE

Approvals / Selection 4 Months		Design / Review 12 Months		Bidding / Construction 27 Months		43 MONTHS TOTAL
4 Mos. Board Approvals	10 Mos. Design Completion (300 Days) 3 Phases: *Program *Schematic Design/Design Development *Construction Documents	2 Mos. Owner Review Time (60) Days	3 Mos. Bidding Negotiation Const. Contract Notice to Proceed	24 Mos. Construction Final Acceptance		

21 MONTHS SAVED



# Capital Outlay Time Schedule

## Design Time Vs. Review Time

October 25, 2011

### Current Capital Outlay Process

**Expanded Cooling Capacity and Back-Up Generator @ Fred C. Frey Computing Center**

Bid advertised AFC - \$2,220,000  
 Bid On - 2-17-2011  
 JLCB - Bids Exceeded AFC

	Design	Review
Original Contract	80	40
Days Extended	0	40
<b>Total Days</b>	<b>80</b>	<b>80</b>

**French House, Roof and Window Replacement**

Bid advertised AFC - \$1,083,000  
 Bid On - 2-16-2011

	Design	Review
Original Contract	180	60
Days Extended	173	60
<b>Total Days</b>	<b>353</b>	<b>120</b>

**Total Days**                    **433**                    **200**  
**% of Total**                    **68%**                    **32%**  
**Average Days**                    **216.50**                    **100**

### Delegated Design Authority

**Kirby Smith Floors 1-7 Renovation**

Bid advertised AFC - \$1,417,427  
 Bid On - 3-15-2011

	Design	Review
Original Contract	54	14
Days Extended	0	0
<b>Total Days</b>	<b>54</b>	<b>14</b>

**North Stadium Windows**

Bid advertised AFC - \$1,250,000  
 Bid On - 3-24-2011

	Design	Review
Original Contract	51	14
Days Extended	0	0
<b>Total Days</b>	<b>51</b>	<b>14</b>

**Total Days**                    **105**                    **28**  
**% of Total**                    **79%**                    **21%**  
**Average Days**                    **52.50**                    **14**

**LSU**

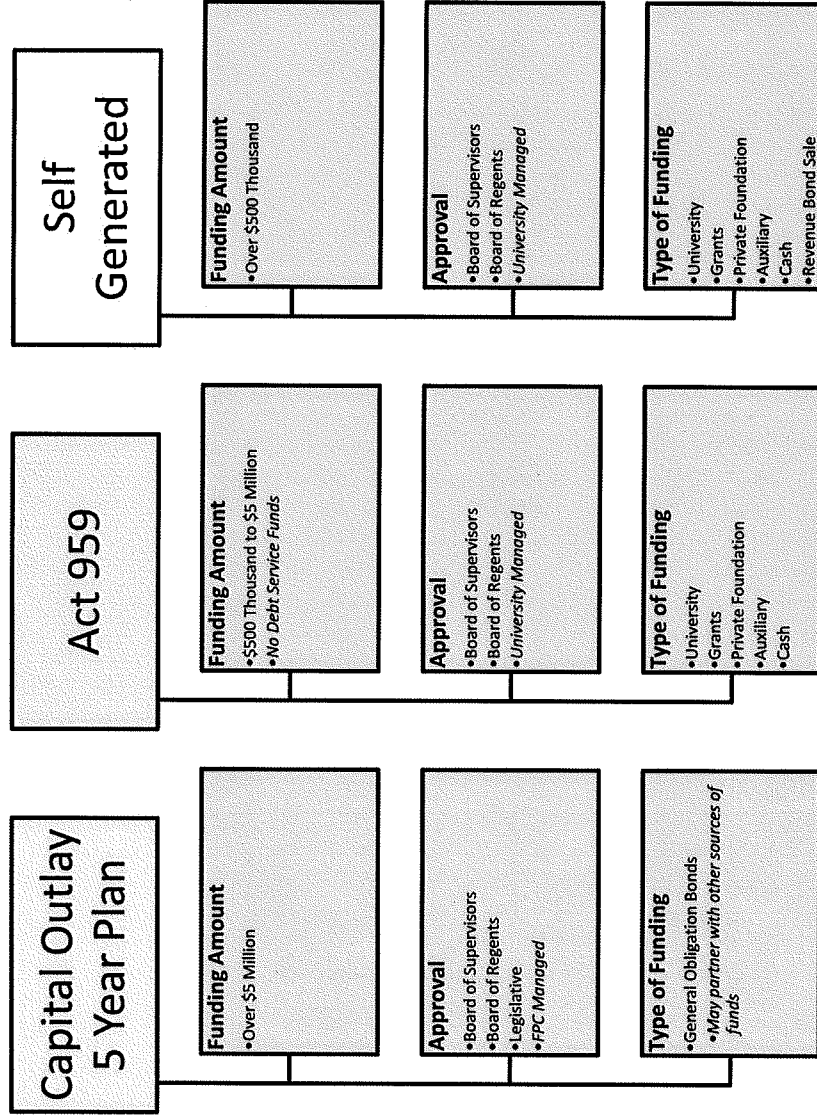
**CAPITAL OUTLAY STRATEGIC STREAMLINING**

**Exhibit B**

PREPARED BY LSU PLANNING, DESIGN, & CONSTRUCTION  
March 2012

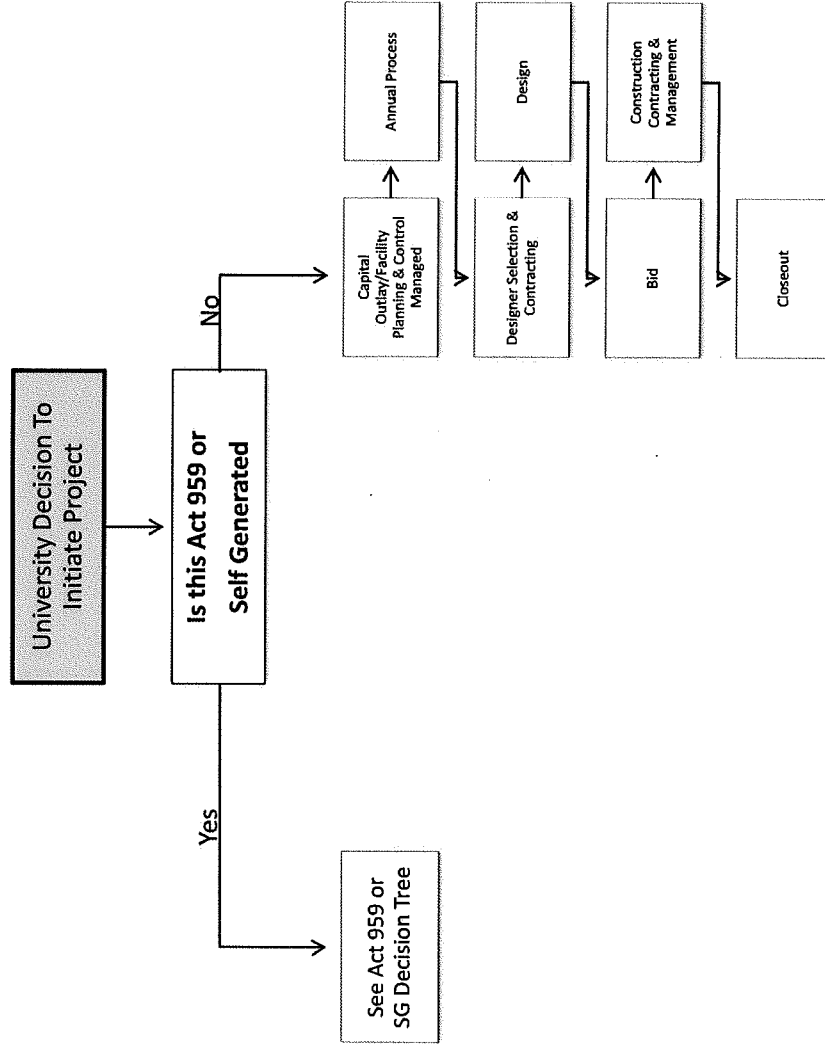
# LSU Capital Outlay Strategic Streamlining

## Category Decision



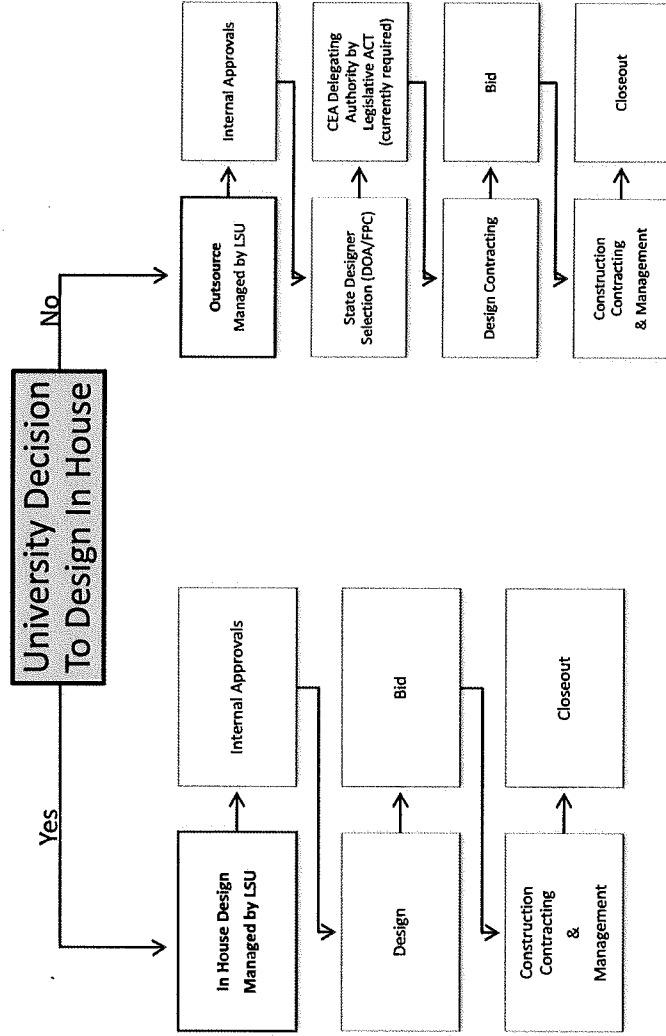
# Capital Outlay Decision Tree

## 5 Year Plan



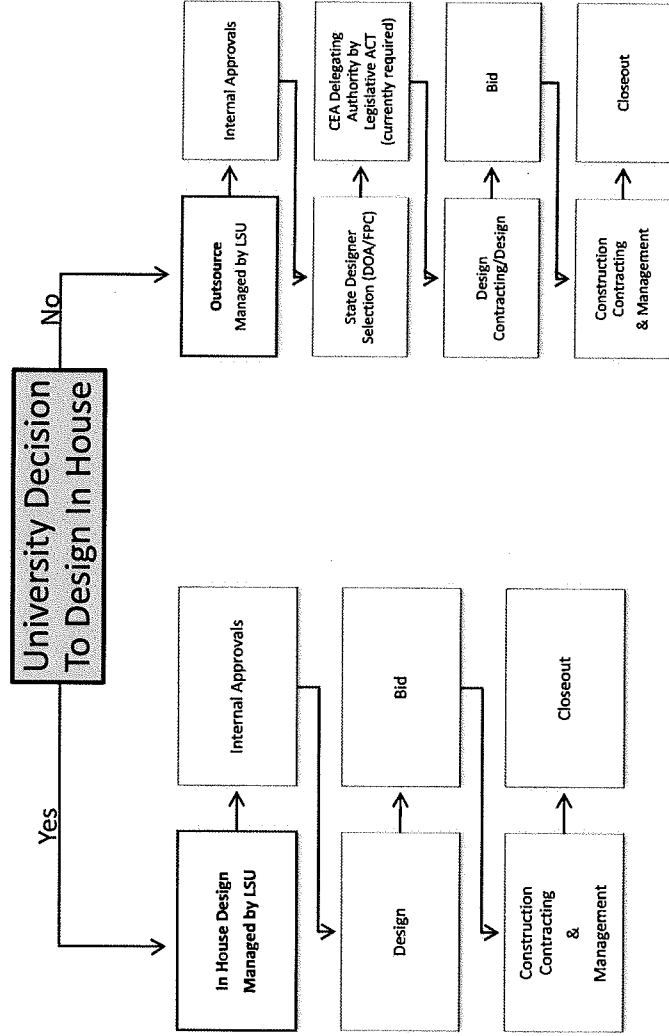
# Act 959 Decision Tree

\$500 Thousand to \$5 Million



# Self Generated Decision Tree

Over \$500 Thousand





## Capital Outlay Strategic Streamlining

# APPROVAL FLOWCHART – CAPITAL OUTLAY 5 YEAR PLAN ANNUAL PROCESS

PREPARED BY LSU Planning, Design & Construction  
October 31, 2011

### 1. February

- 1.1. Finance and Administrative Services (FAS) issues request to Academic Affairs and Departments for projects requiring GOB Funds (University, Grant, or Self-Generated Revenue Bond Funds may be combined to supplement GOB Funds) which are to be submitted for consideration in the next fiscal year funding cycle

### 2. March

- 2.1. Dean or Vice Chancellor submits to FAS and Provost for inclusion in University's Capital Outlay 5 Year Plan
- 2.2. Dean or Vice Chancellor submits to FAS through LSU Accounting Services project Business Plan and Proforma for review and verification for Self-Generated Projects

### 3. April

- 3.1. University's Capital Outlay 5 Year Plan confirmed by FAS, Provost and Chancellor

### 4. May

- 4.1. University's Capital Outlay 5 Year Plan submitted to Facility Development & Design Committee (FD&DC)
  - 4.1.1. FD&DC approves or recommends modification to Chancellor

### 5. June

- 5.1. University's Capital Outlay 5 Year Plan submitted to System
  - 5.1.1. Systems approves

### 6. July

- 6.1. University's Capital Outlay 5 Year Plan submitted to Board of Supervisors (BOS)
  - 6.1.1. BOS approves

### 7. August

- 7.1. BOS prioritizes the University's Capital Outlay 5 Year Plan and submits to the Board of Regents (BOR)
  - 7.1.1. BOR approves
  - 7.1.2. BOR Higher Education Site Visit

### 8. October

- 8.1. BOR approved Higher Education Capital Outlay 5 Year Plan submitted to Facility Planning & Control (FP&C) by BOS
  - 8.1.1. FP&C approves

**9. November 1**

- 9.1. FP&C and Office of Planning & Budget review requests
- 9.2. Commissioner and FP&C Formulate Recommendations to introduce at Spring Legislative Session through Draft House Bill 2 (HB2)
- 9.3. Governor's Office review

**10. April**

- 10.1. Legislative Session Begins
  - 10.1.1. 8<sup>th</sup> day of Legislative Session Governor's Capital Outlay Budget Bill introduced in the House

**11. June**

- 11.1. Legislative Session Ends

**12. July**

- 12.1. Governor reviews for line items vetoes and signs HB2
- 12.2. Commissioner's Appropriations notification memo

**13. Date TBD**

- 13.1. FP&C/Bond Commission Authorize Funding
- 13.2. FP&C notifies System for Designer Selection
- 13.3. University reviews bond sale strategies

**14. Architect & Engineer Selection Boards/FP&C select designers**

- 14.1. FP&C administers bidding and construction for state projects and administers non-state entity projects
- 14.2. LSU initiates designer contract under provisions of ACT 418

**15. Funding Adjustments/Completions**





**CAPITAL OUTLAY STRATEGIC STREAMLINING  
PROJECT FLOWCHART – SELF GENERATED (OVER \$500,000)  
– ACT 959 (CASH, >\$500,000 TO <\$5,000,000)**

PREPARED BY LSU PLANNING, DESIGN, & CONSTRUCTION  
October 25, 2011

**1. Project Planning**

- 1.1. Department contacts LSU Office of Facility Services and provides preliminary scope, cost, availability of funds, and departmental approval
- 1.2. OFS reviews scope and identifies a OFS Project Manager/Designer
- 1.3. University confirms source of funds
  - 1.3.1. University funds
  - 1.3.2. Grants
  - 1.3.3. Private foundation
  - 1.3.4. Auxiliary
  - 1.3.5. Cash

**2. Project Approval**

- 2.1. OFS Designer assigned to project
- 2.2. OFS Designer confirms appropriate approvals to proceed with project (PM60)

**3. Design - In house (if outsourced skip to 4)**

- 3.1. OFS Designer assigned to project
- 3.2. OFS Designer confirms appropriate approvals to proceed with project (PM60)
- 3.3. Skip to 4. Pre-Design

**4. Design – Outsourced (if in house skip to 5)**

- 4.1. Designer Selection
  - 4.1.1. OFS requests project be placed on Designer Selection Agenda
    - 4.1.1.1. Formal program developed by University defining scope and cost
    - 4.1.1.2. Preliminary program is created by OFS for project implementation
    - 4.1.1.3. Request through Finance & Administrative Services (FAS)
    - 4.1.1.4. Request through Chancellor
    - 4.1.1.5. Request through System
    - 4.1.1.6. Request to Facility Planning & Control (FP&C)
      - 4.1.1.6.1. Meeting Dates set by FP&C
      - 4.1.1.6.2. Applications are prioritized
      - 4.1.1.6.3. Designer selected by State Designer Selection Board
      - 4.1.1.6.4. CEA Delegating Authority (currently required)
      - 4.1.1.6.5. University contracts with selected Designer

**5. Pre-Design**

- 5.1. Pre-Design meeting coordinated and conducted by OFS

- 5.2. OFS notifies System
- 5.3. OFS notifies Designer (if outsourced)
  - 5.3.1. Formal Program provided to Designer
  - 5.3.2. Pre-Design conference initiates designer contract start time

## **6. Programming**

- 6.1. Program Confirmation submitted by Designer to OFS
  - 6.1.1. OFS forwards Program Confirmation to System
    - 6.1.1.1. OFS and the department reviews and provides comments System
    - 6.1.1.2. System reviews and provides comments to OFS
    - 6.1.1.3. OFS provides review comments to Designer with authorization to progress design
- 6.2. Project proceeds to Schematic Design

## **7. Schematic Design**

- 7.1. Schematic Design submitted by Designer to OFS
- 7.2. OFS forwards Schematic Design to System
  - 7.2.1. OFS reviews and presents overview to University Facility Development & Design Committee (FD&DC)
    - 7.2.1.1. Designer presents to FD&DC
    - 7.2.1.2. FD&DC reviews and forwards comments to OFS and Chancellor
    - 7.2.1.3. System provides comments to OFS (when Schematic Design is approved by BOS)
    - 7.2.1.4. OFS provides comments to Designer
      - 7.2.1.4.1. Designer addresses comments during Design Development
- 7.3. OFS provides Schematic Design to FAS to request placement of Board of Supervisors (BOS) agenda
- 7.4. FAS approves and provides to Chancellor
  - 7.4.1. University Planning Council (UPC) reviews and reports to Executive Vice Chancellor and Provost
- 7.5. Chancellor approves and provides to BOS for review and approval
- 7.6. BOS approves Schematic Design
- 7.7. Project proceeds to Design Development

## **8. Design Development**

- 8.1. Design Development submitted by Designer to OFS
- 8.2. OFS forwards Design Development to System
- 8.3. System reviews and forwards comments to OFS
- 8.4. OFS forwards review comments to Designer
- 8.5. Project proceeds to Construction Documents

## **9. Construction Documents**

- 9.1. Construction Documents submitted by Designer to OFS
- 9.2. OFS forwards Construction Documents to System
- 9.3. System reviews and forwards comments to OFS with Recommendation to Bid
- 9.4. OFS forwards review comments to Designer
- 9.5. Project ready to bid

## **10. Bidding**

- 10.1. Bid date requested by Designer through OFS

- 10.1.1. OFS confirms all permits are obtained
- 10.1.2. OFS confirms with System that funds are in place
- 10.1.3. System confirms funds are in place and University concurs with proceeding to bid
- 10.2. LSU Purchasing legally advertises project per state bid laws
- 10.3. LSU Purchasing conducts bid opening

## **11. Pre-Construction**

- 11.1. Contract established with selected Contractor
  - 11.1.1. Designer submits Bid Recommendation Letter to Planning, Design, & Construction
  - 11.1.2. Planning, Design, & Construction concurs with Designer's recommendation and submits recommendation to LSU Purchasing
  - 11.1.3. LSU Purchasing contracts with selected Contractor
  - 11.1.4. Contractor records completed contract at Clerk of Court (See 4. Bidding)
- 11.2. Pre Construction Items coordinated by Facility Development
  - 11.2.1. Planning, Design, & Construction notified by LSU Purchasing of completed/recorded contract
  - 11.2.2. Planning, Design, & Construction notifies Designer that construction contract is in place
  - 11.2.3. Designer schedules Pre-Construction meeting
    - 11.2.3.1. OFS contacts appropriate department(s) for attendance: Traffic & Parking, Utilities and Building Coordinator
  - 11.2.4. Designer Issues Contractor a Notice To Proceed
  - 11.2.5. OFS determines scope of required testing and Implements required contracts

## **12. Construction**

- 12.1. Designer responsible for maintaining schedule, visiting the jobsite to inspect construction progress, control quality, etc.
- 12.2. Change Orders
  - 12.2.1. Request for Proposal submitted by Designer to Contractor
  - 12.2.2. Contractor responds to Designer with Change Order proposal on appropriate Change Order form with Sub-Contractor worksheets (if necessary)
  - 12.2.3. Designer reviews Change Order proposal, approves and submits to Planning, Design, & Construction with appropriate Cover Letter.
  - 12.2.4. Planning, Design, & Construction processes Change Order and forwards to LSU Purchasing for contract modifications.
  - 12.2.5. LSU Purchasing officially amends the contract and notifies all parties
- 12.3. Designer responsible for maintaining schedule, visiting the jobsite to inspect construction progress, issuing Field Reports, maintaining control quality, etc.

## **13. Project Close-out**

- 13.1. Final Designer Inspection
  - 13.1.1. At project completion, Designer and Contractor coordinate a final inspection of the project
    - 13.1.1.1. Punch List is created listing incomplete items
    - 13.1.1.2. Contractor submits Close Out Documents (Warranties, Certifications, Service Agreements, etc.)
    - 13.1.1.3. Contractor delivers specified extra material, spare parts and keys to Project Manager
    - 13.1.1.4. All equipment and hardware must be tested
    - 13.1.1.5. OFS Department performs inspection and provides to Designer

- 13.1.1.6. Technical air performance reports required prior to substantial completion
- 13.2. Fire Marshal Inspection
  - 13.2.1. Fire Marshal Acceptance is required before Substantial Completion can be awarded
- 13.3. Substantial Completion
  - 13.3.1. Designer submits Final Acceptance Recommendation forms to Planning, Design, & Construction
    - 13.3.1.1. If in outside Designer, form is submitted to Project Manager
    - 13.3.1.2. If in house Designer, form is submitted to Director of Planning, Design, & Construction
  - 13.3.2. OFS concurs and submits "Recommendation of Acceptance" to Finance & Administrative Services for approval
    - 13.3.2.1. Copy forwarded to LSU Purchasing
  - 13.3.3. Finance & Administrative Services approves and forwards to LSU Accounts Payable
    - 13.3.3.1. Copies issued to Purchasing and Facility Development
  - 13.3.4. LSU Accounts Payable processes and forwards closing documents to Contractor
- 13.4. Lien Period
  - 13.4.1. Contractor files closing documents at the Clerk of Court
  - 13.4.2. Retainage held for a 45 day Clear Lien Period
  - 13.4.3. At the end of 45 days, Contractor submits Clear Lien to Designer
  - 13.4.4. Designer submits Clear Lien and Final Payment Application to OFS
  - 13.4.5. Planning, Design, & Construction processes and forwards to LSU Accounts Payable
  - 13.4.6. LSU Accounts Payable releases final payment to Contractor.

#### **14. Warranty**

- 14.1. Eleven months after the substantial completion date, Designer, Contractor, and OFS completes a final walkthrough for inspection
  - 14.1.1. Inspection deficiencies are documented and the Contractor is notified for correction
  - 14.1.2. Follow up inspection performed by all parties
  - 14.1.3. Project is closed out



**APPROVAL AUTHORIZING LSU TO  
AMEND AND RESTATE THAT CERTAIN LEASE AGREEMENT  
DATED JANUARY 1, 2003 BY AND BETWEEN THE  
BOARD OF SUPERVISORS AND  
UNIVERSITY ENERGY EQUIPMENT CORPORATION**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

**1. Summary of Matter**

At its October 26, 2001 and March 20, 2002 meetings, the LSU Board of Supervisors authorized the execution and delivery by the LSU Board of a Lease Agreement dated as of January 1, 2003 (the "Lease Agreement") with University Energy Equipment Corporation (the "Corporation") in connection with the financing, through the issuance of \$38,045,000 original aggregate principal amount of Certificates of Participation evidencing Assignment of a Proportionate Interest in Rights to Receive Certain Revenues Pursuant to the Lease Agreement (the "Certificates") dated February 18, 2003, of natural gas fueled cogeneration equipment (the "Project") at the Louisiana State University Agricultural and Mechanical College ("LSU") campus. The Certificates are currently outstanding in the principal amount of \$33,260,000. A copy of the Lease Agreement is attached hereto as Attachment I. The term of the Lease Agreement will expire on June 25, 2024. The Certificates are secured by an assignment of all of the Corporation's right, title and interest in and to the Lease Agreement. LSU's obligation to make payments under the Lease Agreement is conditioned on funds being appropriated therefor. The nonappropriation clause in the Lease Agreement provides that the LSU Board will make the determination whether, at any time, sufficient funds have been appropriated to LSU by the Legislature to enable LSU to make the lease payments.

The Certificates were issued pursuant to an Indenture of Trust dated as of January 1, 2003 (the "Indenture") between the Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to Bank One Trust Company, N.A.), as trustee (the "Trustee"). Under the Indenture, the Corporation assigned its rights in the lease revenue stream to the Trustee for the benefit of the owners of the Certificates. The owners of the Certificates have an ownership interest in the right to receive the lease revenues. At the termination of the Lease Agreement, LSU will own the equipment constituting the Project.

Due to the current low interest rate environment, LSU desires that the Corporation explore refinancing opportunities with respect to the Certificates in order to achieve interest cost savings and, accordingly, lower LSU's corresponding lease payments under the Lease Agreement. Any such refinancing will require an amendment and restatement of the Lease Agreement to reflect the terms of the refinancing of the Certificates. The term of the Lease Agreement will not be extended beyond its original termination date of June 25, 2024.

LSU is requesting the LSU Board to grant approval and authorization for the amendment and restatement of the Lease and to delegate to the President and the Executive Vice President of the LSU System, and the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer of LSU and A & M College, the authority to execute and deliver an amendment and restatement of the Lease Agreement to reflect the terms of the refinancing of the Certificates, if economically feasible, and to

include in such amendment and restatement of the Lease Agreement such terms and conditions as he may deem in the best interest of the LSU Board and LSU.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The amendment and restatement of the Lease Agreement will not have any direct fiscal impact on the campus, but should provide an estimated annual savings of \$306,000 to LSU. The obligations of the LSU Board to make rental payments under the Lease Agreement are, and will continue to be, payable from any funds available therefore and such obligations are unsecured. Under the Lease Agreement, the LSU Board covenants and agrees to use its best efforts to cause to be included in its budget request each year amounts sufficient, together with existing appropriations and any other lawfully available money, to enable the LSU Board to make each payment of rent and all other amounts payable under the Lease Agreement when due; provided, however, payment of such amounts each year are subject to annual appropriation.

Refinancing of the Certificates, if economically feasible, will not impede its ability to provide the basic services required by and of the respective departments of LSU.

**4. Description of Competitive Process**

The competitive process is used for all new bond issues. The competitive process was used for the initial issuance of the 2003 Certificates of Participation. The successful underwriter for this issuance will be used for the refinancing due to their experience with the issue.

**5. Review of Legal Documents**

The amendment and restatement of the Lease Agreement is consistent with Board policy as previously adopted on October 26, 2001 and March 20, 2002. (Attachment II).

**6. Parties of Interest –**

All of the parties relevant to the approval of the amendment and restatement of the Lease Agreement and the refinancing of the Certificates, do not have any related interest in the amendment and restatement or refinancing, nor will they receive any financial gain from this approval.

**7. Related Transactions**

Lease Agreement

**8. Conflicts of Interest**

None

**Attachments:**

- Letter from Chancellor Martin
- Attachment I – Copy of the Lease Agreement
- Attachment II – Copy of prior resolutions relating to the Lease Agreement

## RECOMMENDATION

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that:

SECTION 1. The Board does hereby authorize that the President and the Executive Vice President of the LSU System, and the Vice Chancellor for Finance and Administrative Services and CFO of Louisiana State University and A&M College, or any one of them and their designees to execute and deliver an amendment and restatement of that certain Lease Agreement dated as of January 1, 2003, by and between the Board and University Energy Equipment Corporation (the "Lease Amendment") to reflect the terms of the refinancing, if economically feasible, of \$38,045,000 original aggregate principal amount of Certificates of Participation evidencing Assignment of a Proportionate Interest in Rights to Receive Certain Revenues Pursuant to the Lease Agreement (the "Certificates") dated February 18, 2003, issued to finance natural gas fueled cogeneration equipment (the "Project") on the campus of Louisiana State University Agricultural and Mechanical College ("LSU") and currently outstanding in the principal amount of \$33,260,000, all for the purposes of lowering the corresponding lease payments of LSU.

SECTION 2. The Board does hereby delegate to the President and the Executive Vice President of the LSU System, and the Vice Chancellor for Finance and Administrative Services and CFO of Louisiana State University and A&M College, the power and authority to execute and deliver any and all other documents necessary to consummate the above described transaction and to include in such documents such terms and conditions as they may deem in the best interest of the Board and LSU."



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

**To:** John V. Lombardi  
President  
LSU System

**Date:** March 26, 2012

**From:** Mike Martin  
Chancellor

A handwritten signature in black ink, appearing to read "Mike Martin", is written over the printed name and title.

**Subject:** Approval Authorizing LSU to Amend and Restate the Lease Agreement  
Dated January 1, 2003 by and between the Board of Supervisors of Louisiana  
State University and A & M College and University Equipment Corporation

Attached for your review is a resolution requesting approval to explore refinancing opportunities with respect to the Certificates of Participation pursuant to the lease agreement dated February 18, 2003. Due to the current low interest rate environment, LSU would like for the Corporation to explore refinancing opportunities in order to achieve interest cost savings and lower LSU's lease payments under the lease agreement. The financial consequences of this action will have a beneficial impact to LSU as the lease payments are funded from unrestricted revenues.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on the April 2012 meeting agenda.

Please let me know if you need additional information.

Attachments

RECEIVED

MAR 28 2012

PROPERTY & FACILITIES



Execution Copy

Exhibit P

**LEASE AGREEMENT**

**By and Between**

**BERNHARD MECHANICAL CONTRACTORS, INC.**

**and**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE**

**Dated as of January 1, 2003**

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## **LEASE AGREEMENT**

BE IT KNOWN, that, dated for convenience of reference as of the 1<sup>st</sup> day of January, 2003, but effective on the date of issuance of the hereinafter defined Certificates (the "Effective Date"), before the undersigned Notary Public, duly commissioned in and for East Baton Rouge Parish, Louisiana, personally came and appeared:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, Post Office Box 25317, LSU, Baton Rouge, Louisiana 70894-5317, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, and herein represented by William L. Jenkins, the duly authorized President of the Louisiana State University System ("LSU"),

and

**BERNHARD MECHANICAL CONTRACTORS, INC.**, Post Office Box 62690, Lafayette, Louisiana 70596-2690, a corporation organized and existing under and by virtue of the laws of the State of Louisiana, and herein represented by Kenneth W. Bernhard, its duly authorized President and Chief Executive Officer ("Bernhard" or "Lessor"),

who enter into this LEASE AGREEMENT (the "Agreement") and agree as follows:

### **WITNESSETH:**

**WHEREAS**, Bernhard and LSU have entered into that certain Agreement for Consulting Services and Energy Efficiency Services and Equipment, dated as of January 1, 2003 (the "ESA"), pursuant to which (i) Bernhard has agreed to design, procure, and install a new gas turbine cogeneration system (the "Equipment") at the campus of LSU in Baton Rouge, Louisiana, and to provide certain maintenance services and savings guarantees in connection therewith;

**WHEREAS**, LSU and Bernhard have executed and delivered a Servitude of Use Agreement, dated as of the date hereof (the "Servitude of Use"), pursuant to which LSU has authorized Bernhard to access and utilize designated property on LSU's campus to enable Bernhard to install and operate the Equipment;

**WHEREAS**, in order to further provide for the performance of their respective obligations under the ESA, LSU and Bernhard wish to enter into this Agreement (i) to specify the terms and conditions under which Lessor will lease the Equipment (defined herein) to LSU, and (ii) to enable the financing of the Equipment by specifying the terms and conditions under which Lessor's rights under this Agreement, including the rights to receive certain payments from LSU and certain rights in and to the Equipment, but not including Lessor's obligations under this Agreement, may be assigned by Lessor;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, Lessor and LSU hereby agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.1 Definitions. The following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

“Additional Rent” means all payments required to be paid hereunder as rent in excess of the Base Rent, including, without limitation, amounts required to be paid pursuant to Sections 4.3(e), 4.3(f), 4.3(g), 4.3(h), 5.4, 5.8 and 9.4.

“Agreement” means this Lease Agreement, as amended and supplemented from time to time.

“Assignee” means University Energy Equipment Corporation, a Louisiana nonprofit corporation, as assignee under the Assignment of Lease Rights.

“Assignment of Lease Rights and Equipment” means the Assignment of Lease Rights and Equipment dated as of January 1, 2003, pursuant to which Lessor assigns all of its rights (but not its obligations) under this Agreement and title to the Equipment (including any product warranties in connection with the Equipment) to the Assignee.

“Authorized LSU Representative” means the Chairman or Vice Chairman of the Board, the Vice President for Property, Facilities and Administration of the LSU System, the Vice Chancellor for Finance and Administrative Services and Comptroller of the University, the Executive Director of Facility Services of the University or any other person designated by the President of the LSU System, or any of them individually.

“Base Rent” means the basic rental payment payable by LSU pursuant to Section 4.3 of this Agreement during the Lease Term in consideration of the right of LSU to use and possess the Equipment, in the amounts and at the times during the Lease Term as set forth in Schedule “C” of this Agreement.

“Bernhard” means Bernhard Mechanical Contractors, Inc., a corporation duly organized under the laws of the State and any surviving, resulting or transferee corporation.

“Bernhard Proposal” means the response by Bernhard Mechanical Contractors, Inc. to the Request for Proposal submitted by Bernhard on February 21, 2001 and subsequently modified in part by Bernhard by letter of March 21, 2001.

“Bond Insurer” means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.



“Building” means the structure on the Campus in which the Equipment will be primarily located.

“Campus” means the Baton Rouge campus of Louisiana State University and Agricultural and Mechanical College.

“Certificate Fund” means the Certificate Fund created pursuant to the Indenture.

“Certificate of Final Completion and Acceptance” means the certificate issued by LSU pursuant to Article 9.7 of the ESA.

“Certificate of Substantial Completion” means the certificate issued by LSU pursuant to Section 9.4 of the ESA.

“Certificates” means the Certificates of Participation Evidencing Assignment of a Proportionate Interest in Rights to Receive Certain Revenues Pursuant to a Lease Agreement between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessee, and University Energy Equipment Corporation, as Assignee of Bernhard Mechanical Contractors, as Lessor, Series 2002.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the final or temporary United States Treasury Regulations and applied to the Certificates or the use of proceeds thereof, and also includes all amendments and successor provisions unless the context clearly requires otherwise.

“Construction Fund” means the Construction Fund created pursuant to the Indenture.

“Construction Period” means the period beginning with the issuance of the Notice to Proceed and ending on the Final Completion Date.

“Construction Schedule” means the construction schedule of key dates and milestones for the timely completion of the acquisition and installation of the Equipment as set forth in Exhibit D to the ESA.

“Cost of the Equipment” means the sum of items authorized to be paid pursuant to a Requisition to pay for the cost of construction and installation, or reconstruction or repair of the Equipment.

“Declaration of Separate Ownership” means the Declaration of Separate Ownership dated as of January 1, 2003 between LSU and Bernhard.

“Detailed Engineering Evaluation” means the document entitled “Detailed Engineering Valuation,” which is a part of Exhibit T to the ESA.

“Effective Date” means February 18, 2002, the date of issuance of the Certificates.

“Equipment” means the equipment for the Project to be designed, procured, installed and maintained by Bernhard, as provided in the ESA, and leased to LSU, as provided herein and as more fully described in Schedule B hereto, including any modification thereof, substitutions therefor and additions thereto, all as provided in the Project Documents.

“ESA” means the Agreement for Consulting Services and Energy Efficiency Services and Equipment dated as of January 1, 2003 by and between LSU and Bernhard, including all of the Exhibits and Schedules attached thereto, as the same may be amended from time to time.

“Final Completion Date” means the date of completion and acceptance of the Equipment as evidenced by the Certificate of Final Completion and Acceptance.

“Fiscal Year” means LSU’s fiscal year, which commences on July 1 of any year and ends on June 30 of the following year.

“Force Majeure” means any act, event or occurrence beyond a party’s reasonable control, despite its reasonable efforts to prevent, avoid, delay or mitigate such acts, events or occurrences, including, without limitation, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, blockage, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage and explosions.

“Indenture” means the Trust Indenture dated as of January 1, 2003 by and between University Energy Equipment Corporation., as assignee of Bernhard, and the Trustee, pursuant to which participation interests in rights under this Agreement are authorized to be executed and delivered, and any indenture supplemental thereto.

“Independent Counsel” means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and which attorney, firm or any member thereof is not an officer, director or full time employee of either Bernhard or LSU.

“Interim Installation and Services Agreement” means the Interim Installation and Services Agreement dated as of January 1, 2003 between LSU and Bernhard.

“Land” means the real property and interests therein that is the subject of the Servitude of Use, as such real property is more particularly described in Exhibit A to the Servitude of Use, which by this reference is incorporated herein, together with all additions thereto and substitutions therefor.

“Lessor” means (i) initially, Bernhard Mechanical Contractors, Inc., a corporation duly organized under the laws of the State, acting as lessor hereunder or any surviving, resulting or transferee corporation; and (iii) with regard to any rights of Lessor hereunder, any assignee(s) of

Lessor, including, without limitation, the Assignee under the Assignment of Lease Rights and Equipment and pursuant to Section 8.2 hereof and the Trustee.

“Lease Term” means the duration of the lease obligations created in this Agreement, as specified in Section 4.1 hereof.

“LSU” means (i) the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and (ii) any surviving, resulting or transferee entity as provided in Section 7.2 hereof.

“Net Proceeds,” when used with respect to any performance or payment bond proceeds or proceeds from any condemnation award or policies of insurance required hereby, or any proceeds resulting from a default by LSU or Bernhard under the ESA or any other contract relating to the Equipment, or proceeds from any repossession and liquidation of the Equipment or proceeds from the sale of the Equipment, means the amount remaining after deducting from such proceeds (i) all expenses (including, without limitation, reasonable attorneys fees and costs) incurred in the collection of such proceeds or award; and (ii) all other fees, expenses, and indemnities and payments due to the Trustee.

“Notice to Proceed” shall mean the notice issued by LSU to Lessor to commence Work on the Equipment as provided in Article 9.1 of the ESA.

“Permitted Encumbrances” means, as of any particular time, (i) any liens and encumbrances described in **Schedule A** attached hereto, (ii) liens for ad valorem taxes not then delinquent, (iii) the Indenture, the Assignment, the Servitude of Use and this Agreement, (iv) mechanic’s, materialmen’s, warehousemen’s, carrier’s and other similar liens, all to the extent permitted under Section 5.2 hereof, (v) any other encumbrances consented to in writing by Lessor, and (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way, or clouds on title as normally exist with respect to properties similar in character and location to the Equipment and as do not, in the opinion of Independent Counsel, materially impair the use or value of the property affected thereby for the purpose for which it was acquired or held by Lessor or impair the lien of the security interest created by the assignment hereof.

“Plans and Specifications” means the plans and specifications for the Equipment, as approved by an Authorized LSU Representative pursuant to the ESA, as the same may be implemented and detailed from time to time and as the same may be revised from time to time prior to the Final Completion Date in accordance with the ESA, which Plans and Specifications shall be filed with the Trustee.

“Project” means the Equipment, including any modifications thereof, substitutions therefor and additions thereto, and excluding deletions therefrom, all as provided by the Project Documents, and the rights to access the Land and the Building as provided in the Servitude of Use.

“Project Documents” means the Request for Proposal, the Bernhard Proposal, the Plans and Specifications and the Detailed Engineering Evaluation.

“Purchase Option Price” means, as of any date, the amount necessary to defease the Certificates and discharge the Indenture in accordance with Article X thereof.

“Rental Deposit Investment” means an irrevocable letter of credit issued by a bank or surety bond issued by an insurance company approved in writing by the Bond Insurer.

“Rental Deposit Requirement” means \$3,797,642.79 (such amount to be deposited in the Reserve Fund (as defined in the Indenture) and invested pursuant to the Indenture) or a Rental Deposit Investment (to be held by the Trustee in the Reserve Fund (as defined in the Indenture) pursuant to the Indenture) to secure the timely payment of the Base Rent.

“Request for Proposal” means LSU’s Request for Proposal No. B1VNS0398, entitled “Design and Install a New Gas Turbine Cogeneration System at the Louisiana State University Baton Rouge Campus,” to which LSU issued its Addendum #1 dated February 5, 2001.

“Requisition” means the Payment Requisition Form, in the form attached hereto as **Schedule D**, to be submitted for payment of Costs of the Equipment.

“Revenues” means all amounts payable by LSU to Lessor and its assigns hereunder, including, but not limited to, Base Rent, Additional Rent and Net Proceeds.

“Schedules” means the following schedules attached hereto and incorporated herein by this reference:

Schedule A	Permitted Encumbrances
Schedule B	Description of Equipment
Schedule C	Schedules of Base Rent
Schedule D	Payment Requisition Form

“Servitude of Use” means the Servitude of Use dated and effective as of January 1, 2003, pursuant to which LSU has granted to Lessor access to and use of the Land in connection with its rights and obligations under this Agreement and under the ESA.

“State” means the State of Louisiana.

“Surety Bond” means the surety bond issued by the Bond Insurer guaranteeing the Rental Deposit Requirement with respect to the Certificates as provided therein and subject to the limitations set forth therein.

“Tax Regulatory Agreement” means, collectively, the Tax Regulatory Agreement dated as of January 1, 2003 by and among LSU, the Corporation and the Trustee, and the No Arbitrage Certificate dated the Closing Date by the Corporation and LSU.

“Transaction Documents” means, collectively, this Agreement, the Assignment of Lease Rights and Equipment, the ESA, the Declaration of Separate Property, the Interim Installation and Services Agreement and the Servitude of Use.

“Trustee” means Bank One Trust Company, N.A., Baton Rouge, Louisiana, a national banking association maintaining a corporate trust office in Baton Rouge, Louisiana, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee in connection herewith.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

SECTION 2.1 Representations and Covenants by Lessor. Lessor makes the following representations and covenants as the basis for the undertakings on its part herein contained.

- (a) Bernard is a corporation duly organized and existing in good standing under the laws of the State, is duly qualified to do business and is duly authorized and licensed to design, procure, install and maintain the Project, has power to execute and deliver the Transaction Documents, and by proper action has been duly authorized to execute and deliver the Transaction Documents.
- (b) Each of the statements made with respect to Lessor in the recitals of this Agreement is true, correct and complete.
- (c) Lessor is not in breach of or in default under any provisions of (i) the articles of incorporation of Lessor, as amended, or by-laws, as amended, (ii) any judgment, decree, order, statute, rule or regulation, applicable to it or to the Project, or (iii) any material provision of any indenture, mortgage, loan agreement, financing agreement or other contract or instrument to which it is a party or by which it is bound.
- (d) Lessor is not required in connection with the transactions contemplated by the Transaction Documents to obtain any consent not already obtained.
- (e) Lessor has or timely will obtain, as required, all authority, permits, licenses, consents and authorizations as are necessary to design, procure, install, lease and maintain the Project and to carry on its business and to carry out and consummate all the transactions contemplated by the Transaction Documents.
- (f) The Transaction Documents, in accordance with their respective terms, are legal, valid and binding obligations of Lessor, and the Assignment of Lease Rights and Equipment constitutes a valid transfer of title to the Equipment to the Assignee and a valid pledge and lien on all rights (but not obligations) of Lessor under this Agreement with respect to the payment of Base Rent and Additional Rent, and constitutes a valid first lien and security interest on such rights of Lessor under this Agreement, and the authorization, execution and delivery hereof and thereof and compliance with the provisions hereof and thereof do not conflict with or constitute on the part of Lessor a violation of, breach of, or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which Lessor is a party or by which it is bound, (ii) any order, injunction or decree of any court or governmental authority, or (iii) the provisions of its articles of incorporation, as amended, or by-laws, as amended.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against Lessor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the Project, the Equipment, business, prospects, profits or condition of Lessor, or which would adversely affect the validity or enforceability of the Transaction Documents or any other agreement or instrument to which Lessor is a party used in consummation of the transactions contemplated hereunder.

(h) The Equipment will be movable property and will not be deemed to be affixed to or a component part of the immovable property on which it may be situated, notwithstanding that such equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to immovable property or any building thereon.

(i) To the best knowledge of Lessor, the Equipment complies with or will comply with all applicable building and zoning ordinances, or is permitted as a special exception under such building and zoning ordinances, and Lessor shall comply with the requirements of Article 6.13 of the ESA.

SECTION 2.2 Representations and Covenants by LSU. LSU makes the following representations and covenants as the basis for the undertakings on its part herein contained.

(a) LSU is a public constitutional corporation organized and existing under the Constitution and laws of the State.

(b) LSU will do or cause to be done all things necessary to preserve and keep or continue in full force and effect its existence or the existence of any successor as an entity that may issue obligations that are exempt from federal and state income taxation.

(c) LSU is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) LSU, by proper action, has duly authorized the execution and delivery of this Agreement.

(e) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under LSU's by-laws or any bond, debenture, note or other evidence of indebtedness, or any contract, agreement or lease to which LSU is a party.

(f) During the term of this Agreement, LSU will annually provide Lessor or its assigns with current financial statements, as prepared by the Legislative Auditor of the State, budgets, evidence of appropriation for the ensuing fiscal year and such other financial information relating to the ability of LSU to continue this Agreement as may be reasonably requested by Lessor.

(g) The Equipment will have a useful life that is substantially in excess of the term of this Agreement.

(h) The Equipment will be movable property and will not be deemed to be affixed to or a part of the immovable property on which it may be situated, notwithstanding that such Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to immovable property or any building thereon.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting LSU, nor to the best of the knowledge of LSU is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement, the Servitude of Use, the Declaration of Separate Property, the Interim Installation and Services Agreement, the ESA or any agreement or instrument to which LSU is a party, used or contemplated for use in the consummation of the transactions contemplated hereby.

(j) To the knowledge of LSU, the Equipment complies with or will comply with all applicable building and zoning ordinances, or is permitted as a special exception under such building and zoning ordinances, and LSU will take such reasonable actions as necessary to ensure that Lessor may comply with the requirements of Article 6.14 of the ESA, provided however that nothing in this Section 2.2(j) shall be interpreted to relieve Lessor of its obligations under such Article 6.14.

(k) LSU agrees to cooperate with Lessor in the performance of Lessor's obligations under the ESA and in connection with the execution and delivery of this Agreement and the assignment of Lessor's rights hereunder.

(l) No governmental approvals not already obtained are required for the execution and delivery of this Agreement by LSU.

[End of Article II]



## ARTICLE III

### LEASE OF THE EQUIPMENT

SECTION 3.1 Lease of the Equipment. Lessor leases to LSU, and LSU leases from Lessor, the Equipment in consideration for payment of the Base Rent and Additional Rent and in accordance with the provisions of this Agreement.

SECTION 3.2 Agreement for the Lease of the Equipment. To assure that LSU may obtain leasehold interests in the Equipment under conditions satisfactory to Lessor and LSU, Lessor and LSU agree to take the following steps:

(a) Lessor and LSU shall, on or before the date of delivery of this Agreement, enter into and deliver the Servitude of Use in recordable form with respect to the Land and the Building and the improvements thereon.

(b) Immediately thereafter, Lessor shall install the Equipment in accordance with the Project Documents and the ESA.

(c) Lessor shall have the sole responsibility for the installation of the Equipment as provided in the ESA. Lessor or others selected by Lessor, with the consent of LSU, may prosecute or defend any actions or proceedings arising out of the installation of the Equipment, and shall do so if, in the judgment of LSU, such action or proceeding is material to the economic success or worth of the Equipment as contemplated by the ESA, and LSU agrees to cooperate fully (at Lessor's expense) with Lessor or such other person in any such action or proceeding. Any amount recovered in connection with the foregoing, after deduction of the expenses incurred in such recovery, shall be paid to the Trustee for deposit into the Construction Fund.

(d) Lessor shall use all reasonable efforts to cause the Equipment to be installed in compliance with the Project Documents and the Construction Schedule, but any failure on the part of Lessor to cause the acquisition and installation of Equipment to be completed on or before the applicable completion date as set forth on the Construction Schedule shall not be a breach of this Agreement. However, if the installation of the Equipment is not completed in accordance with the Construction Schedule, Lessor, taking all such further steps as it may consider advisable, shall cause the acquisition and installation of the Equipment to be completed as soon as practicable thereafter; and LSU shall have as its remedy against Lessor for its failure to complete the acquisition and installation of the Equipment as provided in this paragraph the remedies set forth in Article 24.3 of the ESA.

(e) LSU and Lessor shall cause the Servitude of Use, a memorandum of this Agreement and all appropriate financing statements, if any, to be filed and recorded in such

places and in such manner as shall be appropriate to duly protect the interest in the Equipment vested in Lessor. Lessor shall pay or cause to be paid all of the costs and expenses in connection with the preparation of the instruments referred to in this Section 3.2 and their filing or recording when and if required to duly protect the interest vested in Lessor, and all taxes and charges payable in connection with any of the foregoing.

(f) Prior to the Final Completion Date, LSU covenants to take all reasonable and necessary actions to enforce all of its rights and remedies under the ESA to ensure issuance of the Certificate of Substantial Completion by LSU. During the Construction Period, Lessor (or LSU on behalf of Lessor) shall submit to the Trustee a Requisition approved by LSU in the form attached hereto as Schedule D, together with all supporting documentation that may reasonably be required for such approval, to evidence its entitlement to progress payments from the Construction Fund for payment of the Cost of the Equipment as further provided in Article 9.9 of the ESA and in the Indenture.

SECTION 3.3      Establishment of Final Completion Date. The Final Completion Date shall be evidenced to Lessor by the receipt of the Certificate of Final Completion and Acceptance from LSU as described in Article 9.7 of the ESA.

SECTION 3.4      Modification of the Equipment. Lessor, with the consent of LSU, may revise the Plans and Specifications at any time and from time to time prior to the Final Completion Date, but only in accordance with the requirements of the ESA. However, no revision or revisions in the Plans and Specifications which would result in a material addition to, deletion from, or change in the description of the Equipment shall be made unless (a) a copy of each such revision or revisions, duly certified by an Authorized LSU Representative, shall be filed with the Trustee and (b) an Authorized Lessor Representative shall certify to LSU that the revision in the Plans and Specifications will not result in an increase of the Cost of the Equipment unless such moneys are on deposit in the Construction Fund as a contingency amount or LSU or Lessor may make available additional moneys sufficient to pay such excess cost.

[End of Article III]

## ARTICLE IV

### **EFFECTIVE DATE OF THIS AGREEMENT; DURATION OF LEASE TERM; APPROPRIATION; RENTAL PROVISIONS; ADMINISTRATIVE EXPENSES**

#### SECTION 4.1 Effective Date of this Agreement. Duration of Lease Term.

(a) The effective date of this Agreement shall be the Effective Date. The Equipment shall be leased pursuant to this Agreement for a term (the "Lease Term") of twenty (20) years, commencing on the earlier of (i) the date of issuance by LSU of the Certificate of Substantial Completion and (ii) February 18, 2005, but in no event earlier than June 26, 2004, and the Lease Term shall end on June 25, 2024. Notwithstanding such Lease Term, this Agreement and the obligations established hereunder shall terminate upon the earliest of the occurrence of any of the following events:

(i) the termination of this Agreement in the event of nonappropriation of funds pursuant to Section 4.1(d) hereof;

(ii) the exercise by LSU of the option granted under the provisions of Section 8.3 of this Agreement to purchase the Equipment by payment of the Purchase Option Price;

(iii) a default by LSU and Lessor's election to terminate this Lease under Section 9.2(a);

(iv) the payment when due by LSU of all Base Rent and Additional Rent authorized or required to be paid by LSU hereunder over the stated term of this Agreement; or

(v) discharge of the Indenture, as provided in Article VI of the Indenture.

(b) Termination of this Agreement shall terminate all unaccrued obligations of LSU under this Agreement. If termination of the Lease Term occurs under Sections 4.1(a)(i) or 4.1(a)(iii), LSU's rights of possession of the Equipment under this Agreement shall also terminate; provided, however, subject to the provisions of paragraph (d) of this Section 4.1, all other provisions of this Agreement, including all obligations of LSU accrued prior to such termination, and all obligations of the Trustee with respect to the owners of Certificates (as defined in the Indenture) and the receipt and disbursement of funds, shall continue until satisfied by the discharge of the Indenture, as provided in Article VI thereof.

(c) LSU hereby covenants and agrees to use its best efforts to cause to be included in its budget request amounts sufficient, together with existing appropriations and any other lawfully available money, to enable each payment of Base Rent and all other expenses and sums payable

hereunder by LSU, including Additional Rent, to be paid by it when due; provided, however, any such failure to do so shall not constitute an event of default or an event of nonappropriation hereunder.

(d) Notwithstanding anything to the contrary contained in this Agreement, the continuation of this Agreement is contingent upon the appropriation of funds by the Legislature of the State (the "Legislature") to fulfill the requirements of this Agreement. In the event the Legislature fails to appropriate sufficient moneys to provide for the continuation of this Agreement, this Agreement shall terminate on the last day of the Fiscal Year for which funds have been appropriated. Such termination shall be without penalty or expense to LSU, provided that any Base Rent and Additional Rent due and payable during the last Fiscal Year for which funds have been appropriated shall be paid by LSU to Lessor. LSU shall not be obligated to pay any Base Rent or Additional Rent or perform any other obligations hereunder (other than to surrender the Equipment) for any period beyond the last Fiscal Year for which funds have been appropriated. Lessor hereby specifically acknowledges and agrees that any such nonappropriation shall not be deemed a default under this Agreement. LSU, at its sole discretion, shall determine for each Fiscal Year whether its legislative appropriation for such Fiscal Year includes sufficient moneys to make payments under this Agreement. If LSU determines that the Legislature did not include sufficient moneys to make payments under this Agreement for a Fiscal Year, such determination by LSU shall constitute an event of nonappropriation for purposes of this Agreement and LSU shall, at the earliest possible date, adopt a resolution stating that there has been an event of nonappropriation hereunder. LSU agrees to notify Lessor within ten (10) business days in the event that LSU has adopted a resolution stating that there has been an event of nonappropriation hereunder.

(e) In the event LSU adopts a resolution stating there has been an event of nonappropriation hereunder, LSU shall allow Lessor access to the Campus to enable Lessor or its assigns to disconnect, package, and remove the Equipment. Lessor shall, at its sole cost and expense, remove any Equipment within a reasonable time, not to exceed ninety (90) days, from receipt of notice from LSU that such Equipment is available for shipment, beyond which time Lessor shall pay to LSU reasonable rental for the storage of such Equipment and the cost of moving all or any portion of such Equipment to a suitable storage facility. Any of the Equipment remaining on the Campus beyond such time may continue to be used by LSU at no charge, and LSU may replace such Equipment without any obligation to preserve such Equipment and may dispose of such Equipment without any obligation to Lessor or its assignees.

(f) In the event of failure to appropriate sufficient moneys prior to the Final Completion Date, Lessor and LSU agree that all of the rights of LSU under the ESA with respect to the completion, use and operation of the Equipment shall be transferred, and are hereby assigned by LSU conditioned upon the occurrence of such event, to the Trustee. Such rights include, but are not limited to the rights under any payment or performance bond issued in connection with the Equipment pursuant to the ESA, which bond shall be issued to LSU and the Trustee, as their interests may appear, and the rights of LSU to enforce the ESA and any subcontracts to complete the Equipment, to the extent such rights are created or shall exist under the ESA.

SECTION 4.2      Quiet Possession. Lessor covenants and represents that so long as LSU has paid all Base Rent and all other sums payable by it hereunder and has duly observed all the covenants and agreements herein contained on its part to be performed, LSU shall have, hold and enjoy, during the Lease Term, peaceful, quiet and undisturbed possession of the Equipment subject to the terms and provisions hereof, and Lessor shall from time to time take all necessary action to that end.

SECTION 4.3      Rents and Other Amounts Payable.

(a) LSU shall pay to Lessor the Base Rent when due, without notice or demand, exclusively from legally available funds, in lawful money of the United States of America and in the amounts and on the dates as set forth in Schedule "C" hereto. Lessor and LSU understand and intend that the obligation of LSU to pay Base Rent hereunder shall constitute a current expense of LSU and shall not in any way be construed to be a debt of LSU in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by LSU, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of LSU. In the event a portion of the Certificates are redeemed in accordance with the requirements of the Indenture, Schedule "C" hereto shall be adjusted to reflect such redemption such that the Base Rent payments due hereunder shall be the same as the payments due on the Certificates as required by the Indenture. LSU shall receive a credit against its obligation to make the payments required by this Section 4.3 for any amounts on deposit in the Certificate Fund held pursuant to the Indenture.

(b) Payment of Base Rent shall be in consideration for LSU's use of the Equipment during the applicable Fiscal Year in which such payments are due.

(c) A portion of each payment of Base Rent shall be paid as, and represent payment of, interest, and the balance of each payment of Base Rent shall be paid as, and represent payment of, principal. Schedule "C" hereto sets forth the interest component and the principal component of each payment of Base Rent during the Lease Term.

(d) LSU agrees to pay the Base Rent at the times and in the amounts specified in Schedule "C" hereto.

(e) The initial deposit of the Rental Deposit Requirement or the purchase of a Reserve Fund Investment (as defined in the Indenture) shall be made from proceeds of the Certificates, and shall not be an obligation of LSU; provided, however, LSU shall pay to Lessor as Additional Rent any amounts necessary to maintain the Rental Deposit Requirement in the amount initially established on the date of execution and delivery hereof if, as the result of application of such moneys to provide for the payment of Base Rent in the amounts shown on Schedule "C" hereof, the amount of such deposit is less than the Rental Deposit Requirement. If LSU receives notice that Additional Rent is due for such purpose, the amount shall be payable in twelve (12) substantially

equal monthly payments due on the last day of each of the twelve (12) calendar months following receipt of such notice.

(f) Except as otherwise provided in Section 4.1 (d) hereof, in the event LSU should fail to make any of the payments required in this Section 4.3, the item or instalment so in default shall continue as an obligation of LSU until the amount in default shall have been fully paid, and LSU agrees to pay to Lessor as Additional Rent to the extent permitted by law, an amount calculated with respect thereto from the date when such payment was due at the rate of 5.0% per annum.

(g) LSU shall pay to lessor as Additional Rent all payments required by the Tax Regulatory Agreement at the times required therein, if any, to the United States as a rebate payment if required under the Code.

(h) LSU shall pay to Lessor as Additional Rent an amount equal to the reasonable fees and expenses and all extraordinary expenses made or incurred by the Trustee in connection with its services under the Indenture.

(i) Lessor and LSU understand and intend that the obligation of LSU to pay Additional Rent hereunder shall constitute a current expense of LSU and shall not in any way be construed to be a debt of LSU in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by LSU, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of LSU.

**SECTION 4.4**      Obligations of LSU. Except as otherwise provided in Sections 4.1 (a) or 4.1(d) hereof, the obligations of LSU to make the payments required in Section 4.3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise and, until such time as all Base Rent shall have been fully paid or provision for the payment thereof shall have been made in accordance with Section 8.3 hereof, LSU (i) will not suspend or discontinue any payments provided for in Section 4.3 hereof, (ii) will perform and observe all of its other agreements contained in this Agreement and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Equipment, condemnation of the Equipment, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Lessor to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release Lessor from the performance of any of the agreements on its part herein contained or as set forth in the ESA or to alter the rights and obligations as between Lessor and LSU as set forth in the ESA; and in the event Lessor should fail to perform any such agreement on its part, LSU may institute such action as shall not do violence to the agreements on the part of LSU contained in the first sentence of this Section. LSU may, however, at its own expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action

involving third persons which LSU deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with LSU and to take all action necessary to effect the substitution of LSU for Lessor in any action or proceeding if LSU shall so request.

SECTION 4.5      Information to be Provided to the Bond Insurer. LSU covenants and agrees to provided to the Bond Insurer any information required to be provided thereto pursuant to the Indenture.

[End of Article IV]

## ARTICLE V

### MAINTENANCE, TAXES AND INSURANCE

SECTION 5.1 Controlling Provisions of ESA. Any provision contained herein to the contrary notwithstanding, the provisions of this Article V are subordinate to and shall be controlled by any conflicting provisions regarding the same subject matter in the ESA. So long as the ESA is in full force and effect and provided that (i) neither LSU nor Lessor is in default thereunder with respect to provisions thereof relating to the matters set forth in this Article V or (ii) in the event Lessor is in such default thereunder, provided that LSU shall maintain or cause to be maintained the standards set forth in the ESA with regard to the matters set forth in this Article V, LSU shall be deemed to be in compliance with such provisions of this Article V with regard to the matters provided herein, provided that the provisions of this Section 5.1 in no event shall relieve Lessor of any of its obligations under the ESA.

SECTION 5.2 Maintenance and Modification of Equipment by LSU. LSU agrees that, during the Lease Term, it will maintain or cause to be maintained the Equipment as provided in the ESA, and will at its own expense or at the expense of Lessor, as applicable under the ESA, (i) keep the Equipment in as reasonably safe condition as its operations shall permit and (ii) keep the Equipment and all other improvements forming a part of the Equipment in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof. LSU may also, at its own expense, make from time to time all necessary repairs thereto and renewals and replacements thereof. LSU may also, at its own expense, make from time to time any additions, modifications or improvements to the Equipment it may deem desirable for its business purposes that do not materially impair the effective use of the Equipment; provided, that all such additions, modifications and improvements essential to the normal operation of the Equipment shall become a part of the Equipment; and provided further, that any real or personal property, machinery, equipment, furniture or fixtures installed by LSU as part of the Equipment without expense to Lessor and not constituting a part of the Equipment (and the removal of which will not impair the useful value or normal operation of the Equipment) may be removed by LSU at any time and from time to time; and provided further that any change to the Equipment occasioned by such removal shall be repaired by LSU at its own expense. LSU shall cause the Equipment at all times to be free from all encumbrances except Permitted Encumbrances and will not permit any mechanics', laborers', materialmens' or other liens to be established to remain against the Equipment for labor or materials furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements to the Equipment made by it; provided, that if LSU shall first notify Lessor and its assigns of its intentions to do so, LSU may in good faith contest any mechanics', laborers', materialmens' or other liens filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest only if LSU obtains an injunction prohibiting the enforcement of such liens, assessments or other charges and any appeal therefrom, unless by nonpayment of any such items the security interest evidenced hereby will be materially endangered or the Equipment or any part thereof



will be subject to loss or forfeiture, in which event LSU shall promptly pay and cause to be satisfied and discharged all such unpaid items or secure such payment by posting a bond or causing a bond to be posted, in form satisfactory to the Trustee, with the Trustee. Lessor will cooperate fully with LSU in any such contest.

SECTION 5.3      Renewal, Repair, Replacement or Removal of Equipment.

(a) LSU shall not be under any obligation to renew, repair or replace any item of inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment that is not required for the sound operation and maintenance of the physical condition of the Equipment. In any instance where LSU, in its sound discretion, determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, LSU may remove such items of Equipment and shall store such Equipment on behalf of Lessor, provided that, if such Equipment is required for the sound operation and maintenance of the physical condition of the Equipment, LSU shall substitute and install or caused to be substituted and installed anywhere in the Equipment other equipment, facilities, fixtures, furnishings or related property having equal or greater utility (but not necessarily having the same function) in the operation of the Equipment (provided such removal and substitution shall not impair the operating utility, the value or the character of the Equipment).

(b) The removal from the Equipment of any portion of the Equipment pursuant to the provisions of this Section shall not entitle LSU to any abatement or diminution of the rents payable under Section 4.3 hereof.

(c) LSU will promptly report to the Trustee each such removal or substitution. LSU will pay any costs (including counsel fees) required by this Section incurred in causing any equipment, fixtures, furnishings, facilities or related property to become a part of the Equipment. LSU will not remove, or permit the removal of, any of the Equipment from the Land or the Building except in accordance with the provisions of this Section 5.3.

SECTION 5.4      Taxes and Other Governmental Charges and Utility Charges.

(a) LSU agrees to pay as Additional Rent, as the same respectively become due and if the same are not paid by Lessor pursuant to the terms of the ESA, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment or any structures or other property installed or brought by LSU therein or thereon or with respect to this Agreement (excluding, however, any taxes levied upon or with respect to the income or profits of Lessor from the Equipment, but including all ad valorem taxes lawfully assessed upon the leasehold estate in the Equipment hereby granted and demised and leased to LSU), all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period

of years, LSU shall be obligated to pay only such installments as are required to be paid during the Lease Term.

(b) If LSU shall first notify the Trustee of its intention so to do, LSU may, at its expense (including legal fees) and in its own name and behalf or in the name and behalf of Lessor, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest only if LSU obtains an injunction prohibiting the enforcement of such taxes, assessments or other charges and any appeal therefrom unless by nonpayment of any such items the lien of the Indenture will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly or secured by posting a bond, in form satisfactory to Lessor, with the Trustee. Lessor will cooperate fully with LSU in any such contest. In the event that LSU shall fail to pay any of the foregoing items required by this Section to be paid by LSU, Lessor or its assigns may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by Lessor shall become an additional obligation of LSU to the one making the advancement, which amounts, from the date thereof, together (to the extent permitted by law) with interest thereon until paid at a rate of 12% per annum.

#### SECTION 5.5 Insurance Required.

(a) During the Construction Period, and so long as the ESA is in full force and effect, the Equipment and the activities of Lessor and LSU shall be insured as provided in Article 16 of the ESA. If Lessor fails to fulfill its obligation to provide insurance as provided in Article 16.1 of the ESA, and following the Final Completion Date and throughout the remainder of the Lease Term, the Equipment and LSU's activities related thereto shall be insured by LSU (through the Office of Risk Management of the State) against such risks and in such amounts as are consistent with the insurance practices of LSU, including but not limited to, the following:

(i) All risk insurance against loss and/or damage to the Equipment with such exclusions as LSU shall determine reasonable, including fire and uniform standard extended coverage and vandalism and malicious mischief endorsements, in an amount equal to the replacement value of the Equipment or the amount required to pay the payments of Base Rent as they mature and become due, whichever is greater and provided such insurance is reasonably available on a commercial basis, in the names of Lessor and its assignees and LSU as their interests may appear, but any such policy may have a deductible amount of not more than \$50,000;

(ii) Comprehensive general public liability insurance for injuries to persons and/or property occurring in or about the Equipment, in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage; and

(iii) Workmen's compensation insurance or self insurance with respect to all employees of LSU in such manner and amount as is required by State law.

(b) Each policy of insurance shall be issued by a recognized responsible insurance company qualified under the laws of the State to assume the risks covered by such policy or policies or bond or bonds, provided that coverage pursuant to a program of self insurance maintained through the Office of Risk Management, Division of Administration, State of Louisiana, shall be deemed to be in compliance with the requirements of this Section 5.5; and each such policy or program of self insurance shall provide that such policy or program cannot be modified or cancelled without at least 30 days prior written notice to LSU and Lessor and its assigns. To the extent LSU at any time shall carry insurance or provide coverage under a program of self insurance with reference to the Equipment, Lessor and its assigns shall be named as additional insureds as their interests may appear.

SECTION 5.6 Application of Net Proceeds of Insurance. The Net Proceeds of any insurance carried pursuant to the provisions of Section 5.5 hereof shall be applied as follows: (i) the Net Proceeds of insurance, other than liability or workmen's compensation insurance, shall be applied as provided in Section 6.2 hereof and (ii) the Net Proceeds of the liability or workmen's compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 5.7 Additional Provisions Respecting Insurance.

(a) The policies evidencing any insurance carried pursuant to the provisions of Section 5.5 hereof (other than liability insurance or workmen's compensation insurance) shall contain standard mortgage clauses requiring that all Net Proceeds of insurance resulting from any claim in excess of \$50,000 for loss or damage to the Equipment covered thereby be paid to the Trustee; provided, however, that all claims, regardless of amount, may be adjusted by LSU with the insurers, subject to approval of the Trustee, as to settlement of any claim in excess of \$50,000.

(b) All such policies, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Trustee and, prior to expiration of any such policy, LSU shall furnish the Trustee with evidence satisfactory to the latter that the policy has been renewed or replaced or is no longer required by this Agreement.

(c) In lieu of separate policies, LSU may maintain blanket policies having the same coverage required herein in which event it shall deposit with the Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Equipment.

SECTION 5.8 Advances by Lessor or Assigns. It is hereby acknowledged by Lessor and LSU that Lessor has certain obligations under the ESA to maintain and keep the Equipment in good repair and operating condition and to maintain certain insurance coverage. In the event LSU shall fail to maintain the insurance coverage required by Section 5.5 of this Agreement, shall fail to

keep the Equipment in as reasonably safe condition as its operating conditions will permit or shall fail to keep the Equipment in good repair and good operating condition, to the extent that such obligations are not obligations of Lessor pursuant to the ESA, Lessor or its assigns may (but shall be under no obligation to) make the required repairs, renewals and replacements; and all amounts so advanced therefor by Lessor or its assigns shall become an additional obligation of LSU to the one making the advancement, which amounts from the date thereof, together (to the extent permitted by law) with interest thereon until paid at the rate of 5% per annum, which LSU agrees to pay.

SECTION 5.9      Tax Status of Interest Component of Base Rent.

(a) LSU shall not take any action or permit any action to be taken which will adversely affect the exclusion of the interest component on the Base Rent from gross income of the registered owners of the Certificates for federal income tax purposes.

(b) Neither Lessor nor LSU, as such is within its power and control, will take or permit to be taken any action which should cause this Agreement or the Certificates evidencing interests in the rights thereunder to be deemed "private activity bonds" under the Code. The Certificates would be deemed private activity bonds if greater than 10% of the net proceeds thereof are used for private business use (private business use includes use by the federal government) and greater than 10% of the net proceeds thereof are directly or indirectly (i) secured by an interest in (A) property used or to be used for a private business use or (B) payments in respect of such property or (ii) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use.

## ARTICLE VI

### DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 6.1 Controlling Provisions of ESA. Any provision to the contrary contained herein notwithstanding, the provisions of this Article VI are subordinate to and shall be controlled by any conflicting provision regarding the same subject matter in the ESA. So long as the ESA is in full force and effect and (i) provided that neither LSU nor Lessor is in default thereunder or (ii) in the event Lessor is in default thereunder, provided that LSU shall maintain or cause to be maintained the standards set forth in the ESA with regard to the matters set forth in this Article VI, LSU shall be deemed to be in compliance with such provisions of this Article VI with regard to the matters provided herein, provided that the provisions of this Section 6.1 in no event shall relieve Lessor of any of its obligations under the ESA.

SECTION 6.2 Damage and Destruction.

(a) In the event of damage to or destruction of the Equipment, so long as the ESA is in effect as provided in Section 6.1 hereof, Article 22.4 of the ESA shall apply, and the rights and obligations provided therein are incorporated herein by this reference. Otherwise, the remaining provisions of this Section 6.2 shall apply with respect to damage to or destruction of the Equipment.

(b) If, prior to full payment of the Base Rent, the Equipment is destroyed or damaged (in whole or in part) by fire or other casualty to an extent not greater than \$50,000, LSU will (or will cause a person on its behalf to) (i) promptly replace, repair, rebuild or restore the property damaged or destroyed to substantially the same condition thereof as existing prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by LSU, and (ii) apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional money of LSU necessary therefor. All Net Proceeds of insurance resulting from claims for such losses not in excess of \$50,000 shall be paid to LSU.

(c) If, prior to full payment of the Base Rent, the Equipment is destroyed or damaged (in whole or in part) by fire or other casualty to an extent in excess of \$50,000, LSU shall promptly give written notice thereof to Lessor and its assigns and LSU shall be obligated to continue to make the payments specified in Section 4.3 hereof. All Net Proceeds of insurance resulting from claims for such losses, including said \$50,000, shall be paid to and held by the Trustee as a separate trust account and applied in one or more of the following ways as shall be directed in writing by LSU with the approval of Lessor or its assignee:

(i) To the prompt repair, restoration, modification or improvement of the Equipment, but only upon receipt of proper Requisitions therefor, and any balance of the Net Proceeds remaining after such work has been completed shall be paid to LSU.

(ii) To the payment of the Purchase Option Price on the earliest practicable date as specified in a written notice by LSU to Lessor or its assignee.

(d) In the event the Net Proceeds mentioned in the preceding two paragraphs are not sufficient to pay in full the costs of such replacement, repair, rebuilding, restoration or acquisition or the payment of the full Purchase Option Price, LSU will, nonetheless, to the extent permitted by law pay that portion of the costs necessary to complete such work or the amount of the Purchase Option Price in excess of the amount of said Net Proceeds or take such other action acceptable to the Trustee.

(e) LSU shall not, by reason of the payment of any costs, be entitled to any reimbursement from Lessor or its assignee, or any abatement or diminution of the rents payable under Section 4.3 hereof.

(f) Within ninety (90) days from the date of such damage or destruction, LSU shall either direct Lessor and its assignee in writing as to which option LSU elects to apply any Net Proceeds or (ii) notify Lessor and its assignee in writing as to how LSU elects to apply its own funds.

(g) Any work undertaken to replace, repair, rebuild or restore the Equipment as provided in this Section 6.2 shall be subject to the standards and procedures set forth in Article 22.4 of the ESA.

#### SECTION 6.3 Condemnation.

(a) In the event that title to or the temporary use of the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, LSU shall be obligated to continue to make the rental payments specified in Section 4.3 hereof. Lessor, LSU and its assigns will cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings to be applied as provided in Article 22.5 of the ESA, the terms and conditions of which are incorporated herein by this reference.

(b) Any work undertaken to replace, repair, rebuild or restore the Equipment as provided in this Section 6.3 shall be subject to the standards and procedures set forth in Articles 22.4 and 22.5 of the ESA.

SECTION 6.4 Condemnation of LSU-Owned Property. LSU shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for the damages to or taking of its own property other than the Equipment.

## ARTICLE VII

### SPECIAL COVENANTS

SECTION 7.1 Inspection of the Equipment. LSU agrees that Lessor and the Trustee, or any of their duly authorized agents, shall have the right at all reasonable times to enter upon the Land and the Building as set forth in the Servitude of Use and to examine and inspect the Equipment. LSU further agrees that Lessor and the Trustee, and their duly authorized agents, shall have such rights of access to the Equipment as may be reasonably necessary to enforce the rights of Lessor contained in this Agreement and to cause to be completed the acquisition and installation of the Equipment, as provided for in Section 3.2 hereof, and thereafter for the proper maintenance of the Equipment in the event of failure by LSU to perform its obligations under Section 5.2 hereof.

SECTION 7.2 LSU to Maintain its Existence: Conditions Under Which Exceptions Permitted. LSU agrees that, during the Lease Term, it will maintain its existence or the existence of any successor as an entity that may issue obligations that are exempt from federal and state income taxation, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity; provided that LSU may, without violating the agreement contained in this Section, consolidate with or merge into another, or permit the consolidation or merger into another, or permit the consolidation or merger into it, or sell or otherwise transfer to another all or substantially all of its assets as an entirety and thereafter dissolve, provided that the surviving, resulting or transferee entity, as the case may be, (i) is an agency, department, instrumentality or political subdivision of the State and (ii) irrevocably and unconditionally assumes by means of an instrument in writing or by operation of law all of the obligations of LSU herein.

SECTION 7.3 Indemnification by LSU. To the extent permitted by law, LSU agrees to indemnify, save harmless and defend Lessor and its agents, employees, officers, directors and board members (herein sometimes "Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including, but not limited to, attorney's fees and expenses, made against such Indemnitees by any third party, arising out of or by reason of any liability or obligation to the extent caused or occasioned by any act, omission, fault or negligence of LSU, or anyone acting as its agent, in connection with or incident to this Agreement, except to the extent caused by the negligence or fault of Lessor or its agents or employees, or any third party, and, without limiting the foregoing, to the extent permitted by law, indemnify, save harmless, release and defend Lessor, its employees, officers, directors, board members and agents of any of the foregoing from and against any and all suits, actions, legal proceedings, claims, demands, costs and expenses of whatsoever kind or character, including, but not limited to, attorney's fees and expenses, to the extent they arise out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting on behalf of LSU in connection with this Agreement, except where or to the extent caused by the negligence or fault of Lessor or a third party. Obligations under this Section 7.3 shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under this Agreement by

completion, termination or any other manner. Such indemnification shall further extend to the benefit of any assignee (other than Trustee) of Lessor of any rights or obligations under this Agreement, provided the assignee to receive such indemnification (other than the Trustee) shall agree in writing similarly to indemnify LSU.

SECTION 7.4 Indemnification by Bernhard. Bernhard agrees to indemnify, save harmless and defend LSU and its agents, employees, officers, directors and board members (herein sometimes "Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including, but not limited to, attorney's fees and expenses, made against such Indemnitees by any third party, arising out of or by reason of any liability or obligation to the extent caused or occasioned by any act, omission, fault or negligence of Bernhard, or anyone acting on its behalf, including but not limited to, suppliers, subcontractors and vendors, their subcontractors and their vendors and the employees and agents of any of the foregoing, in connection with or incident to this Agreement, except to the extent caused by the negligence of LSU or its agents or employees, and without limiting the foregoing, indemnify, save harmless, release and defend LSU, its employees, officers, directors, board members and agents of any of the foregoing from and against any and all suits, actions, legal proceedings, claims, demands, costs and expenses of whatsoever kind or character, including, but not limited to, attorney's fees and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity in connection with this Agreement, except where or to the extent caused by the negligence or fault of LSU. Obligations under this Section 7.4 shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under this Agreement by completion, termination or any other manner. Such indemnification shall further extend to the benefit of any assignee of LSU of any rights or obligations under this Agreement, provided the assignee to receive such indemnification shall agree in writing similarly to indemnify Bernhard.

SECTION 7.5 Right to Inspect Books of Lessor. LSU, its auditors or any auditors engaged by LSU and/or the Louisiana Legislative Auditor shall have the right, upon reasonable notice, to audit Bernhard's books and records related to this Agreement or the Equipment during normal working hours at Bernhard's place of business. The scope of such audit will be broad enough to provide all necessary information to insure such party(s) that Bernhard is carrying out its obligations under this Agreement; provided, however, such audit may not unreasonably interfere with Bernhard's operations or business. Bernhard shall maintain all books and records related to this Agreement or to the Equipment for a period of five (5) years past the termination of this Agreement.

[End of Article VII]



## ARTICLE VIII

### ASSIGNMENT; SUBLEASING; SELLING; REDEMPTION; PURCHASE OPTION

SECTION 8.1      No Sale, Assignment or Sublease by LSU. Without Lessor's prior written consent, LSU will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or the Equipment, or (b) sublet or lend the Equipment or permit it to be used by anyone other than LSU or LSU's agents, contractors or employees; provided however, if the Equipment is of a nature that its intended governmental use results in use of the Equipment by other persons, then such use shall be permitted if such use does not result in a breach of LSU's other covenants set forth in this Agreement or in any other agreement or certificate executed and delivered by LSU in connection herewith.

SECTION 8.2      Assignment by Lessor.

(a) Lessor and its assigns may assign its rights (but not its obligations) and its title and interest in and to this Agreement, the Equipment and any other documents executed with respect to this Agreement, and may grant or assign a security interest in this Agreement, in whole to another person or corporation, including the Assignee and/or the Trustee, for the benefit of the owners of the Certificates. Any such assignees shall have all of the rights, but not the obligations, of Lessor under this Agreement and such other documents. Upon assignment of Lessor's interest herein, Lessor shall send prior written notice of such assignment to LSU, which notice will be sufficient if it discloses the name of the assignee and address to which further rental payments hereunder should be made. No further action will be required by Lessor or by LSU to evidence the assignment, but LSU will acknowledge such assignments in writing if so requested and will provide such further certifications and acknowledgments as reasonably requested by Lessor, provided that any assignment to a successor to the Trustee initially appointed on the date of delivery hereof shall be a bank or trust company meeting the requirements for successor trustees set forth in the Indenture.

(b) LSU acknowledges the intended assignment by Lessor to the Corporation and by the Corporation to the Trustee pursuant to the Assignment of Lease Rights and Equipment and the Indenture of all rights (but none of the obligations) of Lessor hereunder and under the Servitude of Use. LSU agrees in connection with such Assignment of Lease Rights and Equipment and Indenture to obtain and deliver any and all consents of LSU required in connection therewith effective as of the date of the Assignment of Lease Rights and Equipment and Indenture.

Upon the effective date of this Agreement, but subject to Sections 4.1(a) and 4.1(d) hereof, Lessor directs LSU, and LSU agrees, to pay all Base Rent, and any Additional Rent to the Trustee at the address for the Trustee set forth in Section 11.2 hereof or in accordance with wiring instructions provided by the Trustee to LSU. Lessor and LSU agree to cooperate in furnishing the

documents, certificates and instruments of LSU required in connection with the Assignment of Lease Rights and Equipment.

SECTION 8.3 Purchase Option. There is expressly reserved to LSU the right, and LSU is authorized and permitted upon reasonable notice to Lessor and its assignees, to purchase the Equipment on any Business Day by payment of the Purchase Option Price, all Additional Rent due and payable hereunder as of the date of purchase and all reasonable and necessary fees, charges and expenses of the Trustee in connection with the purchase of the Equipment. Such purchase shall be effective upon receipt of evidence satisfactory to Lessor and its assigns that sufficient arrangements have been made for the payment of the Purchase Option Price.

SECTION 8.4 Lease Entitled to Conveyance of the Equipment if Purchase Option Price Paid. If at any time the Purchase Option Price, all Additional Rent due and payable hereunder and the reasonable and necessary fees, charges and expenses of the Trustee in connection therewith shall be paid, LSU shall be entitled to the conveyance of the title to the Equipment pursuant to Section 10.2 hereof and the ESA and the Servitude of Use shall terminate.

[End of Article VIII]

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1 LSU Events of Default Defined. The following shall be "events of default" by LSU under this Agreement, and the terms "events of default" or "default" shall mean, whenever used in this Agreement, any one or more of the following events:

(a) Except as provided in Section 4.1 (d) hereof, failure by LSU to pay or cause to be paid the Base Rent and Additional Rent required to be paid under Section 4.3 hereof on or within 10 calendar days of the dates specified therein.

(b) Failure by LSU to observe and perform any covenant, condition or agreement in this Agreement on its part to be observed or performed, other than as referred to in the preceding subsection (a) of this Section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to LSU by Lessor or the Trustee, unless Lessor and the Trustee (with any required consent of registered owners of Certificates under the provisions of the Indenture) shall agree in writing to any extension of such time prior to its expiration, provided that if such failure is the result of a default by Lessor under the ESA, the period specified in this paragraph shall be sixty (60) days.

(c) The dissolution or liquidation of LSU or the filing by LSU of a voluntary petition in bankruptcy, or failure by LSU promptly to institute judicial proceedings to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations of the Equipment, or the commission by LSU of any act of bankruptcy, or adjudication of LSU as a bankrupt, or assignment by LSU for the benefit of its creditors, or the entry by LSU into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to LSU in any proceeding for its reorganization instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of LSU," as used in this subsection, shall not be construed to include the cessation or the consolidation of LSU into or with another corporation or public body or entity or a dissolution or liquidation of LSU following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in Section 7.2 hereof.

The foregoing provisions of subparagraph 9.1(b) of this Section are subject to the following limitations: If, by reason of Force Majeure, LSU is unable to carry out its agreements, in whole or in part, herein contained (other than the obligations of LSU contained in Article IV and Sections 5.4 and 5.5 hereof) LSU shall not be deemed in default during the continuance of such inability. LSU agrees, however, to remedy with all reasonable dispatch the cause or causes preventing LSU from carrying out its agreements; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of LSU, and LSU shall not be required to make

settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of LSU, unfavorable to LSU.

SECTION 9.2 Remedies on Default.

(a) Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, Lessor or its assigns, where so provided, may take any one or more of the following remedial steps:

(i) Lessor or its assigns, upon the giving of written notice to LSU, may, to the extent allowed by law and at its option, declare all installments of rent payable under Section 4.3 hereof for the remainder of the current Fiscal Year for which an appropriation has been made to be immediately due and payable, whereupon the same shall become immediately due and payable.

(ii) Lessor or its assigns may terminate this Agreement, exclude LSU from possession of the Equipment, remove the Equipment from the Campus and use its best efforts to lease or sell the Equipment to another party.

(iii) Lessor or its assigns may take whatever action at law or in equity may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of LSU under this Agreement.

(b) Any amounts collected pursuant to action taken under this Section shall be paid into the Certificate Fund and applied in accordance with the provisions of the Indenture or, if the Base Rents and all Additional Rent have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) to LSU.

(c) No action taken pursuant to this Section (including the repossession of the Equipment or termination of the Lease Term) shall relieve LSU from its obligations pursuant to Section 4.3 hereof, all of which shall survive any such action.

SECTION 9.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor or its assigns is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, nor impair any such right or power, but any such right or power accruing upon any default may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies given Lessor

hereunder shall also extend to its assigns, and each of such assigns shall be deemed a third party beneficiary of all covenants and agreements herein contained.

SECTION 9.4      Agreement to Pay Attorneys' Fees and Expenses.

(a)      In the event LSU shall default under any of the provisions of this Agreement and Lessor, the Assignee or the Trustee shall employ attorneys or incur other expenses for the collection of the rent or the enforcement of performance or observance of any obligation or agreement on the part of LSU herein contained, LSU agrees that it will, on demand therefor and to the extent permitted by law, pay to Lessor, the Assignee or the Trustee as Additional Rent the reasonable fees of such attorneys and such other expenses reasonably incurred by Lessor, the Assignee or the Trustee; provided that in any disputes between Lessor and LSU under the ESA that do not involve the rights of Lessor assigned to the Trustee, Article 23 of the ESA shall control.

(b)      This Section shall not require Lessor to undertake any legal proceeding with respect to this Agreement; provided, however, Lessor agrees that the Trustee may institute legal proceedings in the name of Lessor to protect its rights under this Agreement.

SECTION 9.5      No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

[End of Article IX]

## ARTICLE X

### CONVEYANCE OF PROPERTY

SECTION 10.1 Title. Title to the Equipment shall remain in Lessor, subject to the rights of LSU under this Agreement and subject to the rights of LSU to conveyance as provided in Section 10.2 hereof.

SECTION 10.2 Conveyance.

(a) At the closing of any purchase of the Equipment upon payment of the Purchase Option Price pursuant to Section 8.3 hereof, Lessor or its assigns will, upon receipt of the Optional Purchase Price, deliver to LSU (at Lessor's expense) the following:

(i) A release from Lessor and each of its assigns of the Equipment with respect to which the option to purchase was exercised.

(ii) Documents conveying to LSU title to the Equipment being purchased, as such Equipment then exists (without warranty by the Trustee, as assignee of the rights of Lessor hereunder, but with subrogation to all rights of the Trustee in and to the Equipment), subject to the following: (i) those liens and encumbrances (if any) to which title to the Equipment was subject when conveyed to Lessor; (ii) those liens and encumbrances created by LSU or to the creation or suffering of which LSU consented; (iii) those liens and encumbrances resulting from the failure of LSU to perform or observe any of the agreements on its part contained in this Agreement; (iv) Permitted Encumbrances other than the Indenture, the Assignment of Lease Rights and Equipment and this Agreement; and (v) if the option is exercised pursuant to a condemnation, the rights and title of the condemning authority.

(iii) Documents evidencing the release of this Agreement, the Assignment of Lease Rights and Equipment and the Indenture.

## ARTICLE XI

### MISCELLANEOUS

SECTION 11.1 Surrender of Equipment. Except in the event LSU exercises its purchase option pursuant to Section 8.3 of this Agreement, at the expiration or sooner termination of the Lease Term, LSU agrees to surrender possession of the Equipment peaceably and promptly to Lessor in as good condition as at the commencement of the Lease Term, loss by fire or other casualty to the extent covered by insurance, condemnation to the extent of condemnation payments and ordinary wear, tear and obsolescence only excepted.

**SECTION 11.2**      Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the second day following the day on which the same have been mailed by registered mail, postage prepaid, addressed as follows:

If to Lessor:

Kenneth W. Bernhard  
President and Chief Executive Officer  
Bernhard Mechanical Contractors, Inc.  
(Mailing)      P.O. Box 62690  
                    Lafayette, Louisiana 70596-2690  
(Physical)      317 Dulles Drive  
                    Lafayette, Louisiana 70506  
Phone No.:      (337) 232-9680  
Fax No. :        (337) 232-8386

If to LSU:

Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College  
Louisiana State University  
109 System Building  
Baton Rouge, Louisiana 70803  
Tel: 225-578-2264  
Fax: 225-578-3963  
Attention:      Vice President for Property, Facilities and  
                    Administration

Office of Facility Services  
Louisiana State University  
Baton Rouge, Louisiana 70803-3001  
Tel: 225-578-6964  
Fax: 225-578-5597  
Attention:      Executive Director of Facility Services

Louisiana State University  
Thomas Boyd Hall, Room 330  
Baton Rouge, Louisiana 70803-3001

Tel: 225-578-3386  
Fax: 225-578-5403  
Attention:      Vice Chancellor for Finance and  
                    Administrative Services and Comptroller

If to Lessor's assignees: University Energy Equipment Corporation  
c/o Long Law Firm, L.L.P.  
Attention: Tracy A. Morganti  
4041 Essen Lane, Suite 500  
Baton Rouge, Louisiana 70809  
Tel: (225) 922-5110  
Fax: (225) 922-5105

If to Trustee: Bank One Global Trust Services  
Attention: John Shiroda  
LA2-9421  
451 Florida Boulevard, 20 North  
Baton Rouge, Louisiana 70801  
Phone No.: (225) 332-3116  
Fax No.: (225) 332-7350

Lessor, LSU, the Trustee and such assignees may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 11.3 Law Governing Construction of Agreement. This Agreement is prepared and entered into with the intention that the laws of the State shall govern its construction.

SECTION 11.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor, LSU and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.1 and 8.2 hereof.

SECTION 11.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.6 Amounts Remaining in Funds Under the Indenture. It is agreed by the parties hereto that any amounts remaining in any fund or account under the Indenture after payment of the Base Rent and Additional Rent due hereunder or sooner termination of the Lease Term, as provided in this Agreement, after payment in full of the Purchase Option Price as provided in Section 8.3 hereof and the fees, charges and expenses of the Trustee and Lessor in accordance with the Indenture shall belong to and be paid immediately to LSU by the Trustee as overpayment of rent.

SECTION 11.7 Agreement Represents Complete Agreement. This Agreement represents the entire contract between the parties as to the matters set forth herein. This Agreement may not be modified or amended, except as otherwise provided in this Agreement or in the Indenture, subsequent to the assignment hereof to the Trustee and prior to the termination hereof as provided in Section 4.1 hereof. This Agreement may not be effectively amended, changed, modified,



altered or terminated without the concurring written consent of the Trustee given in accordance with the provisions of the Indenture.

SECTION 11.8 Net Lease. This Agreement shall be deemed and construed to be a "net lease," and LSU shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminution or set-off other than those herein expressly provided.

SECTION 11.9 Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.10 Payment Obligations Subject to Appropriations. Notwithstanding anything to the contrary contained herein, all payment obligations of LSU hereunder are subject to and limited by the appropriations of funds as described in Section 4.1(d) hereof.

SECTION 11.11 Contested Fees and Expenses. Notwithstanding anything to the contrary herein, but except as provided in the ESA, LSU may contest the reasonableness of the fees and expenses for which it is responsible hereunder.

SECTION 11.12 No Recourse on the Rent. No recourse shall be had for the payment of the Base Rent or Additional Rent hereunder or for any claim based under this Lease against any member, trustee, director, officer, employee or agent of LSU or the University.

[End of Lease Agreement]

[Signature Page to Lease Agreement]

IN WITNESS WHEREOF, Lessor and LSU have caused this Agreement to be executed in their respective corporate names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written and in the presence of the undersigned competent witnesses.

WITNESSES:

BERNHARD MECHANICAL  
CONTRACTORS, INC.

Samela Brignac

By: Kenneth W. Bernhard  
Name: Kenneth W. Bernhard  
Title: President

Anna Trammell

BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE

Barbara B. Cotaris

By: William L. Jenkins  
Name: William L. Jenkins  
Title: President, Louisiana State University  
System

Meryl Ramirez

Nancy C. DeBeatty  
Notary Public

**SCHEDULE A**  
**PERMITTED ENCUMBRANCES**

None

## **SCHEDULE B**

### **DESCRIPTION OF EQUIPMENT**

17.5 MW Gas Turbine Generator or its equivalent  
150 KPPH Heat Recovery Steam Generator  
150 MMBTUH Cooling Towers  
6195 Ton Steam Driven Chillers  
18,900 GPM Condenser Water Pumps  
150 GPM Feed Water Pumps  
150 GPM Condensate Return Pumps  
2 x 750 cfm Air Compressors  
700 KW Black Start Generator  
110 GPM Demineralizer  
Research Instrumentation  
25/33/42 MVA Main Substation Transformers  
Distribution Transformers  
5KV and 15KV Electrical Switchgear  
15KV SF6 Electrical Switches

**SCHEDULE C**

**SCHEDULE OF BASE RENT DEPOSITS AND BASE RENT**

<u>Payment Date</u>	<u>Principal Component</u>	<u>Interest Component<sup>(1)</sup></u>	<u>Total</u>
December 25, 2005		848,431.25	848,431.25
June 25, 2006	\$ 695,000.00	848,431.25	1,543,431.25
December 25, 2006		841,481.25	842,481.25
June 25, 2007	590,000.00	841,481.25	1,431,481.25
December 25, 2007		834,106.25	834,106.25
June 25, 2008	685,000.00	834,106.25	1,519,106.25
December 25, 2008		823,831.25	823,831.25
June 25, 2009	790,000.00	823,831.25	1,613,831.25
December 25, 2009		810,993.75	810,993.75
June 25, 2010	950,000.00	810,993.75	1,760,993.75
December 25, 2010		795,318.75	795,318.75
June 25, 2011	1,075,000.00	795,318.75	1,870,318.75
December 25, 2011		775,431.25	775,431.25
June 25, 2012	1,205,000.00	775,431.25	1,980,431.25
December 25, 2012		752,837.50	752,837.50
June 25, 2013	1,345,000.00	752,837.50	2,097,837.50
December 25, 2013		726,778.13	726,778.13
June 25, 2014	\$1,490,000.00	\$726,778.13	\$2,216,778.13
December 25, 2014		694,184.38	694,184.38
June 25, 2015	1,875,000.00	694,184.38	2,569,184.38
December 25, 2015		653,168.75	653,168.75
June 25, 2016	2,080,000.00	653,168.75	2,733,168.75

<u>Payment Date</u>	<u>Principal Component</u>	<u>Interest Component<sup>(1)</sup></u>	<u>Total</u>
December 25, 2016		607,668.75	607,668.75
June 25, 2017	2,280,000.00	607,668.75	2,887,668.75
December 25, 2017		557,793.75	557,793.75
June 25, 2018	2,490,000.00	557,793.75	3,046,793.75
December 25, 2018		503,325.00	503,325.00
June 25, 2019	2,710,000.00	503,325.00	3,213,325.00
December 25, 2019		435,575.00	435,575.00
June 25, 2020	2,955,000.00	435,575.00	3,390,575.00
December 25, 2020		361,700.00	361,700.00
June 25, 2021	3,270,000.00	361,700.00	3,631,700.00
December 25, 2021		279,950.00	279,950.00
June 25, 2022	3,550,000.00	279,950.00	3,829,950.00
December 25, 2022		191,200.00	191,200.00
June 25, 2023	3,850,000.00	191,200.00	4,041,200.00
December 25, 2023		98,800.00	98,800.00
June 25, 2024	4,160,000.00	98,800.00	4,258,800
<b>TOTAL</b>	<b>\$38,045,000.00</b>	<b>\$27,205,771.44</b>	<b>\$65,250,771.44</b>

<sup>(1)</sup> Note that the interest amounts payable on the Certificates are capitalized through September, 2005 and, thus, to the extent funds are available in the Certificate Fund held pursuant to the Indenture for the payment of capitalized interest on the Certificates, the Board will receive a credit on amounts due as the payment of the interest component due December 25, 2005 in the above Schedule of Base Rent Deposits and Base Rent.

**SCHEDULE D**

**PAYMENT REQUISITION FORM**

§ \_\_\_\_\_

**Certificates of Participation  
Evidencing Assignment of a Proportionate Interest in Rights  
to Receive Certain Revenues Pursuant to a  
Lease Agreement between  
Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College, as Lessee,  
and University Energy Equipment Corporation, as Assignee  
of Bernhard Mechanical Contractors, as Lessor  
Series 2002**

Bank One Trust Company, N.A.  
Baton Rouge, Louisiana  
as Trustee

Date: \_\_\_\_\_

Requisition Number: \_\_\_\_\_

The undersigned authorized representative (the "Authorized Board Representative") of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), pursuant to a resolution adopted by the Board on \_\_\_\_\_, 200\_, hereby requests payment be made from amounts on deposit in the Construction Fund held by the Trustee pursuant to Section 3.10 of the Trust Indenture dated as of January 1, 2003 (the "Indenture") between the Trustee and University Energy Equipment Corporation to the person, firm or corporation in the amount and for the purpose set forth below:

Name and address of payee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of Payment: \$ \_\_\_\_\_

Purpose of Payment (if a reimbursement to Bernhard Mechanical Contractors, Inc. (the "Lessor"), identify payee(s), purposes represented by such reimbursement and costs heretofore paid).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

The Authorized Board Representative and the Lessor further certify with respect to this Requisition as follows:

1. The payment set forth herein is to be or was made or incurred in connection with the project relative to, or issuance of, the above captioned Certificates in accordance with the plans and specifications therefor currently in effect;
2. The amount paid or to be paid, as set forth herein, is reasonable, is presently due and payable, and is a proper charge against the Construction Fund and has not been paid;
3. If the amount is payable to a general contractor under a construction and/or installation contract, a certificate signed by an engineer approving the payment thereof is attached hereto; and
4. If the Lessor is seeking reimbursement for payment of items qualifying as Costs of the Project under the Indenture, evidence of prior payment of the same is attached hereto.

**BOARD OF SUPERVISORS OF LOUISIANA STATE  
UNIVERSITY AND AGRICULTURAL AND  
MECHANICAL COLLEGE**

By: \_\_\_\_\_  
Authorized Board Representative

**BERNHARD MECHANICAL CONTRACTORS, INC.,  
as Lessor**

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

Approved for payment and paid: \_\_\_\_\_, 20\_\_\_\_

Authorized Officer  
of Trustee: \_\_\_\_\_



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

SERVITUDE OF USE

This Servitude of Use (herein "Servitude") made and entered into effective as of the 1<sup>st</sup> day of January, 2003, in the presence of the undersigned competent witnesses, and before the undersigned Notary Public, by and between

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public, constitutional corporation organized and existing under the constitution and laws of the State of Louisiana (hereinafter "LSU") whose mailing address is Post Office Box 25317, LSU, Baton Rouge, Louisiana 70894-5317 herein represented by William L. Jenkins, the President of the Louisiana State University System,, duly authorized by virtue of a Resolution of LSU,

and

Bernhard Mechanical Contractors, Inc., Post Office Box 62690, Lafayette, Louisiana 70596-2690, herein represented by Kenneth W. Bernhard its duly authorized President and Chief Executive Officer (hereinafter "Bernhard"), duly authorized by virtue of a resolution of its Board of Directors,

provides as follows:

WITNESSETH

**WHEREAS**, pursuant to Request for Proposal No. B1VM50398 LSU did award Bernhard the contract to design and install a new gas turbine co-generation system at the LSU Baton Rouge Campus (the "Project"), pursuant to La. R.S. 39:1496.1; and

**WHEREAS**, LSU and Bernhard have entered into that certain "Agreement for Consulting Services and Energy Efficiency Services and Equipment" ( the "ESA") effective as of January 1, 2003, and that certain "Lease Agreement" (the "Lease") as of the 1<sup>st</sup> day of January, 2003, for the purpose of effecting the Project.

The capitalized terms used in this Servitude have the same meanings as those defined and used in the ESA, and the Lease, which ESA and Lease are incorporated herein as if set forth herein verbatim and made a part hereof.

**NOW, THEREFORE**, in consideration of the obligations undertaken by Bernhard pursuant to the ESA and the Lease and upon the terms and conditions hereinafter set forth, LSU grants to Bernhard a servitude of use over and across the following described property, and all improvements

located or to be located thereon, situated on the Baton Rouge Campus of LSU in the Parish of East Baton Rouge, Louisiana, to-wit:

Those certain tracts or parcels of ground reflected as Area "A," Area "B," Area "C" and Area "D" on "Map Showing Areas of Servitude of Use Granted to Bernhard Contractors, Inc. for the LSU Baton Rouge Campus Cogeneration Project for Louisiana State University," dated October 5, 2001, a copy of which is attached hereto as Exhibit "A," which parcels are more particularly described as follows:

**AREA "A"**

BEGINNING AT A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF THE POWERHOUSE BUILDING. THENCE, PROCEED SOUTH  $20^{\circ}30'12''$  EAST A DISTANCE OF 26.28 FEET TO A POINT; THENCE, PROCEED 87.47 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 173.90 FEET, SAID CURVE HAVING A CHORD DIRECTION OF SOUTH  $40^{\circ}00'20''$  EAST AND A CHORD LENGTH OF 86.56 FEET; THENCE, SOUTH  $56^{\circ}46'25''$  WEST A DISTANCE OF 39.81 FEET TO A POINT; THENCE, PROCEED 111.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 233.97 FEET, SAID CURVE HAVING A CHORD DIRECTION OF SOUTH  $70^{\circ}21'52''$  WEST AND A CHORD LENGTH OF 109.96 FEET; THENCE, PROCEED NORTH  $37^{\circ}20'01''$  WEST A DISTANCE OF 84.28 FEET TO A POINT; THENCE, PROCEED NORTH  $68^{\circ}30'31''$  EAST A DISTANCE OF 122.33 FEET TO A POINT; THENCE, PROCEED SOUTH  $20^{\circ}04'27''$  EAST A DISTANCE OF 7.46 FEET TO A POINT; THENCE, PROCEED NORTH  $69^{\circ}11'29''$  EAST A DISTANCE OF 126.27 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. LEASE AREA "A" CONTAINING 0.39 ACRES OR 17204.50 SQUARE FEET MORE OR LESS.

**AREA "B"**

BEGINNING AT A POINT; SAID POINT BEING THE NORTHWEST CORNER OF JESSE COATES HALL. THENCE, PROCEED NORTH  $28^{\circ}36'59''$  WEST A DISTANCE OF 30.99 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF LEASE AREA "B", THENCE, NORTH  $20^{\circ}39'25''$  WEST A DISTANCE OF 60.00 FEET TO A POINT; THENCE, NORTH  $69^{\circ}20'35''$  EAST A DISTANCE OF 135.00 FEET TO A POINT; THENCE, SOUTH  $20^{\circ}39'25''$  EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE, SOUTH  $69^{\circ}20'35''$  WEST A DISTANCE OF 135.00 FEET TO THE POINT OF COMMENCEMENT. LEASE AREA "B" CONTAINING 0.19 ACRES OR 8100.00 SQUARE FEET MORE OR LESS.

**AREA "C"**

BEGINNING AT A POINT; SAID POINT BEING THE NORTHEAST CORNER OF THE MILITARY SCIENCE AND AEROSPACE STUDIES. THENCE,

PROCEED NORTH 76°40'37" WEST A DISTANCE OF 81.66 FEET TO A POINT; SAID POINT BEING THE POINT OF COMMENCEMENT; THENCE, SOUTH 62°59'18" EAST A DISTANCE OF 95.08 FEET TO A POINT; THENCE SOUTH 02°56'05" EAST A DISTANCE OF 85.18 FEET TO A POINT; THENCE, PROCEED SOUTH 25°31'32" WEST A DISTANCE OF 31.39 FEET TO A POINT; THENCE, NORTH 67°00'21" WEST A DISTANCE OF 131.06 FEET TO A POINT; THENCE, NORTH 23°10'09" EAST A DISTANCE OF 114.63 FEET TO THE POINT OF COMMENCEMENT; LEASE AREA "C" CONTAINING 0.30 ACRES OR 13149.57 SQUARE FEET MORE OR LESS.

**AREA "D"**

Those certain two buildings located on the Baton Rouge Campus of LSU known as the Audubon Sugar Factory (Building No. 142) and the Power House (Building No. 147).

(herein the "Land").

This Servitude is limited to that use necessary for Bernhard to fulfill its obligations under the ESA and the Lease, which use is further described as follows:

1. That use necessary for Bernhard to deliver and install the energy efficiency Equipment on the Land in accordance with the terms and conditions of the ESA, which use shall consist of necessary ingress and egress along and across streets adjacent to the Property and necessary occupation of the Property to prepare for, install and complete the installation of the Equipment, to perform the necessary Final Performance Tests as set forth in the ESA, to do any additional work necessary to enable LSU to issue the Certificate of Final Completion and Acceptance, to operate and maintain the Equipment until the issuance of the Certificate of Final Completion and Acceptance, to provide all orientation and training as required by the ESA, to perform all necessary cleanup as set forth in the ESA, and to obtain all necessary approvals, certificates, permits and licenses as required by the ESA; and
2. That use necessary for Bernhard to provide Services and Equipment during the term of the ESA, to maintain said Equipment in accordance with the terms and conditions of the ESA and the Lease, to provide any continuing required training, to fulfill all obligations of warranty and guarantee of Savings as set forth in the ESA, to perform all obligations of operational efficiency as set forth in the ESA, and to act with respect to any emergency as set forth in the ESA.

In its use of the Property Bernhard shall comply with all of the terms and conditions of the ESA and the Lease, and its use shall be consistent therewith. No further use of the Land is granted or authorized hereunder in any respect; provided, however, that Bernhard may assign its rights hereunder as set forth in the Lease and the rights and use so assigned shall inure to the benefit of said assignees.

The term of this Servitude shall commence on the 1<sup>st</sup> day of January, 2003, and subject to the other provisions hereof shall end on the earliest of the following dates (the "Termination Date"):

1. the day on which Bernhard's obligations under the ESA terminate; or
2. the termination of the ESA in full.

In the event of the termination of this Servitude, LSU and/or the Legislative Auditor shall have the right, at its own expense, to examine Bernhard's and/or its assigns' records insofar as they relate to the Project or this Servitude. Such examination shall be made at Bernhard's and/or its assigns' offices during normal business hours and with reasonable notice given.

Upon termination of this Servitude, Bernhard shall quit and surrender its rights in and to the Land and the Land shall be in the same condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted. Any improvements and structures existing upon the Property at the time of termination of this Servitude other than the Equipment subject to the Lease (which Equipment shall be owned in accordance with the provisions of the Lease) shall remain thereon and title thereto shall vest in LSU at LSU's sole option.

LSU, for itself and its employees, lessees, representatives, agents, contractors, invitees, licensees, assigns and successors, shall at all times have the right to use the Land; provided, however, that such use shall not interfere unreasonably with the use granted hereby to Bernhard, or its assigns. In the exercise of its rights under this Servitude, Bernhard shall not unreasonably interfere with LSU's use of the Property or LSU's use of any other property of LSU.

This Servitude shall be granted only for the limited purpose necessary to allow Bernhard to fulfill its obligations under the ESA and the Lease and for no other purpose. It is understood and agreed by the parties hereto that this Servitude does not constitute a conveyance of any part of the Land above described, nor of the minerals thereunder and therein, but grants only a Servitude as above provided. LSU creates only a private and personal servitude and has no intention to dedicate, and does not dedicate, said servitude as a public or predial servitude.

By execution of this Servitude, LSU and Bernhard each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Servitude have been taken and performed; and that the persons signing this Servitude on their behalf have due authorization to do so.

[The remainder of this page is intentionally left blank.]

[Signature page for Servitude of Use Between LSU Board of Supervisors and Bernhard Mechanical, Inc.]

All capitalized terms used herein shall have the meaning set forth in the ESA.

This Servitude has been executed by LSU and Bernhard in the presence of the undersigned Notary Public and competent witnesses, effective as of the day, month and year set forth herein above.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

\_\_\_\_\_

BY: \_\_\_\_\_  
William L. Jenkins, President  
Louisiana State University System

\_\_\_\_\_

BERNHARD MECHANICAL CONTRACTORS,  
INC.

\_\_\_\_\_

BY: \_\_\_\_\_  
Kenneth W. Bernhard, President

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Schedule 1

Minutes-Regular Board Meeting  
-- October 26, 2001

8A3. Recommendation to authorize an agreement for performance-based energy services and equipment with Bernhard Mechanical Contractors for a cogeneration facility on the LSU A&M Campus (AMENDED)

Mr. Slack reported the Committee amended this recommendation and recommends Board approval as follows:

Upon motion of Mr. Slack, seconded by Dr. Andonie, the Board, with the exception of Mr. West, who abstained, unanimously approved the following recommendation, as amended:


**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby delegate to the Executive Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College the authority and power to authorize William L. Jenkins, President of the Louisiana State University System, or his designee, to execute an agreement for consulting services and energy efficiency services and equipment, a lease of the facilities and equipment, and a servitude of use by and between the LSU Board of Supervisors and Bernhard Mechanical Contractors, Inc., for the purpose, among other things, of constructing a natural gas fueled cogeneration facility on the LSU Campus at Baton Rouge, said agreements to contain such terms and conditions as President Jenkins or his designee deems to be in the best interest of the Board of Supervisors.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby delegate to the Executive Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College the authority and power to authorize William L. Jenkins, President of the Louisiana State University System, or his designee, to execute any and all other documents necessary to consummate the above-described transaction and to include in said documents such terms and conditions as he may deem wise and in the best interest of the Board of Supervisors.

CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Supervisors at its meeting on October 26, 2001, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 4th day of February, 2003.

  
\_\_\_\_\_  
Administrative Secretary  
Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College

SEAL

Minutes-Executive Committee  
March 20, 2002

2. Consideration of a modification to the agreement for the co-generation facility at Louisiana State University

Mr. Slack, chairman of the Property and Facilities Committee, reported that since the December 4, 2001 meeting, certain changes and/or modifications have been made in the agreements for the co-generation project. He recognized Mr. Pat Gibbs, Vice-President, Property, Facilities and Administration. Mr. Gibbs explained that the recommended changes were initiated due to strategic reasons, market interest rates, and a policy decision by the Office of Risk Management.

Upon motion of Mr. Slack, seconded by Mr. Ogden, the Executive Committee unanimously approved the following recommendation:

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, on behalf of and as authorized by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, does hereby authorize William L. Jenkins, President of Louisiana State University System, to execute an agreement for consulting services and energy efficiency services and equipment, a lease of the facilities and equipment, a servitude of use, a declaration of separate ownership and an interim installation and services agreement by and between the LSU Board of Supervisors and Bernhard Mechanical Contractors, Inc., for the purpose, among other things, of constructing a natural gas fueled cogeneration facility on the LSU Campus at Baton Rouge, said agreements to be substantially in the form presented to the Executive Committee hereto with only such changes as are recommended by legal counsel and are not materially detrimental to the interest of the Board of Supervisors.


**BE IT FURTHER RESOLVED** that the Executive Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, on behalf of and as authorized by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize William L. Jenkins for and on behalf of and in the name of the Board of Supervisors, to execute any and all other documents necessary to consummate the above-described transaction and to include in said documents such terms and conditions as he may deem wise and in the best interest of the Board of Supervisors and the Executive Committee of the Board of Supervisors.



CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Supervisors at its meeting on March 20, 2002, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 4th day of February, 2003.



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Administrative Secretary  
Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College

SEAL



**APPROVAL AUTHORIZING LSU TO  
REFUND A PORTION OF SERIES 2004B BONDS AND  
PRELIMINARY APPROVAL AUTHORIZING LSU TO  
ISSUE AUXILIARY REVENUE REFUNDING BONDS, SERIES 2012,  
NOT TO EXCEED \$44,500,000**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8.D.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

**1. Summary of Matter**

Sections 2181 through 2193 and 3351(A)(4) of Title 17 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 17:2181 through 2193 and 17:3351(A)(4)), Chapters 13 and 13A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974 (the "Constitution" and, together with the cited statutory authority, the "Act"), and other constitutional and statutory authority, authorize the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") to borrow money and to issue bonds and pledge revenues to guarantee payment thereof in accordance with law and with the approval of the Louisiana State Bond Commission.

Louisiana State University and Agricultural and Mechanical College (the "University") desires to avail itself of the provisions of the Act and refund all or a portion of the Board's callable Auxiliary Revenue Bonds, Series 2004B (the "Prior Bonds"), which were issued on October 26, 2004, in the original aggregate principal amount of \$51,885,000 and which are currently outstanding in the amount of \$46,630,000, in order to achieve interest cost savings. The Prior Bonds that are callable are in the par amount of \$43,645,000.

The University expects to come back to the Board at a future meeting for a second, final approval of the refunding of the Prior Bonds and to adopt the necessary supplemental bond resolution. It is expected that all necessary governmental approvals, including that of the State Bond Commission, will have been obtained by that time. The University expects to obtain State Bond Commission approval of the issuance of the Bonds in May of this year.

The University is requesting the Board to grant preliminary approval and authorization to representatives of the University, bond counsel and counsel to the Board to proceed with the necessary steps toward the issuance of its Auxiliary Revenue Refunding Bonds, Series 2012 in one or more series in an aggregate principal amount not to exceed \$44,500,000 (the "Bonds") to (i) refund all or a portion of the callable Prior Bonds, (ii) fund a reserve fund or pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iii) pay the costs of issuance of the Bonds, including, but not limited to, the preparation of the hereinafter described Bond Resolution and the preparation and distribution of preliminary and final official statements, if any, related thereto. LSU also desires that the Board authorize the publication of a notice of intention to issue the Bonds, as provided in the Constitution.

This resolution provides for certain general matters relating to the Bonds and the issuance thereof, it being the intent of LSU that the further details of the Bonds (including, without limitation, the maturity, the rate or rates of interest, and any security therefor) in connection with the refunding of the

Prior Bonds all be fixed by a Bond Resolution to be adopted by the Board prior to the issuance of the Bonds (the "Bond Resolution").

The University has selected Morgan Keegan & Company, Inc. to serve as senior managing underwriter of the Bonds.

The University anticipates that the Bonds will be issued in June, 2012.

## **2. Review of Business Plan**

The Pro-Forma Debt Service Coverage Ratio of LSU Auxiliaries was reviewed and this ratio is at an acceptable level (Attachment I).

## **3. Fiscal Impact**

This bond issue will not have any direct fiscal impact on the campus. The Bonds shall be payable solely from and secured by a pledge of the Auxiliary Revenues consisting of revenues derived by the University from certain Auxiliary Enterprises, including, without limitation, athletics, residential life, parking, graphic services, the student union, student health services, and other miscellaneous auxiliaries and certain other revenues that have been dedicated to the payment of bonds.

The financial consequences of this bond issue will have a beneficial impact on the general revenues of Residential Life, the LSU Student Union and University Recreation as a result of the interest cost savings accomplished by the refunding of the Prior Bonds, and will not impede their ability to provide the basic services required of the respective departments. Estimated annual interest savings is \$463,000 to LSU.

## **4. Description of Competitive Process**

The competitive process is used for all new bond issues. The competitive process was used for the initial issuance of the 2004B revenue bonds. The successful underwriter for this issuance will be used for the refinancing due to their experience with the issue.

## **5. Review of Legal Documents**

None.

## **6. Parties of Interest**

All of the parties relevant to the approval of the refunding of the Prior Bonds do not have any related interest in the refunding, nor will they receive any financial gain from this approval.

## **7. Related Transactions**

None.

## **8. Conflicts of Interest**

None.

### **ATTACHMENTS:**

- Attachment I – LSU Auxiliaries Pro-Forma Debt Service Coverage Ratio
- Attachment II – LSU Board General Bond Resolution

## **RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“WHEREAS**, Sections 2181 through 2193 and 3351(A)(4) of Title 17 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 17:2181 through 2193 and 17:3351(A)(4)), Chapters 13, 13A and 14A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974 (the “Constitution” and, together with the cited statutory authority, the “Act”), and other constitutional and statutory authority, authorize the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board”) to borrow money and to issue bonds and refunding bonds and pledge revenues to guarantee payment thereof in accordance with law and with the approval of the State Bond Commission; and

**WHEREAS**, the Board previously adopted on June 17, 1994, its General Bond Resolution (as supplemented and amended from time to time, the “General Bond Resolution”) authorizing the issuance from time to time of Auxiliary Revenue Bonds of the Board payable from gross revenues of certain auxiliary enterprises of Louisiana State University and Agricultural and Mechanical College (the “University”); and

**WHEREAS**, on October 26, 2004, the Board issued its \$51,885,000 Auxiliary Revenue Bonds, Series 2004B (the “Prior Bonds”), of which \$46,630,000 in principal amount is currently outstanding; and

**WHEREAS**, the University is considering refunding all or a portion of the callable Prior Bonds in order to achieve interest costs savings; and

**WHEREAS**, the Board desires to avail itself of the provisions of the Act and the General Bond Resolution and to grant preliminary approval and authorization to representatives of the University, bond counsel and counsel to the Board to proceed with the necessary steps toward the issuance of its Auxiliary Revenue Refunding Bonds, Series 2012 in one or more series in an aggregate principal amount not to exceed \$44,500,000 (the “Bonds”) to (i) refund all or a portion of the callable Prior Bonds, if economically feasible, (ii) fund a reserve fund or pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iii) pay the costs of issuance of the Bonds, including, but not limited to, the preparation of the hereinafter described Bond Resolution and the preparation and distribution of preliminary and final official statements, if any, related thereto; and

**WHEREAS**, by this resolution, the Board desires to provide for certain general matters relating to the Bonds and the issuance thereof, it being the intent of the Board that the further details of the Bonds (including, without limitation, the outside maturity, the maximum rate or rates of interest, and any security therefor) shall be fixed by the General Bond Resolution and the Fifteenth Supplemental Resolution to be adopted by the Board prior to the date of issuance of the Bonds (the “Fifteenth Supplemental Resolution” and, together with the General Bond Resolution, the “Bond Resolution”); and

**WHEREAS**, prior to the issuance of the Bonds, there shall be submitted to the Board the Fifteenth Supplemental Resolution and the proposed Bonds prepared in connection therewith; and

**WHEREAS**, the Bonds shall be payable solely from and secured by a pledge of the Auxiliary Revenues, as more particularly defined by the Bond Resolution, consisting of revenues derived by the University from certain Auxiliary Enterprises, including, without limitation, athletics, residential life, parking, graphic services, the student union, student health services, and other miscellaneous auxiliaries and certain other revenues that have been dedicated to the payment of bonds issued pursuant to the Bond Resolution; and

**WHEREAS**, the Board desires to authorize the publication of a notice of intention to issue the Bonds, as provided in the Constitution; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that:

**SECTION 1.** The Board hereby grants preliminary approval to the issuance of its Auxiliary Revenue Refunding Bonds, Series 2012 in one or more series (the "Bonds") in an aggregate principal amount not to exceed \$44,500,000, at a fixed rate not to exceed five percent (5%) per annum and for a term not to exceed 30 years for the purpose of providing funds for the benefit of Louisiana State University and Agricultural and Mechanical College (the "University") to (i) refund all or a portion of the Board's callable Auxiliary Revenue Bonds, Series 2004B (the "Prior Bonds"), if economically feasible, (ii) fund a reserve fund or pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iii) pay the costs of issuance of the Bonds, subject to the terms and conditions contained herein and in a Bond Resolution, subject to the advice of bond counsel and counsel to the Board, and subject to the required approval of the State Bond Commission (the "Commission").

**SECTION 2.** The Bonds shall be secured by the Auxiliary Revenues on parity with the Board's outstanding Series 2004 Bonds, any Series 2004B Bonds left outstanding after the Prior Bonds are refunded, Series 2005A Bonds, Series 2006 Bonds, Series 2007 Bonds, Series 2008 Bonds and Series 2010 Bonds, each as defined in the Bond Resolution.

**SECTION 3.** The Board hereby authorizes its representatives, including the President and the Chief Financial Officer of the LSU System and the Vice Chancellor for Finance and Administrative Services and CFO of the University and their designees, bond counsel, and counsel to the Board to proceed with the preparation of the Bond Resolution with respect to the Bonds and all documents necessary for the issuance of the Bonds, including, but not limited to the preparation and distribution of preliminary and final official statements, if any, related thereto and to obtain all consents and approvals necessary for the issuance of the Bonds.

**SECTION 4.** The Board hereby authorizes and approves all matters necessary in connection herewith, subject to advice of bond counsel and counsel to the Board, including, but not limited to the publication of a notice of intention to issue the Bonds as provided in the Constitution, the form of which is attached hereto as Exhibit A.

**SECTION 5.** The Board hereby formally approves the making of its application to the Commission requesting that the Commission grant its approval to the issuance of the Bonds, all in accordance with applicable law and the Rules of the Commission. The representatives of the University are hereby directed to furnish to and file with the Commission all documents, materials and information as may be necessary and appropriate in connection with the approval by the Commission of the issuance of the Bonds. A certified copy of this resolution shall be submitted to the Commission by the representatives of the Board or its bond counsel, with a letter requesting the prompt consideration and approval of this application and such letter may set forth and request approval by the Commission of the price at which such bonds may be sold and issued.

**SECTION 6.** The form of the Notice of Intention to Issue Bonds attached hereto as Exhibit A is hereby approved in substantially such form, with such additions, omissions and changes as may be approved by bond counsel to the Board.

**SECTION 7.** It is hereby recognized, found and determined that a real necessity exists for the employment of bond counsel in connection with the issuance of the Bonds and, accordingly, Adams and Reese LLP, Baton Rouge, Louisiana ("Bond Counsel"), is hereby employed as bond counsel for the Board, pursuant to that certain contract for bond counsel services dated effective October 12, 2011, between Bond Counsel and the Board (the "Bond Counsel Contract"), to do and perform any and all legal work incidental and necessary with respect to the incurring of debt and issuance and sale of the Bonds. Bond Counsel shall prepare and submit to the Board for adoption of the proceedings incidental to the authorization, issuance, sale and delivery of the Bonds, and shall furnish their opinion covering the legality of the issuance thereof.

The fees to be paid to Bond Counsel with respect to Bonds actually issued, sold, delivered and paid for shall be based upon the then current fee schedule promulgated by the Attorney General of the State of Louisiana (at the time any such bonds are sold) with regard to fees for bond counsel for legal and coordinate professional work performed in connection with the issuance of revenue bonds by state entities. Such fees shall be payable out of the funds derived from the sale of the Bonds or other funds legally appropriated therefor pursuant to the Bond Counsel Contract.

**SECTION 8.** The Bonds shall not be issued until this Board has approved the execution of all legal documents necessary in connection therewith, including, but not limited to, the Bond Resolution.

**SECTION 9.** The Chairman, Vice Chairman and Secretary of the Board, the President and the Chief Financial Officer of the LSU System and the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer of the University or any one of them and their designees are hereby authorized to execute all documents, and do all things necessary, on the advice of Bond Counsel and counsel to the Board to effectuate and implement this Resolution.

**SECTION 10.** By virtue of the Board's application for, and acceptance and utilization of, the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, (i) it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and (ii) it further resolves that it understands, agrees and binds itself, its successors and assigns to full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products, Hedges, etc." adopted by the Commission on July 20, 2006 as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby."

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE BONDS

Notice is hereby given that, pursuant to a resolution adopted at its meeting of April 27, 2012 (the "Authorizing Resolution"), the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") intends to issue its Auxiliary Revenue Refunding Bonds, Series 2012 in one or more series (the "Bonds"), in an aggregate principal amount not to exceed \$44,500,000. The proceeds of the Bonds will be made available to the Board for the benefit of Louisiana State University and Agricultural and Mechanical College ("LSU") to (i) refund all or a portion of the Board's callable Auxiliary Revenue Bonds, Series 2004B to the extent economically feasible, (ii) fund a reserve fund or pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iii) pay the costs of issuance of the Bonds. The Bonds will be in fully registered form, will be issued in an aggregate principal amount not to exceed \$44,500,000, will mature not later than 30 years from their dated date and will bear interest payable at a fixed rate not to exceed five percent (5%) per annum. The Bonds will not be a general obligation or pledge of the full faith and credit of the State of Louisiana, but will be solely a revenue obligation of the Board payable from Auxiliary Revenues (as defined in a Bond Resolution to be adopted by the Board, hereinafter referred to as the "Bond Resolution"), consisting of Auxiliary Revenues derived by LSU from certain Auxiliary Enterprises, including, without limitation, athletics, residential life, parking, graphic services, the student union, student health services, and other miscellaneous auxiliaries and certain other revenues that have been dedicated and pledged to payment of bonds issued under the Bond Resolution. The Bonds will be secured by the Auxiliary Revenues on a parity with the Board's outstanding (i) Auxiliary Revenue Refunding Bonds, Series 2004 issued in the original aggregate principal amount of \$16,035,000, (ii) Auxiliary Revenue Bonds, Series 2004B issued in the original aggregate principal amount of \$51,885,000 (to the extent not refunded by the Bonds), (iii) Auxiliary Revenue and Refunding Bonds, Series 2005A issued in the original aggregate principal amount of \$18,905,000, (iv) Auxiliary Revenue Bonds, Series 2006 issued in the original aggregate principal amount of \$97,095,000, (v) Auxiliary Revenue Bonds, Series 2007 issued in the original aggregate principal amount of \$71,130,000, (vi) Auxiliary Revenue Refunding Bonds, Series 2008 issued in the original aggregate principal amount of \$52,815,000, (vii) Auxiliary Revenue Bonds, Series 2010A issued in the original aggregate principal amount of \$87,625,000 and (viii) Gulf Opportunity Zone Auxiliary Revenue Bonds, Series 2010B issued in the original aggregate principal amount of \$31,250,000. Within thirty (30) days after publication of this Notice of Intention, any person in interest may contest the legality of the Authorizing Resolution or the Bond Resolution, any provision of the Bonds to be issued pursuant to the Bond Resolution, the provisions securing the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. If no action or proceeding is instituted within the thirty (30) days, no person may contest the validity of the Bonds, the provisions of the Authorizing Resolution or the Bond Resolution, the security of the Bonds or the validity of any other provisions or proceedings relating to their authorization and issuance, and the Bonds shall be presumed conclusively to be legal. Thereafter, no court shall have authority to inquire into such matters. Draft copies of the Bond Resolution are available for inspection at the offices of Eric Monday, Vice Chancellor for Finance and Administrative Services and Chief Financial Officer, LSU, 330 Thomas Boyd Hall, Baton Rouge, Louisiana 70803-2701.



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

To: John V. Lombardi  
President  
LSU System

Date: March 26, 2012

From: Mike Martin  
Chancellor

A handwritten signature in black ink, appearing to read "Mike Martin", written over a faint, larger signature that is partially obscured.

Subject: **Approval Authorizing LSU to Refund a Portion of Series 2004B Bonds and Issue Auxiliary Revenue Bonds, Series 2012**

Attached for your review is a resolution requesting approval to refund a portion of Series 2004B Bond proceeds and the issuance of Bonds to finance the refunding of the Prior Bonds. The financial consequences of this action will have a beneficial impact on the general revenues of Residential Life, the LSU Student Union and University Recreation as a result of the interest cost savings accomplished by the refunding of the Prior Bonds.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on the April 2012 meeting agenda.

Please let me know if you need additional information.

Attachments

RECEIVED

MAR 28 2012

PROPERTY & FACILITIES



**Pro Forma Debt Service Coverage Rate**

The following presentation shows on a pro forma basis the availability of Auxiliary Revenues to satisfy Debt Service Requirements on the series the Series 2004 Bonds, the Series 2004B Bonds, the Series 2005A Bonds, the Series 2006 Bonds and the Series 2007 Bonds, the Series 2008 Bonds, and the 2010A & B Bonds:

	<u>2009-10</u>	<u>2010-11</u>
Gross Auxiliary Revenues <sup>1</sup>	\$ 177,492,682	\$ 180,055,432
Aggregate Maximum Annual Debt Service on Parity Lien Obligations	29,139,046	29,139,046
Pro-Forma Coverage on Total Parity Lien Obligations (x)	6.09	6.18

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Source: University

<sup>1</sup> Includes Laboratory School revenues and Recreational Sports Fee revenues.

**GENERAL BOND RESOLUTION**

**BOARD OF SUPERVISORS  
OF  
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

**Adopted on June 17, 1994**

**BOARD OF SUPERVISORS  
OF  
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE  
AUXILIARY REVENUE BONDS**

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The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**BOARD OF SUPERVISORS  
OF  
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

**GENERAL BOND RESOLUTION**

A resolution authorizing and providing for the incurring of debt and issuance from time to time of revenue bonds, of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College payable from gross revenues of certain auxiliary enterprises; prescribing the form, fixing the details and conditions of such revenue bonds and providing for the payment of the principal and interest thereon and other matters in connection therewith.

**WHEREAS**, Sections 2181 through 2193 and 3351(A)(4) of Title 17 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 17:2181 through 2193 and 17:3351(A)(4)) and Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974 (collectively, the "Act"), and other constitutional and statutory authority, authorize the Board of Supervisors of Louisiana State University and Agriculture and Mechanical College (the "Board") to borrow money and to issue bonds and pledge revenues to guarantee payment thereof in accordance with law and with approval of the State Bond Commission; and

**WHEREAS**, students and the public at large require access to certain auxiliary facilities operated by certain auxiliary enterprises of the campus of Louisiana State University and Agricultural and Mechanical College located in Baton Rouge, Louisiana (the "University"), and pay certain fees, rates and charges for such use; and

**WHEREAS**, the Board desires to avail itself of the provisions of the Act and to issue revenue bonds in one or more series in such principal amount as shall be necessary to provide adequate facilities for such auxiliary enterprises of the University or any other purposes as may be allowed by the Act; and

**WHEREAS**, by this General Bond Resolution, the Board desires to provide for certain general matters relating to said revenue bonds and the first series thereof, it being the intent of the Board that the further details of each series of such revenue bonds shall be fixed by one or more resolutions supplemental hereto;



WHEREAS, the revenue bonds shall be payable solely from and secured by a pledge of such auxiliary revenues produced by certain auxiliary enterprises of the University, as authorized by the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Board that:

## ARTICLE I

### DEFINITIONS

Section 1.01. *Definitions.* As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"*Accountant*" means the Legislative Auditor of the State.

"*Accounts*" means the accounts created pursuant to Article VII hereof.

"*Act*" means Sections 2181 through 2193 and 3351(A)(4) of Title 17 (R.S. 17:2181 through 2193 and 17:3351(A)(4)) of the Louisiana Revised Statutes of 1950, as amended, and Article VII, Section 6(C) of the Louisiana Constitution of 1974, as amended.

"*Additional Bonds*" shall mean Bonds issued pursuant to Section 10.13 hereof.

"*Authorized Board Representative*" means the Chairman or Vice-Chairman and Secretary or any Assistant Secretary of the Board and any other Person designated in writing to the Trustee by the Chairman or Vice-Chairman of the Board or designated by a resolution of the Board.

"*Auxiliary Enterprises*" means the departments of the University named in the definition of Auxiliary Facilities.

"*Auxiliary Facilities*" means the buildings, land, equipment and other properties under the control, operation or supervision of the following Auxiliary Enterprises of the University as the same may be modified from time to time: (1) University Stores, (2) Student Communication Media, (3) LSU Union, (4) Golf Course, (5) Graphic Services, (6) Laboratory School Cafeteria, (7) Parking and Safety Services, (8) Continuing Education Center, (9) Student Health Service, (10) University Press, (11) Athletic Department, (12) Residence Food Services, and (13) Residential Life, provided that (i) in the event Auxiliary Revenue producing activities of any such Auxiliary Enterprise are transferred to another University Enterprise, the portion of the property of such University Enterprise used for such activity shall be deemed to be an Auxiliary Facility hereunder and (ii) Auxiliary Facilities as defined hereby may be modified as set forth in Section 12.02(i) hereof.

"*Auxiliary Revenues*" means (i) the gross amount of all funds, monies or revenues held by the University and any earnings thereon derived or to be derived by Auxiliary Enterprises from self generated revenues from all fees, rates, rentals, charges or other receipts or income received from students or the public at large in connection with any undertaking, utilization or operation of Auxiliary Enterprises or Auxiliary Facilities, including operation or management thereof by private entities on behalf of the Auxiliary Enterprises, prior to the payment of Current Expenses and (ii) all Funds and Accounts held pursuant to Article VII of this General Bond Resolution or any Supplemental Resolution pertaining to a particular Series of Bonds except any

fund created to hold monies pending rebate to the United States or for payment of costs of issuance of Bonds. Auxiliary Revenues shall not include funds appropriated to the Board by the Legislature of the State from time to time.

**"Board"** means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**"Board Documents"** means the certificates, agreements, resolutions or other documents authorized to be executed on behalf of the Board by the Authorized Board Representative pursuant to Section 15.09 hereof.

**"Bond" or "Bonds"** means any bond authorized and issued pursuant to Article II of this General Bond Resolution.

**"Bond Counsel"** means counsel acceptable to the Trustee and any Credit Facility provider and experienced in matters relating to tax exemption of interest on obligations issued by states and their political subdivisions.

**"Bond Fund"** means the Fund given that name by Section 7.01 of this General Bond Resolution.

**"Bond Obligation"** shall mean, as of the date of computation, the principal amount of the Bonds of all Series then Outstanding or, in the case of Bonds on which interest is due only at maturity or prior redemption, the compounded amount (as of the Interest Payment Date next preceding the date of computation).

**"Bond Owner" or "Owner" or "Bondholder"** or any similar term, when used with reference to a Bond or Bonds means the registered owner of such Bond.

**"Bond Register"** means the register of the Bonds kept by the Trustee pursuant to Section 3.05.

**"Bond Resolution"** means this General Bond Resolution, as amended and supplemented by any Supplemental Resolutions.

**"Bond Year"** shall have the meaning assigned thereto in any Supplemental Resolution.

**"Business Day"** means a day which is not (a) a Saturday or Sunday or (b) a legal holiday or a day on which banking institutions are authorized by law to close in either the State of New York or the State.

**"Code"** means the Internal Revenue Code of 1986 as the same may be amended from time to time.

**"Completion Certificate"** means the certificate relative to completion of a Project funded by a Series of the Bonds to be delivered by an Authorized Board Representative to the Trustee.

**"Counsel"** means an attorney duly admitted to practice law before the highest court of any state.

**"Credit Enhanced Bonds"** means Bonds the principal of and interest on which are secured by the proceeds of an irrevocable letter of credit, surety bond, insurance policy or other Credit Facility or arrangement with a Person other than the Board.

**"Credit Facility"** means any municipal bond insurance policies, bank guarantees, standby purchase agreements, surety bonds, letters of credit, or other devices securing the payment of the principal of or interest on or the purchase obligation with respect to any Bonds, the purpose of which is to enhance the credit quality of the Bonds.

**"Current Expenses"** means all necessary and reasonable expenses of maintaining and operating the Auxiliary Facilities, including all necessary heating and cooling costs and other operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incidental to the operation of the Auxiliary Facilities, including the cost of merchandise for resale, services, utilities and personnel and all allocated general administrative expenses of the Board and any fee or charge imposed by the Board on the Auxiliary Enterprises in connection with the issuance of Bonds, but shall exclude depreciation and Costs of Issuance.

**"Debt Service Coverage Ratio"** means for the period in question the ratio determined by the Associate Vice Chancellor for Business Affairs of the University by dividing funds received by the University as Auxiliary Revenues under clause (f) of the definition of Auxiliary Revenues for such period by maximum annual debt service on Prior Lien Obligations and maximum annual Debt Service Requirements on the Bonds outstanding and maximum annual debt service on Additional Bonds proposed to be issued.

**"Debt Service Requirements"** means for any particular Fiscal Year and for all Series of the Bonds, an amount equal to the sum of (a) all interest payable during such Fiscal Year on all Outstanding Bonds, plus (b) the Principal Installment of Outstanding Bonds falling due during such Fiscal Year, calculated on the assumption that Outstanding Bonds on the day of calculation cease to be outstanding by reason of payment either upon maturity or by application of any scheduled sinking fund installments as provided for in a Supplemental Resolution. In the case of Variable Rate Debt, with respect to a particular Fiscal Year, the interest rate thereon shall be calculated on the assumption that such Bonds will bear interest during such period at the maximum rate that may be borne by such Variable Rate Debt; provided that, if on such date of calculation the interest rate on such Variable Rate Debt shall then be fixed for a specified period, the interest rate used for such specified period for the purposes of the foregoing calculation shall be such actual interest rate. Such interest and Principal Installments for the Bonds shall be calculated on the assumption that no Bonds of such Series Outstanding at the date of calculation

will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof.

**"Event of Default"** means any event designated as such in Section 14.01.

**"Fiscal Year"** means the twelve month period beginning on July 1 and ending June 30 of each year.

**"Funds"** means the Funds created pursuant to Article VII.

**"General Bond Resolution"** shall mean this General Bond Resolution.

**"Government Obligations"** means direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, which are noncallable and nonprepayable by the issuer thereof.

**"Interest Account"** means the Account by that name created pursuant to Article VII.

**"Interest Payment Date"** means the dates set forth for the payment of interest on Bonds in a Supplemental Resolution.

**"Maximum Annual Debt Service Requirements"** means, as of the date of calculation, the highest aggregate annual Debt Service Requirements and debt service payable on Prior Lien Obligations and the Bonds during the then current or any succeeding Fiscal Year over the remaining term of the Bonds.

**"Net Proceeds,"** when used with respect to proceeds from any condemnation award or policies of insurance required hereby, means the amount remaining after deducting from such proceeds (i) all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award; and (ii) all other fees, expenses and indemnities and payments due to the Trustee.

**"No-Arbitrage Certificate"** means the certificate by that name and a Tax Regulatory Agreement, if any, to be executed by an Authorized Board Representative relating to the various Series of the Bonds.

**"Opinion of Bond Counsel"** means an Opinion of Counsel of a Bond Counsel.

**"Opinion of Counsel"** means an opinion in writing of Counsel acceptable to the Trustee and any applicable Credit Facility provider.

**"Outstanding Bonds"** or **"Bonds Outstanding"** or **"Outstanding"** means all Bonds which have been duly authenticated and delivered by the Trustee under this General Bond Resolution and Supplemental Resolutions, except:

- (a) Bonds cancelled after purchase or because of redemption prior to maturity;
- (b) Bonds deemed paid under Article XIII hereof; and
- (c) Bonds in lieu of or in substitution for which other Bonds have been authenticated under the Bond Resolution.

**"Paying Agent"** shall mean the Paying Agent designated in the Supplemental Resolution for any Series of the Bonds.

**"Permitted Investments"** means investments of the Board as may be specified in a Supplemental Resolution or as otherwise may be allowed by law.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**"PPM-10"** means Policy and Procedures Memorandum 10 of the Office of Risk Management in the Office of the Governor of the State.

**"Principal Account"** means the Account by that name created pursuant to Article VII.

**"Principal Installment"** means, for any Fiscal Year, as of any date of calculation, and with respect to any Series of Bonds, the principal amount of Outstanding Bonds of such Series which mature or are subject to mandatory redemption and for which no sinking fund installment has been or is required to be made in such Bond Year.

**"Principal Payment"** means a payment of principal of a Bond at maturity or upon mandatory sinking fund redemption.

**"Principal Payment Date,"** means such dates for payment of principal on a Series of Bonds as shall be so specified in a Supplemental Resolution.

**"Prior Lien Obligations"** means the principal amount outstanding prior to the adoption of this General Bond Resolution of bonds, notes or other obligations of the Board to the extent that Auxiliary Revenues are obligated to pay debt service thereon as set forth in Exhibit D.

**"Project"** means a project defined in a Supplemental Resolution.

**"Project Costs"** means such costs for the funding of a project as defined in a Supplemental Resolution.

**"Projection"** means projected or forecasted financial statements by the Associate Vice Chancellor for Business Affairs of the University relative to a future period, including balance

sheets as of the end of such period and statements of income and cash flows for such period, accompanied by a statement of the relevant assumptions and rationale upon which the financial statements are based.

**"Record Date"** means, with respect to an Interest Payment Date, the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date whether or not such day is a Business Day.

**"Redemption Price"** means, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof, plus accrued interest to the redemption date, pursuant to the Bond Resolution.

**"Regular Record Date"** shall mean, with respect to an Interest Payment Date, the fifteenth calendar day of the month (unless otherwise specified in a Supplemental Resolution) next preceding such Interest Payment Date, whether or not such day is a Business Day.

**"Requisition"** means the requisition required for the expenditure of funds from the Project Fund as required by Section 7.02 and as set forth in Exhibit C hereto.

**"Reserve Fund"** means the Fund given that name by Section 7.01.

**"Reserve Requirement"** means, with respect to the Bonds, an amount equal to the lesser of (i) 100% of the maximum annual principal and interest due on the Bonds, (ii) 10% of the aggregate proceeds of the Bonds or (iii) 125% of the aggregate average annual debt service on the Bonds. For purposes of calculating the Reserve Requirement, variable rate indebtedness shall be assumed to bear interest (1) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer 25 Revenue Bond Index (or comparable index if no longer published) plus fifty (50) basis points, or (2) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities plus fifty (50) basis points. For purposes of any rate covenant measuring actual debt service coverage during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period. For all other purposes, including for purposes of the rate covenant and the additional bonds test, variable rate indebtedness shall be assumed to bear interest at the maximum permissible rate.

**"Series"** means all of the Bonds issued in a simultaneous transaction pursuant to a Supplemental Resolution.

**"Series 1994 Bonds"** means the first Series of the Bonds to be issued pursuant to the Bond Resolution, as more fully described in Section 2.02 hereof and in a Supplemental Resolution.

"*Sinking Fund Amounts*" has the meaning given such term in any Supplemental Resolution.

"*Sinking Fund Installment*" means

"*Special Record Date*" for the payment of Defaulted Interest (as defined in Section 3.06) means the date fixed pursuant to Section 3.06 hereof.)

"*State*" means the State of Louisiana.

"*Subordinated Debt*" means Bonds, including any payment relating to the Credit Facility, issued by the Board pursuant to and complying with the provisions of Section 2.04.

"*Subordinated Debt Fund*" means the Subordinated Debt Fund established in Section 7.06 hereof.

"*Supplemental Resolution*" shall mean a resolution supplemental hereto adopted pursuant to Article XII hereof.

"*Trustee*" means Hancock Bank of Louisiana, Baton Rouge, Louisiana.

"*University*" or "*LSU*" means Louisiana State University and Agricultural and Mechanical College which is the main Baton Rouge, Louisiana campus under the supervision and management of the Board.

"*University Enterprise*" means an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to, although not necessarily equal to, the cost of the goods or services, the distinguishing characteristic of which is that it is managed as essentially a self-supporting activity.

"*Variable Rate Debt*" means Bonds not bearing interest throughout their respective terms at a specified rate or rates determined at the time of issuance.

**Section 1.02. Rules of Interpretation.** The following rules shall apply to the construction of this General Bond Resolution unless the context requires otherwise: (a) the singular includes the plural and the plural, the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to "writing" include printing, photocopying, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivisions of sections), exhibits, appendices, annexes or



schedules are to those of this General Bond Resolution unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this General Bond Resolution; (h) references to Persons include their respective successors and assigns permitted or not prohibited by the terms of this General Bond Resolution; (i) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (j) "or" is not exclusive; (k) provisions apply to successive events and transactions; (l) references to documents or agreements which have been terminated or released or which have expired shall be of no force and effect after such termination, release or expiration; (m) references to mail shall be deemed to refer to first-class, postage prepaid, unless another type of mail is specified; (n) all references to time shall be to Baton Rouge, Louisiana time; (o) references to specific persons, positions or officers shall include those who or which succeed to or perform their respective functions, duties or responsibilities referred to in the Bond proceedings; (p) the terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this General Bond Resolution as a whole and not to any particular article, section or subdivision hereof; and the term "heretofore" means before the date of adoption of this General Bond Resolution, the term "now" means at the date of adoption of this General Bond Resolution, and the term "hereafter" means after the date of adoption of this General Bond Resolution; and (q) references to payments of principal include any premium payable on the same date, except that proceeds of the any Credit Facility shall never be used to pay premium.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

**Section 2.01. *Authorization of Bonds.*** There is hereby established and created under this General Bond Resolution an issue of Bonds of the Board to be known and designated as "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds," to be issued in one or more Series for the purpose of providing funds for capital improvements to and on behalf of Auxiliary Facilities or for any other purpose as may be permitted by the Act. The Bond Resolution creates a continuing pledge of the Auxiliary Revenues to secure the full and prompt payment of the principal or Redemption Price of and interest on all of the Bonds, subject to Prior Lien Obligations. The Bonds shall be solely an obligation of the Board, payable as to principal, premium, if any, and interest solely from and secured by an irrevocable pledge and dedication of the Auxiliary Revenues. The aggregate principal amount of the Bonds which may be executed, registered and delivered under the Bond Resolution is not limited except and as registered and delivered under the Bond Resolution and as provided herein or as may be limited by the Act. The Bonds, as to principal, interest and premium, if any, shall be payable solely from and be secured solely by the Auxiliary Revenues, which Auxiliary Revenues shall be and hereby are pledged to the punctual payment of such principal, interest and premium, if any, and the security therefor in accordance with the provisions of the Bond Resolution, subject to Prior Lien Obligations.

**Section 2.02. *Authorization of Bonds in Series; Authorization of the Bonds.*** (a) The Bonds are hereby authorized to be issued from time to time in one or more Series for the purposes described in Section 2.01, and such Bonds shall be issued pursuant to the applicable terms, details, conditions and limitations established by the Act, and other constitutional and statutory authority supplemental thereto, this General Bond Resolution, and one or more Supplemental Resolutions.

(b) There is hereby authorized to be issued hereunder the first Series of the Bonds, to be designated "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds, Series 1994," which shall be limited in aggregate principal amount to Thirty Million Dollars (\$30,000,000), which shall mature, bear interest, be the subject of a Credit Facility, be issued for the purposes and be subject to the terms as shall be set forth in a Supplemental Resolution, including the matters set forth in Section 2.03 hereof.

**Section 2.03. *Provisions for Issuance of Bonds.*** The issuance of each Series of Bonds shall be authorized by one or more Supplemental Resolutions adopted by the Board.

Each Supplemental Resolution authorizing the issuance of a Series of Bonds shall specify:

(i) the authorized principal amount and Series designation of such Bonds:

- (ii) the purpose or purposes for which such Series is being issued;
- (iii) the dated date and the Principal Payment Dates of the Bonds of such Series;
- (iv) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, whether interest will be paid periodically or at the maturity of all or a part of the Bonds of such Series, and the Interest Payment Dates therefor;
- (v) such provisions as may be necessary or appropriate to provide for the issuance and administration of the Bonds including, without limitation, amendments to definitions of Debt Service, Principal Installment, Reserve Requirement and definitions for Capital Appreciation Bonds, Capital Appreciation and Interest Bonds, Tender Option Bonds, and provisions relating to derivative products;
- (vi) the denominations of, and the manner of dating, numbering and lettering of the Bonds of such Series;
- (vii) the Paying Agent and the place or places of payment of the Bonds of such Series, or the manner of appointing and designating the same;
- (viii) the redemption prices, if any, and, subject to the provisions of this General Bond Resolution, the redemption terms and notice requirements for the Bonds of such Series;
- (ix) the amount and due date of any mandatory redemption payment, if any, for Bonds of like maturity of such Series;
- (x) if so determined by the Board, provisions of the sale of the Bonds of such Series;
- (xi) the form of the Bonds of such Series;
- (xii) provisions, if any, for the issuance of the Bonds of such Series in "book-entry only" form;
- (xiii) provisions for the funding of the Reserve Fund, if any, or a separate reserve fund with respect to such Series of Bonds, if any;
- (xiv) such provisions as may be necessary or desirable in connection with any Credit Facility to be provided for or with respect to such Series of Bonds; and
- (xv) any other provisions deemed advisable by the Board as shall not conflict with the provisions hereof.

**Section 2.04. Subordinated Debt.** (a) The Board may, at any time, or from time to time, issue or incur Subordinated Debt, pursuant to the Act, for any of its lawful purposes, payable out of, and which may be secured by a pledge of, such amounts in the Subordinated Debt Fund as may from time to time be available for the purpose of payment thereof; provided, however, that such pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge created by the Bond Resolution as security for Bonds.

(b) The Board may also, at any time or from time to time, issue or incur Subordinated Debt to refund any Subordinated Debt issued as provided in this Section or to refund Outstanding Bonds of one or more Series or one or more maturities within a Series. Such Subordinated Debt issued for refunding purposes may be payable out of, and may be secured by a pledge of, such amounts in the Subordinated Debt Fund as may from time to time be available therefor, provided that any such payment or pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge created under the Bond Resolution as security for Bonds.

(c) The resolution, indenture or other instrument securing or evidencing each issue of Subordinated Debt shall contain provisions (which shall be binding on all holders of such Subordinated Debt) not more favorable to the holders of such Subordinated Debt than the following:

(i) In the event that any issue of Subordinated Debt is declared due and payable before its expressed maturity because of the occurrence of an event of default, the Owners of all Bonds Outstanding at the time such Subordinated Debt so becomes due and payable because of such occurrence of such an event of default shall be entitled to receive payment in full of all principal and interest on all such Bonds before the holders of the Subordinated Debt are entitled to receive any accelerated payment from the Auxiliary Revenues of principal (and premium, if any) or interest upon the Subordinated Debt.

(ii) If any Event of Default with respect to the Bonds shall have occurred and be continuing, the Owners of all Bonds then Outstanding shall be entitled to receive payment in full of all principal and interest on all such Bonds before the owners of the Subordinated Debt are entitled to receive any accelerated payment from the Auxiliary Revenues of principal (and premium, if any) or interest upon the Subordinated Debt.

(iii) The Subordinated Debt may provide that the provisions of (i), (ii), and (iii) above are solely for the purpose of defining the relative rights of the Owners of the Bonds on the one hand, and the owners of Subordinated Debt on the other hand, and that nothing therein shall impair, as between the Board and the owners of the Subordinated Debt, the obligation of the Board, which is unconditional and absolute, to pay the Owners of the Bonds the principal thereof.

and premium, if any, and interest thereon in accordance with its terms, nor shall anything therein prevent the owners of the Subordinated Debt from exercising all remedies otherwise permitted by applicable law or thereunder upon default thereunder, subject to the rights under (i), (ii) and (iii) above of the Owners of Bonds to receive cash, property or securities otherwise payable or deliverable to the holders of the Subordinated Debt; and the Subordinated Debt may provide that, insofar as a trustee or paying agent for such Subordinated Debt is concerned, the foregoing provisions shall not prevent the application by such paying agent of any moneys deposited with such trustee or paying agent for the purpose of the payment of or on account of the principal (and premium, if any) and interest on such Subordinated Debt if such trustee or paying agent did not have knowledge at the time of such application that such payment was prohibited by the foregoing provisions.

Any issue of Subordinated Debt may have such rank or priority with respect to any other issue of Subordinated Debt as may be provided in the resolution, indenture or other instrument securing such issue of Subordinated Debt and may contain such other provisions as are not in conflict with the provisions of the Bond Resolution.

## ARTICLE III

### GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.01. *Principal and Interest Payment Dates.* The principal and interest of the Bonds shall be payable on the Principal Payment Dates and the Interest Payment Dates, respectively, of such Bonds, commencing not more than twelve months after the dated date of such Bonds, unless otherwise specified in a Supplemental Resolution.

Section 3.02. *Legends.* The Bonds of each Series shall be in substantially the form attached hereto as Exhibit A (with such changes as may be provided for in a Supplemental Resolution) and may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this General Bond Resolution as may be necessary or desirable to comply with custom or otherwise as may be determined by the Board prior to delivery thereof, particularly any legend necessary or desirable concerning a Credit Facility applicable to such Bonds.

Section 3.03. *Place and Medium of Payment.* The principal and premium, if any, and the amount to the extent due, if any, of each Bond shall be payable upon maturity or redemption at the principal corporate trust office of the Paying Agent for such Bond in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, upon presentation and surrender thereof. Interest shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the Regular Record Date) at the address as shown on the books of the Paying Agent. The Board may make provision in any Supplemental Resolution for the payment of the principal, premium, if any, and interest of any Bonds by bank wire transfer or such other method as the Board may deem appropriate.

Section 3.04. *Form of Bonds.* The Bonds of each Series shall be initially issued in fully registered form, however, any Supplemental Resolution may provide for coupon bearer bonds if then permitted by applicable law. The specific form of the Bonds of each Series shall be provided in the applicable Supplemental Resolution. Until definitive Bonds are ready for delivery, the Board may execute and the Paying Agent shall then authenticate and deliver temporary Bonds. Temporary Bonds shall be substantially in the form of definitive Bonds but may have variations that the Board considers appropriate for temporary Bonds. Without unreasonable delay, the Board shall prepare, execute and deliver to the Paying Agent definitive Bonds. The temporary Bonds may then be exchanged for definitive Bonds pursuant to Section 3.05.

Section 3.05. *Exchange of Bonds; Persons Treated as Owners.* The Board shall cause books for the registration and for the registration of transfer of the Bonds as provided in this General Bond Resolution to be kept by the Paying Agent for such Series at the principal corporate trust office of such Paying Agent. such Paying Agent shall also be the Bond Registrar

for such Series, and such Series may be transferred and assigned only upon the registration books maintained by such Paying Agent.

Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denomination of the same Series and maturity and like aggregate principal amount. At the option of an Owner, Bonds may be exchanged for other Bonds of authorized denominations of the same Series and maturity and like aggregate principal upon surrender at such office. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange thereof the Bond or Bonds which the Owner making the exchange shall be entitled to receive after receipt of the Bonds to be transferred in proper form.

All Bonds presented for registration of transfer or exchange shall (if so required by the Board or the Paying Agent) be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to Paying Agent, duly executed by the Owner or by such Owner's duly authorized attorney.

No charge shall be made to the Owner for any exchange or transfer of Bonds, but the Paying Agent may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

The Board and the Paying Agent shall not be required to issue, register the transfer of or exchange (a) any Bonds during a period beginning at the opening of business on the Regular Record Date and ending at the close of business on the Interest Payment Date or (b) any Bond called for redemption prior to maturity during a period beginning on the opening of business fifteen (15) days before the date of the mailing of notice of redemption of such Bonds and ending on the date of such redemption.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Board, evidencing the same debt and entitled to the same benefits under the Bond Resolution as the Bonds surrendered upon authentication thereof by the Paying Agent.

Prior to due presentment for registration of transfer of any Bond, the Board, the Paying Agent, and any agent of the Board or the Paying Agent may treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes (subject to Section 3.06), whether or not such Bonds shall be overdue, and shall not be bound by any notice to the contrary.

The Board may provide, in a Supplemental Resolution, alternative rules for the exchange and registration of Bonds in order to facilitate the issuance of Bonds in "book-entry only" form.

**Section 3.06. *Payment of Interest; Interest Rights Preserved.*** Interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date.

shall be paid to the Owner in whose name that Bond (or one or more predecessor Bonds) is registered on the Regular Record Date for such Interest Payment Date.

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Owner on the relevant Regular Record Date by virtue of having been such Owner; and such Defaulted Interest shall be paid by the Board to the persons in whose names the Bonds (or their respective predecessor Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Board shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Board shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest. Thereupon the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the Board of such Special Record Date and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class, postage prepaid, to each Owner at his address as it appears in the Bond Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid by the Paying Agent to the persons in whose names the Bonds (or their respective predecessor Bonds) are registered on such Special Record Date from moneys so deposited with the Paying Agent on or before the date of payment of Defaulted Interest.

Principal, premium and interest shall be considered paid on the date due if the Paying Agent holds on that date money sufficient to pay all principal, premium and interest then due and such money is available for such payment. Any such money not paid to the Owners to whom it was due on such due date shall be segregated and held by the Paying Agent uninvested and in trust solely for the benefit of such Owners, provided that any such money remaining unclaimed for 6 years after such principal, premium or interest has become due shall be paid to the Board upon the direction of the Board, and such Owners shall thereafter look only to the Board for payment thereof. The Board's obligation to make such payment shall only be from Funds and Accounts and shall not be secured by any pledge of Auxiliary Revenues. However, the Paying Agent, before making any such payment to the Board, may, at the expense of the Board, cause to be published once in a newspaper or financial journal of general circulation in the City of New York, New York, and mailed by first-class mail to the relevant Owner's registered addresses, notice that such money remains unclaimed and that, after a specified date which is at least 30 days from the date of such publication and mailing, such money then will be paid to the Board, and such Owners must then as unsecured creditors look only to the Board's revenues listed in Funds and Accounts for payment.



Subject to the foregoing provisions of this Section, each Bond delivered under the Bond Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

**Section 3.07. Bonds Mutilated, Destroyed, Stolen or Lost.** In case any Bonds shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Paying Agent may register a replacement Bond of the same maturity and of like tenor and principal amount as that mutilated, lost, stolen or destroyed but bearing a number not contemporaneously outstanding. The face of such replacement Bond shall bear the following additional clauses:

"This Bond is issued to replace a lost, cancelled or destroyed Bond under the authority of R.S. 39:971 through 39:974."

In the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Board and the Paying Agent evidence of such loss, theft or destruction satisfactory to the Board and the Paying Agent, together with an indemnity bond satisfactory to the Board and the Paying Agent. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may, instead of issuing a new Bond on behalf of the Board, pay such Bond upon delivery to the Board and the Paying Agent of evidence of such loss, theft or destruction satisfactory to the Board and the Paying Agent. The Board and the Paying Agent may charge the Owner of such Bond their reasonable fees and expenses in this connection. The obligation of the Board with regard to any Bond issued pursuant to this Section shall be identical with its obligation upon the Bonds which it replaces, and the rights of the Owner shall be the same as those conferred by the Bonds which it replaces.

**Section 3.08. Cancellation and Destruction of Bonds.** All Bonds paid or redeemed either at or before maturity shall be delivered to the Paying Agent when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Board, shall thereupon be promptly cancelled by the Paying Agent. All cancelled Bonds shall be destroyed and an affidavit of destruction shall be furnished to the Board at least annually.

**Section 3.09. Execution.** The Bonds shall be executed in the name of and on behalf of the Board by the manual or facsimile signature of the Chairman or the Vice-Chairman of the Board and countersigned or attested by the manual or facsimile signature of the Secretary of the Board, and the corporate seal of the Board (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be such officer before the delivery of such Bonds, such signature nevertheless shall be valid and sufficient for all purposes as if he had remained in office until such delivery except as provided in La. R.S. 39:3972 regarding lost, destroyed and improperly cancelled Bonds. Any Bond of a Series may be signed and sealed on behalf of the Board by such persons as at the actual time of the execution of such Bonds shall be duly authorized or hold the proper office in the Board, although at the date of the Bonds of such Series such person may not have been so authorized to have held such office. Said officers

shall. by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds, and the Board may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bonds, notwithstanding that at the date of such Bonds such person may not have held such office or that at the time when such Bonds shall be delivered such person may have ceased to hold such office.

**Section 3.10. Authentication.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under the Bond Resolution unless and until a certificate of authentication on such Bond substantially in the form set forth in Exhibit A hereto or in the applicable Supplemental Resolution shall have been duly executed by the Paying Agent for such Series, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bonds has been executed, registered and delivered under the Bond Resolution.

## ARTICLE IV

### APPLICATION OF PROCEEDS

**Section 4.01. *Application of Bond Proceeds and Accrued Interest.*** The proceeds of sale of the Bonds of each Series and the amount, if any, received as accrued interest shall be applied in the manner and for the purposes provided herein and in the Supplemental Resolution for each Series of the Bonds.

## ARTICLE V

### REDEMPTION OF BONDS

**Section 5.01. *Privilege of Redemption and Redemption Price.*** Bonds subject to redemption prior to maturity pursuant to a Supplemental Resolution shall be redeemable, upon notice as provided in this Article, at such times, at such Redemption Prices and upon such terms (in addition to and consistent with the terms contained in this Article) as may be specified in a Supplemental Resolution.

**Section 5.02. *Notice of Redemption.*** Notice of any such redemption shall be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days and not more than 60 days prior to the date fixed for redemption, or such other date as may be specified by Supplemental Resolution, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Trustee. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. All notices of redemption shall state (i) the redemption date; (ii) the redemption price; (iii) in the case of partial redemption, the respective principal amounts of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable on each such Bonds and interest thereon will cease to accrue thereon from and after said date; (v) the CUSIP numbers; (vi) the place where such Bonds are to be surrendered for payment; and (vii) any other items which may be necessary or desirable to comply with custom. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner of such Bonds receives the notice. In the event coupon bonds are issued under the terms of the Bond Resolution, notice shall be given by the Trustee prior to the redemption date through publication of an appropriate notice one (1) time in the official journal of the State and in a financial newspaper or journal published in New York, New York, sent by registered mail to the Paying Agent of the Series of Bonds being redeemed, and mailed in the manner provided above, to the Owner of any coupon Bond registered as to principal.

On or before any redemption date the Trustee shall segregate and hold in trust adequate funds in the Bond Fund for the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date, and the Trustee shall transfer such funds to the Paying Agent for the Bonds to be redeemed on or before such redemption date. Upon the giving of notice and the deposit of funds with the Trustee for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Paying Agent shall have received the items required by Section 3.07 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Upon surrender of any Bond for redemption in part only, the Paying Agent shall register and deliver to the Owner thereof a new Bond or Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

**Section 5.03. *Payment of Redeemed Bonds.*** Notice having been given in the manner provided in Section 5.02, the bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for the redemption of all the Bonds to be redeemed, together with interest to the redemption date, shall be held by the Trustee or the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

**Section 5.04. *Selection of Bonds to be Redeemed.*** The Trustee may select for redemption portions of the principal of Bonds that have denominations larger than \$5,000. Bonds and portions of them it selects shall be in amounts of \$5,000 or integral multiples of \$5,000. Provisions of this General Bond Resolution that apply to Bonds called for redemption also apply to portions of Bonds called for redemption. Upon surrender of a Bond that is redeemed in part, the Board shall execute and the Trustee shall authenticate and deliver to the Owner a new Bond in principal amount equal to the unredeemed portion of the Bond surrendered. In no event shall Bonds be redeemed or cancelled other than in denominations of \$5,000 and integral multiples thereof.

## ARTICLE VI

### PLEDGE OF AUXILIARY REVENUES

**Section 6.01. *Pledge and Payments.*** (a) All of the Board's right, title and interest to the Auxiliary Revenues are hereby pledged by the Board for the payment of Debt Service Requirements on the Bonds issued hereunder from time to time (except as provided in Sections 7.07, 11.02 and Article XIII). The pledge of Auxiliary Revenues as provided hereby shall be subject and subordinate to the pledge of Auxiliary Revenues securing Prior Lien Obligations.

(b) Details regarding the dates and amounts of payments due by the Board to the Trustee from Auxiliary Revenues and the deposit thereof in the appropriate Fund or Account shall be as set forth in a Supplemental Resolution. Monies in funds or accounts held by the Board which are derived from Auxiliary Revenue shall remain subject to the pledge set forth in Paragraph (a) above. However, such portions of the Auxiliary Revenues in excess of that needed for the payment of Prior Lien Obligations and for transfer to the Bond Fund or Reserve Fund shall be available to the Board to pay Current Expenses, any Subordinated Debt and for any other lawful purpose of the Board, provided that the pledge of Auxiliary Revenues shall be deemed to be a cumulative pledge in the event collections for any six month period are insufficient to make a required deposit.

**Section 6.02. *The Pledge Effected by the Resolution.*** (a) The Bonds are special and limited obligations of the board payable solely from the Auxiliary Revenues.

The principal, premium, if any, and interest on the Bonds are payable solely from the Auxiliary Revenues and are not general obligations of the University, the LSU System, the Board, the State or any political subdivision thereof and the faith and credit of the State or the Board is not pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

(b) All Auxiliary Revenues shall immediately be subject to this pledge without any physical delivery thereof or further act, and this pledge shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the Board, irrespective of whether such persons have notice thereof.

(c) Nothing contained in this Section 6.02 shall be construed as limiting any authority elsewhere in the Bond Resolution to issue Subordinated Debt.

**Section 6.03. *Credits.*** The Board shall receive a credit against its obligation to make the payments required by Section 6.01(b) for (i) any transfer from any Project Fund or Rebate Fund to the Interest Account, Principal Account or Reserve Fund, respectively, and (ii) any payments of such amounts made by the Board from funds other than Auxiliary Revenues.

**Section 6.04. Absolute Obligation To Pay Bonds From Auxiliary Revenues.**  
Notwithstanding anything in this Article VI and subject only to Prior Lien Obligations, the Board agrees unconditionally to pay, when due, but only from Auxiliary Revenues, all payments of principal of and interest on the Bonds and all other amounts payable hereunder, regardless of whether the deposits under this Article VI have provided sufficient moneys, regardless of any dispute with the Trustee, the provider of any credit facility or any Bondholder, regardless of any right of counterclaim or setoff against the Trustee, any Credit Facility provider or any Bondholder and regardless of any other circumstance foreseen or unforeseen.

## ARTICLE VII

### FUNDS AND ACCOUNTS

**Section 7.01. *Creation of Funds and Accounts.*** There are hereby created the following special trust funds to be held by the Trustee:

(a) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Project Fund (the "Project Fund") into which shall be deposited the proceeds of Series of the Bonds or other funds necessary to pay Project Costs as defined in the respective Supplemental Resolutions;

(b) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Bond Fund (the "Bond Fund") and a Principal Account and Interest Account therein;

(c) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Reserve Fund (the "Reserve Fund");

(d) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Subordinated Debt Fund (the "Subordinated Debt Fund").

All moneys and investments deposited with the Trustee in the Funds and Accounts shall be held in trust and applied only in accordance with the Bond Resolution and shall be trust funds for the purpose of the Bond Resolution. The Board may, in any Supplemental Resolution, to the extent not inconsistent with the provisions of this General Bond Resolution, create and establish such additional Funds or Accounts or such sub-Funds or sub-Accounts as it shall determine to be necessary or desirable and may, in such Supplemental Resolution, provide for the pledge, assignment or grant (if any) of such Funds and Accounts not inconsistent with the provisions of Article VI hereof.

**Section 7.02. *Project Fund.*** (a) The Trustee shall disburse moneys in the Project Fund to or upon the order of the Board from time to time upon receipt by it of a written Requisition in the form of Exhibit C hereto executed by an Authorized Board Representative in order to pay Project Costs.

Amounts in the Project Fund shall also be used with the consent or at the direction of any Credit Facility to pay principal of and interest on the Bonds to the extent no other moneys are available for such purpose in the Funds and Accounts. Amounts in the Project Fund shall be used to make deposits in the Rebate Fund as provided in the No-Arbitrage Certificate.

(b) Upon completion of a Project funded by a Series of the Bonds, an Authorized Board Representative shall deliver a Completion Certificate in the form of Exhibit B to



the Trustee. Any amounts remaining in the Project Fund following the Trustee's receipt of a Completion Certificate shall be transferred to the Interest Account and used to pay interest on the Bonds. The Trustee shall, however, retain in the Project Fund any amounts certified by an Authorized Board Representative to be necessary for payment of Project Costs not then due and payable. Amounts so retained shall be disbursed as provided in subparagraph (a) above or be transferred to the Interest Account of the Bond Fund upon written notice from an Authorized Board Representative that the specified amounts retained in the Project Fund will not be used to pay costs of the Project.

(c) Interest earnings on amounts in the Project Fund shall be transferred to the Board from time to time at its direction.

**Section 7.03. Bond Fund.** (a) *Interest Account.* Amounts shall be deposited in the Interest Account as necessary to pay accrued interest on the closing and delivery of the Bonds as provided in Article IV and Section 6.01(b). The Trustee shall also deposit in the Interest Account amounts from other sources transferred to it by or on behalf of the Board which the Board directs to be deposited in the Interest Account.

(b) *Principal Account.* Amounts shall be deposited in the Principal Account as provided in Article IV and Sections 6.01(b). The Trustee shall also deposit in the Principal Account amounts from other sources transferred to it by or on behalf of the Board which the Board directs to be deposited in the Principal Account.

(c) The Trustee shall pay out of the Bond Fund to the respective Paying Agents (i) from the Interest Account on or before each Interest Payment Date for any of the Bonds, the amount required for the interest payable on such date; (ii) from the Principal Account on or before each Principal Payment Date, the amount required for the principal or sinking fund payment payable on such due date; and (iii) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed. In the case of Variable Rate Bonds, the Board shall furnish or cause to be furnished the Trustee with a certificate setting forth the amount to be paid on such Bonds on each interest payment date, such certificate shall be furnished on or prior to the Regular Record Date with respect to any Interest Payment Date. Such amounts shall be applied by the Paying Agents on and after the due dates thereof.

(d) The amount, if any, deposited in the Bond Fund from the proceeds of each Series of Bonds shall be set aside in the Interest Account and applied to the payment of interest on the Bonds of such Series (or Refunding Bonds issued to refund such Bonds) as the same become due and payable.

(e) In the event of the refunding of any Bonds, the Trustee shall, if the Board so directs, withdraw from the Bond Fund all, or any portion of, the amounts accumulated therein with respect to Debt Service Requirements on the Bonds being refunded and deposit such amounts with itself as Trustee to be held for the payment of the principal

or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 13.02. In the event of such refunding, the Board may also direct the Trustee to withdraw from the Bond Fund all, or any portion of, the amounts accumulated therein with respect to Debt Service Requirements on the Bonds being refunded and deposit such amounts in any Fund or Account under the Bond Resolution; provided, however, that such withdrawal shall not be made unless immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 13.02 and provided, further, that at the time of such withdrawal, there shall exist no deficiency in any Fund or Account held under the Bond Resolution.

(f) Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established with moneys in the Bond Fund, there shall be credited toward each such Sinking Fund Installment thereafter to become due such amounts as may be directed by the Board. The portion of any such Sinking fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

(g) *Earnings.* Interest earnings on amounts in the Bond Fund shall be transferred to the Board from time to time at its direction.

**Section 7.04. Reserve Fund.** (a) Amounts shall be deposited into the Reserve Fund as provided in Article IV and Section 6.01(b).

(b) Funds on deposit in the Reserve Fund shall be used to make up any deficiencies in the Interest Account and Principal Account (in the order listed) of the Bond Fund. The Trustee shall give immediate telephonic notice, promptly confirmed in writing, to any Credit Facility provider if any such transfer is made. Investments in the Reserve Fund shall be valued as provided in Article IX hereof. If any such valuation reveals that the value of such investments is less than the Reserve Requirement, the Trustee shall immediately notify the Board and any Credit Facility provider of the amount of the deficit.

(c) If an amount is withdrawn from the Reserve Fund in order to make up a deficiency in the Principal Account or Interest Account, the Board will pay amounts to the Trustee from Auxiliary Revenues for deposit to the Reserve Fund which will bring the balance on deposit in the Reserve Fund to no less than the Reserve Requirement no later than the next succeeding January 1 or July 1 as the case may be.

(d) In the event that on any valuation date the amount in the Reserve Fund is less than the Reserve Requirement due to a decline in the market value of the investments in the Reserve Fund, the Board will pay amounts to the Trustee for deposit to the Reserve Fund which will bring the balance on deposit in the Reserve Fund to no less than the Reserve Requirement no later than the next succeeding January 1 or July 1, as the case may be.

(e) Whenever the amount in the Reserve Fund, together with the amount in the Bond Fund is sufficient to pay in full all Outstanding Bonds in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in the Reserve Fund shall be transferred to the Bond Fund and shall be available to pay all Outstanding Bonds. Prior to said transfer, all investments held in the Reserve Fund shall be liquidated to the extent necessary in order to provide for the timely payment of principal and interest (or Redemption Price) on the Bonds.

(f) Earnings on amounts in the Reserve Fund and any excess therein shall be transferred from time to time to the Board at its direction, unless there is a deficiency in the Reserve Fund, in which case earnings remain in the Reserve Fund.

**Section 7.05. *Rebate Fund.*** The Board shall establish with the Trustee a Rebate Fund for each Series of Bonds to allow compliance with Section 148 of the Code. The Rebate Funds shall be held for the sole benefit of the United States of America and is not subject to the lien of the Bond Resolution. Deposits shall be made into and withdrawals shall be made from the Rebate Fund as provided in the No-Arbitrage Certificates relative to each Series.

**Section 7.06. *Subordinated Debt Fund.*** (a) The Trustee as directed by the Board shall apply amounts in the Subordinated Debt Fund to the payment of the principal or sinking fund installment of and interest on each issue of Subordinated Debt and reserves therefor, free and clear of the pledge effected by the Bond Resolution, in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the resolution or other debt instrument authorizing each issue of such Subordinated Debt.

(b) Notwithstanding any of the provisions of this Section, if five (5) days prior to any interest payment date with respect to any Series of Bonds the amount on deposit in the Bond Fund shall be less than the amount required to be on deposit in such Fund with respect to such Series and with respect to such interest payment date, upon direction by the Board the Trustee shall forthwith transfer from the Subordinated Debt Fund for deposit in the Bond Fund the amount necessary (or all moneys in said Subordinated Debt Fund if necessary) to make up such deficiency.

(c) If at any time the amount on deposit in the Reserve Fund shall be less than the Reserve Requirement, and the amounts on deposit in the Subordinated Debt Fund are not needed for transfer to the Bond Fund pursuant to subsection (b) above, the Trustee

shall forthwith transfer from the Subordinated Debt Fund for deposit in the Reserve Fund the amount necessary (or all moneys in said Subordinated Debt Fund, if necessary) to make up such deficiency.

**Section 7.07. *Disposition of Funds After Payment of Bonds.*** After the principal of and interest on all Outstanding Bonds has been paid and all amounts then owing to the Trustee and Credit Facility provider have been paid and the final rebate payment to the United States required by the No-Arbitrage Certificates have been made, any amounts remaining in the Funds and Accounts (other than pursuant to Section 11.02 or Article XIII) shall be paid to the Board upon the written request of an Authorized Board Representative.

**Section 7.08. *Moneys Held in Trust.*** All moneys held by the Trustee pursuant to the Bond Resolution shall be held by the Trustee in trust for the benefit of the Bondholders and subject to the pledge hereof, except that (i) moneys held for the payment of principal or interest on specific Bonds pursuant to Section 3.01 or Article XIII shall be held in trust solely for the benefit of the Owners of such Bonds. (ii) payments under any Credit Facility shall be held as provided in a Supplemental Resolution, and (iii) amounts in the respective Rebate Funds shall be held for the benefit of the United States.

## ARTICLE VIII

### DAMAGE, DESTRUCTION AND CONDEMNATION

**Section 8.01. *Damage and Destruction; Application of Insurance Proceeds.*** All policies evidencing insurance required by Section 10.07 hereof shall provide for payment of the losses to the Board; provided that, proceeds of insurance received and/or the amount of any loss that is self-insured with respect of destruction of or damage to any Auxiliary Facility by fire, earthquake or other casualty or event shall be paid in accordance with Policy and Procedure Memorandum 10 and applied as provided in this Section.

If any Auxiliary Facility is damaged by fire or other casualty to an extent that in the opinion of the Board, there is no resulting material impairment of its ability to meet Debt Service Requirements the Board may elect not to rebuild the particular Auxiliary Facility. If, however, in the opinion of the Board there will result a material impairment of its ability to pay Debt Service Requirements, the Board shall elect to either (i) promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction with such changes, alterations and modifications (including the substitution and addition of other property exclusive of land) and as will not impair the operating utility or the revenue producing capability of the particular Auxiliary Facility or the character of the Auxiliary Facility as a public facility, applying for such purpose so much as may be necessary the proceeds of any insurance resulting from claims for such losses; provided the proceeds of any insurance made available to it for such purposes or the requisite additional moneys therefor from other sources are available to the Board; (ii) move the operations of the Auxiliary Enterprise so affected to another Auxiliary Facility or (iii) use its best efforts, to the extent allowed by law and after receiving all necessary approvals, to redeem Bonds prior to maturity.

## ARTICLE IX

### INVESTMENTS

Section 9.01. *General.* Any moneys held by the Trustee as part of any Fund or Account created by the General Bond Resolution or any Supplemental Resolution shall be invested and reinvested by the Trustee at the telephonic (promptly confirmed in writing) direction of an Authorized Officer of the Board in Permitted Investments. All such Permitted Investments shall mature or be redeemable or be subject to withdrawal or to repurchase by another entity on a date or dates on or prior to the time when the moneys so invested will be required for expenditure. Amounts in the Rebate Fund shall be invested in Permitted Investments with a maturity of no more than 30 days or in an investment agreement approved by the applicable Credit Facility provider, if allowed by law. Investments purchased with funds on deposit in the Reserve Fund shall have an average aggregate weighted term to maturity not greater than five years. The Trustee shall be relieved of all liability with respect to making investments or reinvestments in accordance with any such directions of an Authorized Officer and any investment losses shall be borne by the Fund or Account in which the lost moneys had been deposited. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds or Accounts may be commingled for the purpose of investment or deposit. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amount contemplated to be paid therefrom.

Section 9.02. *Valuation.* In computing the amount in any Fund or Account held under the provisions of the Bond Resolution (except for purposes of complying with the Code), obligations purchased as an investment of moneys therein shall be valued at the cost or market price thereof, whichever is lower, exclusive of accrued interest. Where market prices for obligations held hereunder are not readily available, the market price for such obligations may be determined in such manner as the Trustee deems reasonable. Anything else herein to the contrary notwithstanding, amounts invested under any investment agreement shall be valued at par. Investments (except investment agreements) shall be valued by the Trustee (i) at any time upon written request of any Credit Facility provider and (ii) annually on the last Business Day of each Bond Year. Deficiencies in the amount on deposit in any Fund or Account held under the Bond Resolution, except the Reserve Fund, resulting from a decline in market value shall be restored no later than the succeeding valuation date.

## ARTICLE X

### GENERAL REPRESENTATIONS AND COVENANTS

**Section 10.01. *Authority and Authorization.*** The Board makes the following representations to the Trustee and the Owners of Bonds from time to time as the basis for the undertakings on its part herein contained.

(a) The Board is a public constitutional corporation of the State created and existing under the Constitution and laws of the State.

(b) The Board will make a good faith effort to preserve and keep or continue in full force and effect its existence or the existence of any successor as an entity that may issue obligations that are exempt from federal and state income taxation.

(c) The Board is authorized under the Constitution and laws of the State to adopt the Bond Resolution, issue the Bonds, pledge the Auxiliary Revenues, perform the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) The Board by proper action has duly adopted this General Bond Resolution.

(e) The adoption and delivery of this General Bond Resolution and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Board's bylaws or any bond, debenture, note or other evidence of indebtedness, or any contract, agreement or lease to which the Board is a party.

(f) As of the date of adoption of this General Bond Resolution, except as may be set forth in the Official Statement relative to the Series 1994 Bonds, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Board, nor to the best of the knowledge of the Board is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this General Bond Resolution or which, in any way, would adversely affect the validity or enforceability of this General Bond Resolution, or any agreement or instrument to which the Board is a party, used or contemplated for use in the consummation of the transactions contemplated hereby.

**Section 10.02. *Bond Resolution to Constitute Contract.*** In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, the provisions of the Bond Resolution shall be a part of the contract of the Board with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Board, the Trustee, and the Owners from time to time of the Bonds, and such provisions are covenants and agreements with such Owners which the Bonds hereby determines to be necessary

and desirable for the security and payment thereof. Except for Subordinated Debt, all of the Bonds issued hereunder shall be equally and ratably secured hereunder without priority by reason of Series, number, date of adoption of the Supplemental Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery or otherwise, and the pledge hereof and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Board shall be for the equal benefit, protection and security of the Owners of any and all of such Bonds, each of which shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in the Bond Resolution.

**Section 10.03. *Payment of Bonds.*** The Board shall duly and punctually pay or cause to be paid (but solely from the sources herein provided) the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bond Resolution according to the true intent and meaning thereof.

**Section 10.04. *Maintenance and Modification of Auxiliary Facilities.*** The Board shall maintain or cause to be maintained the Auxiliary Facilities, and will at its own expense keep the Auxiliary Facilities in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof. The Board may also, at its own expense, make from time to time any additions, modifications or improvements to the Auxiliary Facilities it may deem desirable for its business purposes that do not materially impair the effective use of the Auxiliary Facilities; provided that all such additions, modifications and improvements shall become a part of the Auxiliary Facilities. The Board shall cause the Auxiliary Facilities at all times to be free from all encumbrances that would materially affect the receipt of the Auxiliary Revenues, provided that the Board may in good faith contest any liens filed or established against the Auxiliary Facilities, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest only if the Board obtains an injunction prohibiting, or otherwise prevents, the enforcement of such liens, assessments or other charges and any appeal therefrom, unless by nonpayment of any such items the Auxiliary Revenues would be materially endangered or the Auxiliary Facilities or any part thereof will be subject to loss or forfeiture to such an extent that Auxiliary Revenues are materially adversely affected, in which event the Board shall promptly pay and cause to be satisfied and discharged all such unpaid items or secure such payment by posting a bond or causing a bond to be posted, in form unsatisfactory to the Trustee, with the Trustee.

**Section 10.05. *Removal or Closure of Auxiliary Facilities.*** The Board shall not be under any obligation to renew, repair or replace any item of inadequate, obsolete, worn out, unsuitable, undesirable, unprofitable or unnecessary equipment or other property not required for the sound operation and maintenance of the physical condition of the Auxiliary Facilities. In any instance where the Board, in its sound discretion, determines that any items of Auxiliary Facilities have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Board may remove such items of Auxiliary Facilities and sell, trade in, exchange, donate, throw away or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Trustee or Bondholders or Credit Facility providers and may close such



Auxiliary Facilities as it deems necessary, provided that the collection of Auxiliary Revenues does not fall below the level required to be maintained pursuant to the provisions of Section 10.17.

**Section 10.06. Taxes and Other Governmental Charges and Utility Charges.** (a) The Board shall pay, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Auxiliary Facilities or the Auxiliary Revenues, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Auxiliary Facilities and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Auxiliary Facilities; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board shall be obligated to pay only such installments as are required to be paid during the term of this General Bond Resolution.

(b) The Board may in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest unless by nonpayment of any such items the Auxiliary Revenues will be materially endangered or the Auxiliary Facilities or any material part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly or secured by posting a bond, in form satisfactory to the Trustee, with the Trustee. In the event that the Board shall fail to pay any of the foregoing items required by this Section to be paid by the Board or the Trustee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Trustee shall become an obligation of the Board to the one making the advancement, which amounts, from the date thereof, together (to the extent permitted by law) with interest thereon until paid at a rate of 12% per annum.

**Section 10.07. Insurance Required.** (a) the Board shall secure and maintain or cause to be secured and maintained at its sole cost and expense:

(i) A policy or policies of insurance covering the Auxiliary Facilities against loss or damage by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge, and against such other perils as are included in so-called "extended coverage" and against such other insurable perils as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Auxiliary Facilities, without deduction for depreciation, but in no event shall the amount of the insurance be at any time less than the full replacement cost of the Auxiliary Facilities, adjusted to comply with any applicable co-insurance provisions of any such insurance policy. If certain Auxiliary Facilities are damaged and the Board

elects not to rebuild or replace, property coverage shall revert to actual cash value of the particular Auxiliary Facility.

(ii) A policy of comprehensive public liability insurance with respect to the Auxiliary Facilities and the operations related thereto, whether conducted on or off the Auxiliary Facilities, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage and water damage legal liability each with respect to property of third parties.

(iii) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed on the Auxiliary Facilities, in an amount not less than \$15,000,000 with deductible provisions not exceeding \$100,000 per accident. Such boiler and machinery insurance shall specifically include, but shall not be limited to, business interruption insurance.

(iv) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the State or any agency thereof in connection with the particular Auxiliary Facility and to cover full liability for compensation under any such act aforesaid, in an amount not less than \$500,000.

(b) Participation by the Board in the State's Office of Risk Management plan for self insurance shall be deemed to be compliance with the requirements of Section 10.07. Except in the case of self-insurance, all insurance required in this Section and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A- Class VIII by Best's Insurance Reports (property liability). All insurance policies provided by the Board shall expressly provide that the policies shall not be canceled or altered without 30 days' prior written notice to the board insurer; and shall, to the extent obtainable, provide that no act or omission of the Board which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. The Board may satisfy its obligation under this Section by appropriate endorsements of its blanket or excess insurance policies.

If the Board has made a good faith effort to obtain the above required coverages for the specified limits but is unable to secure such coverage levels because of unfavorable insurance market conditions, lower limits may be substituted with the approval of any Credit Facility provider.

(c) The provisions of this Section as to insurance required to be procured and maintained shall not limit or prohibit, or be construed as limiting or prohibiting, the Board from obtaining any other insurance with the permission of the State's Office of Risk Management or as otherwise required by law with respect to the Auxiliary Facilities or the use and occupancy thereof that it may wish to carry, but in the event the Board shall procure or maintain any such insurance not required by this Section, the cost thereof shall be at the expense of the Board.

**Section 10.08. *Application of Net Proceeds of Insurance.*** The Net Proceeds of any insurance carried pursuant to the provisions of Section 10.07 hereof shall be applied as follows to the extent such application is not inconsistent with PPM-10: (i) the Net Proceeds of insurance, other than liability or workers' compensation insurance, shall be applied as provided in Article VIII hereof and (ii) the Net Proceeds of the liability or worker's compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

**Section 10.09. *Additional Provisions Respecting Insurance.*** (a) All Net Proceeds of insurance policies evidencing any insurance carried pursuant to the provisions of Section 10.07 hereof (other than liability insurance or workers' compensation insurance) resulting from any claim for loss or damage to the Auxiliary Facilities shall be paid to the Board as required by Article VIII.

(b) All such policies, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Trustee; and prior to expiration of any such policy, the Board shall furnish the Trustee with evidence satisfactory to the latter that the policy has been renewed or replaced or is no longer required by the Bond Resolution.

(c) In lieu of separate policies, the Board may maintain blanket policies having the same coverage required herein in which event it shall deposit with the Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Auxiliary Facilities.

**Section 10.10. *Inspection of the Auxiliary Facilities.*** The Board agrees that any Credit Facility provider and the Trustee, or any of their duly authorized agents, shall have the right at all reasonable times to examine and inspect the Auxiliary Facilities. The Board further agrees that any Credit Facility provider and the Trustee, and their duly authorized agents, shall have reasonable rights of access to the Auxiliary Facilities.

**Section 10.11. *Board To Maintain its Existence; Conditions Under Which Exceptions Permitted.*** The Board agrees that it will make a good faith effort to maintain its existence or the existence of any successor as an entity that may issue obligations that are exempt from federal and state income taxation, will not dissolve or otherwise dispose of all or substantially all of its assets and unless required by law will not consolidate with or merge into another entity,

provided that the Board may, without violating the agreement contained in this Section, consolidate with or merge into another, or permit the consolidation or merger into another, or permit the consolidation or merger into it, or sell or otherwise transfer to another all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity, as the case may be, (i) is an agency, board, department, instrumentality or political subdivision of the State and (ii) irrevocably and unconditionally assumes by means of an instrument in writing or by operation of law all of the obligations of the Board herein.

**Section 10.12. *No Superior Pledge.*** Except for existing Prior Lien Obligations, the Board shall grant no security interest or lien of any type in the Auxiliary Revenues which is superior to the security interest created by Section 6.01(a) and shall issue no debt or obligation which is to be paid from Auxiliary Revenues prior to payment of principal of and interest on the Bonds and the other payments required hereunder. Except as provided in Section 10.13 hereof, the Board shall grant no security interest or lien or encumbrance of any type on the Auxiliary Revenues which is on a parity with the pledge made by Section 6.01(a).

**Section 10.13. *Additional Bonds.*** The Board shall issue no bonds, notes or other obligations secured by Auxiliary Revenues except as Subordinated Debt pursuant to Section 2.04 hereof or as Additional Bonds pursuant to this Section. The Board may issue Additional Bonds secured by Auxiliary Revenues which shall be on a parity with the Bonds only as and to the extent authorized and described in a Supplemental Resolution provided that, at the time of issuance thereof, no Event of Default or event which with notice or lapse of time, or both, would constitute an Event of Default shall have occurred and be continuing, unless such event will be cured upon issuance of such Bonds and either the application of the proceeds thereof or the placing in service of any facilities financed thereby or both. Each of the categories described herein is a separate authorization for Additional Bonds.

(a) Additional Bonds may be issued without the need for prior approval of Bondholders or any Credit Facility provider provided that the Debt Service Coverage Ratio for each of the last two completed Fiscal Years for which the financial statements of the Board have been reported upon by an Accountant, taking into account all Prior Lien Obligations, the Series 1994 Bonds, other Bonds previously issued and the Additional Bonds then proposed to be issued, is not less than 1.75 and an Authorized Board Representative's certificate so certifying and setting forth in sufficient detail the computation thereof is filed with the Trustee and any Credit Facility provider along with the financial statements and report of Accountants thereon if they are not already on file with the Trustee and the Credit Facility providers.

(b) Should the Debt Service Coverage Ratio be less than that required by paragraph (a) above, and Additional Bonds are proposed to be issued to fund improvements, renovations or new construction, such Additional Bonds may be issued if (i) a Projection demonstrates compliance with the Debt Service Coverage Ratio required by paragraph (a) upon completion of the improvements, renovations or new

construction and (ii) the Board shall have received the prior written approval of all Credit Facility providers. Such Projection shall be filed with any Credit Facility provider and the Trustee by an Authorized Board Representative.

(c) Refunding Bonds may be issued.

(d) Subordinated Debt secured by Auxiliary Revenues may be issued as provided in Section 2.04.

**Section 10.14. Keeping of Books; Audit.** The Board shall keep proper books of record and account, in which full and correct entries shall be made of all of its financial transactions, assets and operations in accordance with generally accepted accounting principles consistently applied.

The Board shall deliver to any Credit Facility provider as soon as available after the end of each fiscal year a statement of its financial position as of the end of such fiscal year and the related statements of revenues and expenses, fund balances and changes in fund balances for such fiscal year, and the figures for the previous fiscal year, all prepared in accordance with generally accepted accounting principles and reported on by the Legislative Auditor of the State of Louisiana whose report shall state that such financial statements present fairly the Board's financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year or shall have such qualifications, exceptions or comments regarding matters not material to the security for the Bonds. Simultaneously with the delivery of each set of financial statements referred to in the preceding paragraph, it shall deliver to any Credit Facility provider a certificate of an Authorized Board Representative stating whether there exists on the date of such certificate any Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default and, if any Event of Default or such event then exists, setting forth the details thereof and the action that the Board is taking or proposes to take with respect thereto.

**Section 10.15. Disposition of Auxiliary Facilities.** So long as any Bonds are outstanding and unpaid or any other amount is owing under the Bond Resolution, the Board will not dispose of any of the Auxiliary Facilities, but will continue to own and operate such facilities and continue to charge such rates, rentals and charges for the use and enjoyment of the same as will provide funds sufficient to pay and discharge the Bonds and the interest thereon as they respectively mature and to pay all other amounts required to be paid hereunder. However, notwithstanding the above, if the Debt Service Coverage Ratio is no less than 1.75 for each of the last two completed Fiscal Years for which the financial statements of the Board have been reported upon by an Accountant, the Board may transfer or dispose of property which is part of an Auxiliary Facility:

(a) as permitted in Section 10.05;

(b) in the ordinary course of business:

(c) if such property is replaced promptly by other property of comparable utility;

(d) to any Person in connection with an operating lease of property to such Person, provided such lease revenues received by the board shall be deemed to be Auxiliary Revenues;

(e) to any Person if the transfer is pledged on a parity basis as security for Outstanding Bonds and the Additional Bonds issued under Section 10.13;

(f) to any Person if the transfer relates solely to non-revenue-producing assets, or assets for which the costs of operation and maintenance exceed the revenues produced, as certified in an Authorized Board Representative's certificate delivered to the Trustee and any Credit Facility provider at the time of such disposition, and such transfer constitutes a sale or exchange of such assets in an arm's-length transaction; or

(g) to any Person if there shall be filed with the Trustee and any Credit Facility provider an Authorized Board Representative's certificate, accompanied by and based upon financial statements for the most recent Fiscal Year for which such statements were reported on by an Accountant, demonstrating that the Debt Service Coverage Ratio for such period would not have been reduced, or would not have been reduced below 1.75, if the amount of the proposed transfer was effected as of the beginning of such period.

**Section 10.16. No Competing Facilities.** After the issuance of the first series of the Bonds, the Board shall not acquire or construct any revenue-producing facilities of the type operated by the Auxiliary Enterprises unless such facilities are acquired or constructed by the Auxiliary Enterprises or are otherwise by a supplemental resolution made to be Auxiliary Facilities.

**Section 10.17. Rate Maintenance Covenant: Rules and Adequacy of Charges for Use of the Auxiliary Facilities.** The Board covenants that it will establish and maintain, so long as any of the Bonds remain Outstanding, such fees, rates and charges for the use and enjoyment of the Auxiliary Facilities and the services provided thereby as shall be necessary to assure adequate occupancy and use of the same and the services afforded thereby and as shall provide and generate Auxiliary Revenues pursuant to clause (i) of the definition of Auxiliary Revenues projected to equal no less than the amount required for payment of the Debt Service Requirements on the Bonds Outstanding, debt service on Prior Lien Obligations, Current Expenses of the Auxiliary Facilities, the Reserve Requirement on the Bonds and to make all other payments and charges as are required under the Bond Resolution.

**Section 10.18. Delivery of Information.** So long as any of the Bonds are Outstanding, the Board will prepare annual statements or audits of collections and disbursements in sufficient detail to show compliance with the requirements hereof, and will deliver a copy of such statements or audits promptly after completion to: (a) any Credit Facility provider; (b) any Owner upon written request with the Board to receive an annual statement; and (c) Moody's if

the bonds are then rated by Moody's, and Standard & Poor's if the Bonds are then rated by Standard & Poor's.

**Section 10.19. *Tax Matters.*** The Board covenants and agrees that, to the extent permitted by the laws of the State, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Board further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken or permit at any time or times any of the proceeds of the Bonds or any other funds of the Board to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Certificates to be "private activity bonds".

An Authorized Board Representative is hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section, including No-Arbitrage certificates for each Series of Bonds.

## ARTICLE XI

### FIDUCIARIES

**Section 11.01. *Appointment of Trustee; Paying Agent.*** (a) The Board hereby appoints Hancock Bank of Louisiana, Baton Rouge, Louisiana as Trustee under the Bond Resolution. The Trustee shall signify its acceptance of such position by a written acceptance delivered to the Board on or prior to the date of issuance of the Series 1994 Bonds. By such acceptance the Trustee will accept the trusts imposed upon it by this General Bond Resolution and any Supplemental Resolution and agree to perform said trusts, but only upon and subject to the following express terms and conditions:

(i) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Bond Resolution. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by the Bond Resolution, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs, subject, however, to the express provisions of the Bond Resolution.

(ii) The Trustee may perform any of its duties hereunder by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed. The Trustee may act upon the opinion or advice of any attorneys approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(iii) The Trustee shall not be responsible for any recital herein except as the same may relate to itself or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of the Bond Resolution or any amendments hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(iv) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered under the Bond Resolution. The Trustee may become the owner of the Bonds secured hereby with the same rights which it would have if not the Trustee.



(v) Unless an officer of the corporate trust department of the Trustee shall have actual knowledge thereof, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Board to cause to be made any of the payments of principal of or interest on the Bonds or to make any other payment to the Trustee required hereunder unless the Trustee shall be specifically notified in writing of such default by the Board or any Credit Facility provider or a court of law or any Owner of Bonds. All notices or other instruments required by the Bond Resolution to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(vi) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper Person or Persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Board. Any action taken by the Trustee pursuant to the Bond Resolution on the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(vii) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Board Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has knowledge or is deemed to have notice pursuant to Section 11.01(a)(v) shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Board Representative or the Secretary of the Board to the effect that a resolution in the form therein set forth has been adopted by the Board as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(viii) The permissive right of the Trustee to do things enumerated in the Bond Resolution shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(ix) At any and all reasonable times, the Trustee or any Credit Facility provider and the duly authorized agents, attorneys, experts, engineers, accountants and representatives of the Trustee or any Credit Facility provider

shall have the right to inspect any and all of the books, papers and records of the Board relating to the Auxiliary Revenues and the Bonds. The Board and any Credit Facility provider and the duly authorized agents, attorneys, experts, engineers, accountants and representatives of either of them shall have the right to inspect all of the books, papers and records of the Trustee pertaining to the Bonds and the Bond Resolution and to take such memoranda from and in regard thereto as may be desired.

(x) The Trustee shall not be required to give any bond or surety in respect of the Bond Resolution.

(xi) Notwithstanding anything elsewhere in the Bond Resolution contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of the Bond Resolution, to require any showings, certificates, opinions, appraisals or other information, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purposes of establishing the right of the Board to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(xii) Before taking the action referred to in Sections 14.01 or 14.05 hereof, the Trustee may require that it be furnished with (i) an indemnity bond or other commitment reasonably satisfactory to the Trustee to pay or indemnify it for, and/or cash in the Trustee's reasonable judgment sufficient to pay, all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken or (ii) such other reasonable protection as may be satisfactory to the Trustee.

(xiii) All moneys received by the Trustee shall be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(b) The Board shall appoint a Paying Agent for each Series of the Bonds pursuant to the Supplemental Resolution authorizing each Series. The Paying Agent for any Series may be the Trustee. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering to the Board a written acceptance thereof. Provisions regarding the duties and responsibilities of the Paying Agent shall be set forth in the respective Supplemental Resolution.

(c) The Chairman or Vice Chairman and the Secretary of the Board are hereby empowered to execute on behalf of the Board appropriate contracts with the Trustee and the Paying Agents as may be appointed from time to time by the Board.

**Section 11.02. Fees, Charges and Expenses of Trustee.** The Trustee shall be entitled to payment and reimbursement from the Board from the Auxiliary Revenues for reasonable fees for its services rendered hereunder and all advances, fees of attorneys and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Upon an Event of Default, but only upon an Event of Default and notwithstanding anything to the contrary in the Bond Resolution, the Trustee shall be paid prior to payment on account of principal of or interest on any Bond upon the Auxiliary Revenues for the foregoing fees, charges and expenses incurred or reasonably expected to be incurred by it, provided that the Trustee shall have no right to any proceeds of any Credit Facility, which proceeds shall be used only to make payments owed by any Credit Facility provider in respect of defaulted principal of and interest on the Bonds.

**Section 11.03. Notice to Bondholders if Default Occurs.** If the Trustee has knowledge of an Event of Default, or is deemed to have notice of an Event of Default pursuant to Section 11.01(a)(v), then the Trustee shall promptly give written notice thereof by first-class mail to the Owners of all Bonds then Outstanding. Similar notice shall be given of the curing or waiver of any Event of Default.

**Section 11.04. Intervention by Trustee.** In any judicial proceeding to which the Board is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by any Credit Facility provider or the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

**Section 11.05. Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall automatically be and become successor trustee hereunder and vested with all of the title to the Auxiliary Revenues and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 11.06. Resignation by Trustee.** The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving 30 days' written notice by registered or certified mail to the Board and any Credit Facility provider and the Owner of each Bond, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to Section 11.08 and the acceptance of such appointment by such successor.

**Section 11.07. *Removal of Trustee.*** The Trustee may be removed at any time by the Board or by the Owners of a majority in aggregate principal amount of the Outstanding Bonds with the consent of the Board by delivery of an instrument or concurrent instruments in writing delivered to the Trustee.

**Section 11.08. *Appointment of Successor Trustee; Temporary Trustee.*** (a) In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, the Board shall promptly appoint a successor, by an instrument or concurrent instruments in writing signed by an Authorized Representative of the Board or by their attorneys in fact, duly authorized.

(b) Notice of the appointment of a successor Trustee shall be given by the predecessor Trustee in the same manner as provided by Section 11.06 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section 11.08 shall be a trust company or bank in good standing duly authorized to exercise trust powers, be subject to examination by a federal or state authority, have a reported capital and surplus of not less than \$50,000,000 and have a corporate trust office in the State, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(c) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Owners of at least 10% of the Bond Obligation may petition any court of competent jurisdiction for the appointment of a successor Trustee.

**Section 11.09. *Concerning Any Successor Trustee.*** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Board an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Board, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys, documents and other property held by it as Trustee hereunder to its successor hereunder.

**Section 11.10. *Paying Agent Protection.*** The paying agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 9.01 hereof with respect to the Trustee insofar as such provisions may be applicable, and shall likewise be liable for any negligent or willful acts.

## ARTICLE XII

### AMENDMENTS AND SUPPLEMENTS

**Section 12.01. *Supplemental Resolutions Issuing a Series of the Bonds.*** A Supplemental Resolution or Resolutions may be adopted for the purpose of issuing the Series 1994 Bonds or any other Series of Bonds, specifying the matters set forth in Section 2.03 hereof, without the consent of the Owners of any Outstanding Bonds or any Credit Facility provider assuming compliance with the terms of Section 10.13(a) hereof. A certified copy of each such Supplemental Resolution must be filed with the Trustee. Prior to adoption of any Supplemental Resolution for the purpose of issuing Bonds hereunder, there shall be filed with the Trustee an Opinion of Counsel to the effect that (i) the Board has the right and power to adopt the Supplemental Resolution, and the Supplemental Resolution has been duly and lawfully adopted by the Board, is in full force and effect and is valid and binding upon the Board in accordance with its terms, and no other authorization for the Supplemental Resolution is required; (ii) the Bond Resolution creates the valid pledge which it purports to create of the Auxiliary Revenues with respect to the security for the Bonds of such Series; and (iii) the Bonds of such Series will be valid and binding obligations of the Board as provided in the Bond Resolution and entitled to the benefits of the Bond Resolution as amended to the date of such Opinion of Counsel, and the Bonds of such Series will have been duly and validly authorized and issued in accordance with the law and in accordance with the Bond Resolution; provided, that such Opinion of Counsel may take exceptions, including but not limited to seizure of State property, restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws, judicial decisions and principles of equity relating to the enforcement of creditors' rights generally or contractual obligations and judicial discretion and the valid exercise of the sovereign police powers of the State and of the constitutional power of the United States of America.

**Section 12.02. *Amendments Without Consent of Owners.*** For any one or more of the following purposes and at any time from time to time, a Supplemental Resolution may be adopted amending the Bond Resolution other than as described in Section 12.01 hereof without the consent of any of the Owners, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer, together with the legal opinion required by Section 12.01, shall be fully effective in accordance with its terms;

(a) to provide limitations and restrictions in addition to the limitations and restrictions contained in the Bond Resolution on the registration and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) to add to the covenants and agreements of the Board in the Bond Resolution other covenants and agreements to be observed by the Board which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;

(c) to add to the limitations and restrictions in the Bond Resolution other limitations and restrictions to be observed by the Board which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;

(d) to surrender any right, power or privilege reserved to or conferred upon the Board by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Board contained in the Bond Resolution;

(e) to determine matters and things relating to the issuance of a Series of Bonds other than those matters referred to in Section 12.01 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;

(f) to confirm, as further assurance, any pledge under, and the subjection to any pledge created or to be created by, the Bond Resolution, of the Auxiliary Revenues or of any other moneys and funds pledged hereunder;

(g) to otherwise modify any of the provisions of the Bond Resolution in any respect whatever, provided that (i) such modification shall be effective only after all Bonds of any Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange thereof or in place thereof;

(h) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Resolution; provided that the written consent of the Trustee shall be required before any amendment is made pursuant to this subparagraph;

(i) to insert such provisions clarifying matters or questions arising under the Bond Resolution as are necessary or desirable; provided that the written consent of the Trustee shall be required before any amendment is made pursuant to this subparagraph;

(j) to effect any changes necessary to enable the Board to obtain or maintain a rating for any Series of Bonds by Moody's Investors Service, Inc. or Standard & Poor's Ratings Group, a division of McGraw Hill, so long as the changes effected thereby shall not adversely affect the rights of any of the Owners or the provider of any Credit Facility;

(k) so long as no Bonds are Outstanding, to modify, amend or supplement the Bond Resolution in any respect;

(l) to modify the definition of Auxiliary Revenues, provided no such modification shall result in a material adverse change in collections thereof; or

(m) to make any other change which, in the opinion of the Trustee, is not prejudicial to the interests of any Owner.

**Section 12.03. *Amendments with Consent of Owners.*** Any modification or amendment of the Bond Resolution or of the rights and obligations of the Board and of the Owners of the Bonds hereunder, other than as described in Sections 12.01 and 12.02 hereof, requires the consent of the Owners of at least a majority of the Bond Obligation. Such amendments shall be made by a Supplemental Resolution with the written consent (i) of the Owners of a majority of the Bond Obligation at the time such consent is given, (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Owners of a majority of the aggregate principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given: except that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series and maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Bond Obligation under this Section. No such modification or amendment shall permit a change in the terms of redemption (including mandatory redemption) or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption dates or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of each such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, without the consent of the Owners of all of the Bonds then Outstanding. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of the Bond Resolution if the same adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing provisions Bonds of any particular series or maturity would be affected by a modification or amendment of the Bond Resolution, and any such determination shall be binding and conclusive on the Board and all Owners. The Trustee may receive an Opinion of Counsel as conclusive evidence as to whether Bonds of any particular Series or maturity would be so affected by any such modification or amendment of the Bond Resolution, and the legal opinion described in Section 12.01.

**Section 12.04. *Exclusion of Bonds.*** Bonds owned or held by or for the account of the Board shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in the Bond Resolution, and the Board shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in the Bond Resolution. The Board shall furnish the Trustee a certificate of an Authorized Officer of the Board, upon which the Trustee may rely, describing all Bonds so to be excluded.

**Section 12.05. *Notation on Bonds.*** Bonds registered and delivered after the effective date of any action taken as provided in this Article XII may, and if the Trustee so determines

shall bear a notation by endorsement or otherwise in form approved by the Board and the Trustee as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for such purpose at the principal office of the Trustee suitable notation shall be made on such Bond by the Trustee as to any such action. If the Board or the Trustee shall so determine, new Bonds so modified as in the opinion of the trustee and the Board to conform to such action shall be prepared and delivered, and upon demand of the Owner, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds.

**Section 12.06. *Opinion Required.*** Each Supplemental Resolution adopted pursuant to Section 12.01 or 12.02 shall be filed with the Trustee, together with an Opinion of Counsel stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Bond Resolution, is authorized or permitted by the Bond Resolution, is valid and binding upon the Board and is enforceable in accordance with its terms, subject to certain exceptions, including but not limited to, seizure of State property, applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws, judicial decisions and principles of equity relating to the enforcement of creditors' rights generally or contractual obligations, judicial discretion and the valid exercise of the sovereign police powers of the State and of the constitutional power of the United States of America.

**Section 12.07. *Notice of Amendment.*** Promptly following the adoption by the Board pursuant to Section 12.01 or 12.02 of a resolution amending the Bond Resolution, the Board shall prepare and deliver to the Trustee, and the Trustee shall then mail to each Bondholder, a notice to the Bondholders describing such resolution and stating that upon request the Trustee will mail a copy of such resolution to any Bondholder or person which represents that it is a beneficial owner of Bonds. The Trustee shall also file a copy of such notice and the resolution with the Municipal Securities Information Library ("MSIL") operated by the Municipal Securities Rulemaking Board, if the MSIL will accept them.



## ARTICLE XIII

### DISCHARGE OF RESOLUTION

**Section 13.01. General.** If the Board shall pay or cause to be paid, other than by any Credit Facility, to the Owner of any Bond secured hereby, the principal of and interest due and payable, and thereafter to become due and payable, upon such Bond, or any portion of such Bond in the amount of the minimum authorized denomination or any integral multiple thereof, such Bond or portion thereof shall cease to be entitled to any pledge, benefit or security under the Bond Resolution, except as provided in Section 3.06 and as provided in the following paragraph. If the Board shall pay or cause to be paid (other than by any Credit Facility) to the Owners of all the Bonds secured hereby the principal of and interest due and payable, and thereafter to become due and payable thereon, and shall pay or cause to be paid (other than by any Credit Facility) all other sums payable hereunder by the Board, then, and in that case, the right, title and interest of the Trustee herein shall thereupon cease, terminate and become void, except as provided in Section 3.06 and this Article. In such event, the Trustee shall assign, transfer and turn over to the Board all property held by the Trustee hereunder (except as provided in Section 3.06 and the following paragraph), provided that all payments required by any No-Arbitrage Certificate have been made.

Notwithstanding the release and discharge of the pledge of the Bond Resolution as provided above or that any Bond is deemed paid pursuant to the following paragraph, those provisions of the Bond Resolution relating to the maturity of the Bonds, interest payments and dates thereof, redemption, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, arbitrage rebate, drawing upon any Credit Facility and the rights and duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee, any Credit Facility provider and the Bondholders until such time as the Owners of all Bonds have been paid in full.

**Section 13.02. Bonds Deemed Paid.** Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of the Bond Resolution when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein), either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for by irrevocably depositing with the Trustee or an escrow agent in trust and irrevocably setting aside exclusively for such payment (1) moneys sufficient to make such payment and/or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, reimbursements and expenses of the Trustee and any paying agent, registrar, authenticating agent, co-registrar or transfer agent pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or

entitled to the benefits of the Bond Resolution, except for the purposes of any such payment from such moneys and Government Obligations and except as provided in the preceding paragraph.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid (1) until the Board shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(i) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by the Bond Resolution);

(ii) to call for redemption pursuant to the Bond Resolution any Bonds to be redeemed prior to maturity pursuant to clause (i) of this paragraph; and

(iii) if all the Bonds are not to be redeemed within 30 days, to mail as soon as practicable, in the manner prescribed by Article V hereof, a notice to the Owners of such Bonds that the deposit required by (a)(ii) above has been made with the Trustee or an escrow agent and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in clause (i) of this paragraph (and, if any optional call provisions relating to such Bonds would permit their call prior to the date stated in clause (i), the notice shall describe such provisions or, if the Board has waived its right to exercise them, shall so state);

and (2) if any Bonds are to be redeemed within the next 30 days, until proper notice of redemption of those Bonds has been given pursuant to Article V hereof.

Any moneys so deposited with the Trustee as provided in the two foregoing paragraphs may at the direction of the Board also be invested and reinvested by the Trustee in Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all such Government Obligations in the hands of the Trustee which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be paid to the Board as and when realized if not needed to pay any fees or expenses provided for hereunder.

No deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Notwithstanding any provision of any other Article of the Bond Resolution which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and interest thereon when due and such Bonds and interest shall not have in fact been actually paid in full when due, no amendment to the provisions of this Article shall be made without the consent of the Owner of each Bond affected thereby.

Notwithstanding any other provision of the Bond Resolution, in the event that the principal, redemption price, if applicable, or interest due on any Bond shall be paid by any Credit Facility provider the pledge of the Auxiliary Revenues, and all covenants, agreements and other obligations of the Board to the Bondholders, shall continue to exist, and the Credit Facility provider, shall be subrogated to the rights of such Bondholders.

Bonds may not be defeased pursuant to La.R.S. 39:1441, *et seq.* unless the Board complies with this Article XIII.

## ARTICLE XIV

### EVENTS OF DEFAULT AND REMEDIES

Section 14.01. *Events of Default.* If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) default in the due and punctual payment of any interest on any Bond;
- (b) default in the due and punctual payment of the principal of any Bond, whether at maturity or upon call for redemption;
- (c) default in the performance or observance of any covenant, agreement or condition on the part of the Board contained in this Resolution, any Supplemental Resolution or in the Bonds (other than those set forth in (a) and (b) above or (f), (h), (i), (k) or (l) below) and failure to remedy the same within 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Board by any Credit Facility provider or the Trustee, unless any Credit Facility provider and Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Bondholders, any Credit Facility provider and Trustee, but cannot be cured within the applicable 30-day period, any Credit Facility provider and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Board within the applicable period and diligently pursued until the failure is corrected; and provided further that if by reason of Force Majeure the Board is unable in whole or in part to carry out the agreements on its part herein contained, the Board shall not be deemed in default under this Section 14.01(c) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default). The term "Force Majeure," as used herein, shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority (other than the Board); insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Board;
- (d) any warranty, representation or other statement by or on behalf of the Board contained in the Bond Resolution or in any instrument furnished in compliance with or in reference to the Bond Resolution is false or misleading in any material respect;
- (e) a petition is filed against the Board under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within

60 days after such filing, but any Credit Facility provider and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 60 days to protect their interests and the interests of the Owners of the Bonds;

(f) the Board files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law;

(g) the Board admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Board for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Credit Facility providers and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect their interests and the interests of the Owners of the Bonds;

(h) the Board shall fail to observe and perform any of the covenants referred to in Sections 6.01, 10.11, 10.12 and 10.13;

(i) default under any agreement to which the Board is a party evidencing, securing or otherwise respecting any debt payable out of any of the Auxiliary Revenues;

(j) any material provision of the Resolution shall at any time for any reason cease to be valid and binding on the Board, or shall be declared to be null and void, or the validity or enforceability of any thereof shall be contested by the Board or any governmental agency or authority (other than the Board), or the Board shall deny any further liability or obligation under the Resolution;

(k) if, while any Bonds are Outstanding, the State has altered the rights and duties of the Board or its successor under the constitution and laws of the State, as in force on the date of the Resolution, so as to materially impair the ability of the Board or its successor to fulfill the terms of any agreements made with Owners of the Bonds, or taken any other legislative or executive action, so as to materially impair the rights and remedies of the Bondholders; or

(l) the findings or covenants in any No-Arbitrage Certificate are false or not adhered to and such causes interest on the Bonds to become taxable.

For purposes of a determination as to whether a default has occurred under (a) or (b) above, no effect shall be given to payments made by any Credit Facility provider.

**Section 14.02. Remedies; Rights of Bondholders.** Upon the occurrence of an Event of Default:

(a) the Trustee shall, only with the written consent or at the direction of all Credit Facility providers, by notice in writing given to the Board, declare the principal amount of all Bonds then outstanding and the interest accrued thereon to be immediately due and payable and said principal and interest shall thereupon become immediately due and payable. In the event the maturity of the Bonds is accelerated, any Credit Facility provider may elect in its sole discretion to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent such principal and interest has not been paid by the Board) and the Trustee shall be required to accept such amounts. Upon the payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Credit Facility provider's obligations under the Credit Facility shall be fully discharged. If the Credit Facility provider is in payment default under the Credit Facility, the owners of not less than fifty percent (50%) of the Bond Obligations may direct such acceleration.

(b) with the consent or at the direction of the Credit Facility provider, the Trustee, to the extent allowed by law, shall be entitled by mandamus or other suit, action or proceeding in any court of competent jurisdiction to require the Board and its officers, agents and employees to do all things necessary to carry out the requirements and provisions of the Bond Resolution and to perform their duties and obligations hereunder. Any such suit, action or proceeding may also request the enjoining of any acts or things which would constitute a violation of the terms of the Bond Resolution, and may request an order requiring the Board to act as though it were the trustee of an express trust.

The Trustee may also pursue any other available remedy at law or in equity or by statute or enforce the payment of the principal of and interest on the Bonds then Outstanding or to enforce any other provision of the Bond Resolution or the Bonds.

(c) If requested so to do by the Credit Facility provider or, with the Credit Facility provider's consent, the Owners of twenty-five percent (25%) or more of the Bond Obligation and indemnified as provided in Section 11.01(xii) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 11.02 as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders and the Credit Facility provider.

No right or remedy by the terms of the Bond Resolution conferred upon or reserved to the Trustee (or to the Bondholders or Credit Facility provider) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the Bondholders or Credit Facility provider hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission in exercising any right or remedy accruing upon any default or Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders or Credit Facility provider, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

**Section 14.03. Right of Bondholders To Direct Proceedings.** Anything in the Bond Resolution to the contrary notwithstanding, the Credit Facility provider or, with the consent of the Credit Facility provider, the Owners of a majority of the Bond Obligation shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place and all other aspects of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Bond Resolution, or for any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Bond Resolution.

**Section 14.04. Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIV shall, after payment of the costs and expenses of the proceedings, including attorneys' fees received in connection therewith, resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other fees or expenses owed to the Trustee hereunder, be applied as follows:

**FIRST**—To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds (including interest on past due principal and interest), in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

**SECOND**—To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at stated maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which moneys are held pursuant to the other provisions of the Bond Resolution), in the order of their due dates and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege; and

**THIRD**—To be held for the payment to the Persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which thereafter become due and to make any other use of such moneys required by Article VII and, if the

amount available shall not be sufficient to pay in full principal and interest due on any particular date, payment shall be made according to subparagraphs FIRST and SECOND, provided that unless all Events of Default have been cured or waived, no funds shall be paid to the Board pursuant to Section 7.07 without the Credit Facility provider's consent.

Whenever moneys are to be applied pursuant to the provisions of this Section 14.04, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts to be paid on such date shall cease to accrue. The Trustee shall give such notice (subject to the following two sentences) as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment (except payments of interest to any Credit Facility provider) to the Owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid. The Trustee shall pay the defaulted interest, plus any interest payable on the defaulted interest, to the persons who are the Owners of Bonds at the close of its business on a special record date. The Trustee shall fix the special record date and at least 15 days before the special record date shall mail to the Owners of Bonds a notice that states the special record date, payment date and amount of interest to be paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section 14.04 and all expenses and charges of the Trustee, including attorneys' fees, have been paid and any amounts owing to any Credit Facility provider hereunder have been paid, any balance remaining in the Funds (except amounts held pursuant to Section 11.02 or Article XIII) shall be paid as provided in Section 7.07 hereof.

**Section 14.05. Remedies Vested in Trustee.** All rights of action (including the right to file proof of claims) under the Bond Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of all the Outstanding Bonds and any Credit Facility provider.

**Section 14.06. Rights and Remedies of Bondholders.** No Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Bond Resolution, unless (a) a default has occurred, (b) such default shall have become an Event of Default and the Owners of not less than 25% of the Bond Obligation shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.01(xii) hereof, (d) the Trustee shall for 60 days after receipt of such request and



indemnification fail or refuse to exercise the rights and remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name and (e) any Credit Facility provider shall have consented to such suit; and such request and offer of indemnity and consent are hereby declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of the Bond Resolution. No one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the pledge of the Bond Resolution by its, his or their action or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Bonds then Outstanding and any Credit Facility provider. However, nothing contained in the Bond Resolution shall affect or impair the right of any Bondholder or the owner of any rights with respect to payment of interest on a Bond to enforce the payment of the principal of and interest on any Bond at and after the maturity or redemption date thereof, or the obligation of the Board to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners at the time and place, from the source and in the manner in the Bond Resolution and in the Bonds expressed.

**Section 14.07. *Waivers of Events of Default.*** The Trustee may at its discretion, but only with consent of any Credit Facility provider relative to the particular Series of the Bonds in question, waive any Event of Default hereunder and its consequences and shall do so upon the written request of such Credit Facility provider or, with the consent of such Credit Facility provider and the Owners of (a) more than two-thirds of the Bond Obligation if a default in the payment of principal or interest, or both, exists, or (b) more than one-half of the Bond Obligation in the case of any other default; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or on any mandatory sinking fund redemption date specified therein or (b) any default in the payment when due of the interest on any Outstanding Bond, unless prior to such waiver all arrears of interest or all arrears of payments of principal when due, as the case may be, with interest on overdue principal and interest at the rate borne by such Bond, and all expenses of the Trustee in connection with such default, shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Board, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

**Section 14.08. *Opportunity To Cure Defaults.*** With regard to any alleged default concerning which notice is given to the Board under the provisions of Section 14.01(c), and to the extent authorized by law, the Board hereby grants the Trustee and any Credit Facility full authority for the account of the Board to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Board with full power to do any and all things and acts to the same extent that the Board could do and perform any such things and acts and with power of substitution.

## ARTICLE XV

### MISCELLANEOUS

**Section 15.01. *Loss by a Credit Facility provider of Right To Consent.*** All provisions hereof regarding consents, approvals, directions, appointments or requests by a Credit Facility provider (but not subrogation rights) shall be deemed to not require or permit such consents, approvals, directions, appointments or requests by a Credit Facility provider and shall be read as if the Credit Facility provider were not mentioned therein during any time in which (a) the Credit Facility provider is in default in its obligation to make payments under the Credit Facility; (b) a final, nonappealable order of a court having competent jurisdiction in the premises shall be entered declaring any material provision of the Credit Facility at any time, for any reason, invalid and not binding on any Credit Facility provider or declaring any material provision of the Credit Facility null and void; or (c) the Credit Facility provider is insolvent and not capable of fulfilling its obligations under the Credit Facility.

**Section 15.02. *Parties Interested Herein.*** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Bond Resolution or the Bonds is intended or shall be construed to give to any Person other than the Trustee, the Owners of the Bonds and a Credit Facility provider, any legal or equitable right, remedy or claim under or in respect to the Bond Resolution or any covenants, conditions and provisions herein contained; the Bond Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Trustee and the Owners of the Bonds and any Credit Facility provider as herein provided. Anything in the Bond Resolution to the contrary notwithstanding, any Credit Facility provider is a third-party beneficiary of those provisions herein which relate to the making of payments to or following the directions of or giving of notice to or consent by or the performance of other acts to benefit it, and all such provisions shall be enforceable by any Credit Facility provider.

**Section 15.03. *Successors and Assigns.*** Whenever in the Bond Resolution the Board is named or referred to, it shall be deemed to include its respective successors and assigns and all the covenants and agreements in the Bond Resolution contained by or on behalf of the Board shall bind and inure to the benefit of its respective successors and assigns whether so expressed or not.

**Section 15.04. *Severability.*** In case any one or more of the provisions of the Bond Resolution or the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds, which would not otherwise be valid or legal, shall be deemed to apply to the Bond Resolution and the Bonds.

**Section 15.05. Headings Not Controlling.** The headings of the several Articles and Sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**Section 15.06. Notices.** Any request, demand, authorization, direction, notice, consent or other document provided or permitted by the Bond Resolution shall be sufficient for any purpose under the Bond Resolution (except as otherwise provided in the Bond Resolution), when mailed by registered or certified mail, return receipt requested, postage prepaid, sent by telegram, or telex or telecopy or other similar facsimile communication, confirmation received, or when given by telephone, confirmed in writing, sent by any of the above methods on the same day, addressed to the parties as follows at the following addresses (or such other address as may be provided by any party by notice) and shall be deemed to be effective upon receipt:

- If to the Board:
- (1) Vice President of Administration and Finance for  
the Louisiana State University System  
111 System Building  
Baton Rouge, LA 70803  
Facsimile: (504) 388-5524
  - (2) Vice Chancellor of Business Affairs for  
Louisiana State University and  
Agricultural and Mechanical College  
330 Thomas Boyd Hall  
Baton Rouge, LA 70803-2701  
Facsimile: (504) 388-5403

If to the Trustee: Hancock Bank of Louisiana  
8555 United Plaza Boulevard, Suite 301  
Baton Rouge, Louisiana 70809

Attention: Corporate Trust Department

**Section 15.07. Governing Law.** The Bond Resolution shall be construed and governed in accordance with the laws of the State.

**Section 15.08. Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may, unless otherwise provided in the Bond Resolution, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

**Section 15.09. *Authorization of the Board.*** Authorized Board Representatives are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out the provisions of this General Bond Resolution.

Whereupon the resolution was adopted this 17th day of June 1994 as follows:

YEAS:

NAYS:

ABSENT:

(Other items not pertinent hereto are omitted)

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By *Joseph Williams*  
(Vice) Chairman

ATTEST:

*William Klossberg*  
Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), do hereby certify that the foregoing sixty-two ( 62 ) pages constitute a true and correct copy of the resolution adopted by the Board on June 17, 1994, providing for the incurring of debt and issuance from time to time of revenue bonds, of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College payable from gross revenues of certain auxiliary enterprises; prescribing the form, fixing the details and conditions of such revenue bonds and providing for the payment of the principal and interest thereon and 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.

I further certify that said Resolution has not been amended or rescinded and is in full force and effect.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this, the 27<sup>th</sup> day of June, 1994.

Allen Kopping  
Secretary

[SEAL]

EXHIBIT A

[Form of Bond]

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE  
AUXILIARY REVENUE BOND  
SERIES \_\_\_\_\_

N . R— \_\_\_\_\_

\$ \_\_\_\_\_

INTEREST RATE

MATURITY DATE

DATED AS OF

CUSIP

%

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), being a constitutional corporation under the laws of the State of Louisiana (the "State"), for value received, hereby promises to pay to the Bond Owner specified above or registered assigns solely from the special funds provided therefor, the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption), and to pay from such special funds interest thereon on \_\_\_\_\_ and \_\_\_\_\_ of each year ("Interest Payment Date") commencing \_\_\_\_\_ at the Interest Rate per annum specified above, until the Principal Amount specified above is paid or duly provided for. This Series \_\_\_\_\_ Bond will bear interest from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the date of this Series \_\_\_\_\_ Bond. The principal of and premium, if any, on this Series \_\_\_\_\_ Bond is payable upon presentation and surrender hereof at the principal corporate trust office of \_\_\_\_\_ Bank, \_\_\_\_\_, Louisiana as paying agent

(the "Paying Agent"). Interest on this Series \_\_\_\_\_ Bond will be paid on each interest payment date (or, if such Interest Payment Date is not a Business Day, on the next succeeding Business Day), by check or draft mailed to the person in whose name this Series \_\_\_\_\_ Bond is registered (the "Bond Owner") in the registration records of the Board maintained by the Paying Agent and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Bond Owner hereof at the close of business on the Record Date and shall be payable to the person who is the Bond Owner hereof at the close of business on a Special Record Date, as described in the General Bond Resolution adopted June 17, 1994 and the First Supplemental Bond Resolution of the Board adopted \_\_\_\_\_ authorizing the issuance of this Series \_\_\_\_\_ Bond (collectively, the "Bond Resolution"), for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Bond Owners of the series of which this is one (the "Series \_\_\_\_\_ Bonds") not less than ten (10) days prior thereto.

The Series \_\_\_\_\_ Bonds are issuable as fully registered bonds in denominations of \$ \_\_\_\_\_ and any integral multiple thereof and are exchangeable for fully registered Series \_\_\_\_\_ Bonds of the same maturity in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Paying Agent, but only in the manner, subject to the limitations, and on payment of the charges provided in the Bond Resolution.

All terms defined in the Bond Resolution and not otherwise defined in this Series \_\_\_\_\_ Bond shall have the meaning given to those terms in the Bond Resolution.

*Optional Redemption.* Beginning on \_\_\_\_\_, the Board may redeem the Series \_\_\_\_\_ Bonds in whole on any date or in part as selected by the Trustee by lot (in denominations of \$ \_\_\_\_\_ or any integral multiple thereof) from time to time on any Interest Payment Date, at the following redemption prices (expressed in percentages of principal amount), plus accrued interest to the redemption date:

<u>Redemption Dates</u> <u>(Dates Inclusive)</u>	<u>Redemption Price</u>
	%

The Board shall give the Trustee at least 70 days' notice of any such redemption to be made. The notice shall specify the redemption date and the principal amounts and maturities of Series \_\_\_\_\_ Bonds to be redeemed.



**Extraordinary Optional Redemption.** The Board may at any time redeem all or any part (in the denomination of \$5,000 or any integral multiple thereof) of the Series \_\_\_\_\_ Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if over fifty percent (50%) of the Auxiliary Facilities, defined herein, are damaged, destroyed or taken by eminent domain or sold under the threat of condemnation and the Board elects to use the net proceeds of casualty insurance or condemnation or sale under threat of condemnation to redeem Series \_\_\_\_\_ Bonds rather than repair, replace, rebuild or restore the Auxiliary Facilities. Any such redemption must take place within 120 days following the receipt of casualty insurance or condemnation proceeds relating to such damage, destruction or taking.

The Board shall give the Trustee at least 70 days' notice of any such redemption to be made. The notice shall specify the redemption date and the principal amounts and maturities of Series \_\_\_\_\_ Bonds to be redeemed.

**Mandatory Sinking Fund Redemption.** The Board shall redeem the following principal amounts ("Sinking Fund Amounts") of the Series \_\_\_\_\_ Bonds maturing July 1, \_\_\_\_\_ (the "Term Bonds") on the following dates at a redemption price equal to their principal amount but without premium:

Redemption Date <u>(July 1)</u>	Principal <u>Amount</u>
------------------------------------	----------------------------

However, if Series \_\_\_\_\_ Bonds have been redeemed pursuant to Extraordinary Optional Redemption or Optional Redemption or if the Board has delivered Series \_\_\_\_\_ Bonds to the Trustee for cancellation, the Board may direct that any Sinking Fund Amount be reduced by an amount equal to all or a portion of the principal amount of any Series \_\_\_\_\_ Bonds so redeemed or delivered for cancellation (and not previously used to reduce any Sinking Fund Amount). The Board shall deliver any such direction at least 75 days before the redemption date.

If amounts are being held in the Principal Account to be used to redeem such Term Bonds, in lieu of such redemption the Board may, no later than 75 days before the redemption date, direct the Trustee to use part or all of such moneys to purchase such Term Bonds, in a principal amount not to exceed the next Sinking Fund Amount, which are presented to it by Bond Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series \_\_\_\_\_ Bonds shall not exceed the redemption price of the Series \_\_\_\_\_ Bonds which would be redeemed but for the operation of this paragraph (accrued interest to be paid from the same fund or account from which accrued interest would be paid upon the redemption of such Series \_\_\_\_\_ Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series \_\_\_\_\_ Bonds. All Series

\_\_\_\_\_ Bonds so purchased shall be cancelled and applied as a credit (in an amount equal to the principal amount of such Series \_\_\_\_\_ Bonds) against the next Sinking Fund Amount.

*Notice of Redemption of Series \_\_\_\_\_ Bonds.* At least 30 days but not more than 60 days before a redemption date pursuant to Extraordinary Optional Redemption or Optional Redemption, the Trustee shall mail a notice of redemption to the Bond Owner of each Series \_\_\_\_\_ Bond which is to be redeemed. The notice shall be sent by registered or certified mail if the Bond Owner holds \$1,000,000 or more in principal amount of Series \_\_\_\_\_ Bonds. The failure of the Trustee to mail notice of redemption to any Bond Owner or any defect in any notice of redemption shall not affect the validity of the redemption of any other Series \_\_\_\_\_ Bond.

If less than all the Series \_\_\_\_\_ Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series \_\_\_\_\_ Bonds or portion thereof to be redeemed.

Two Business Days prior to mailing notice to other Bond Owners, a copy of each notice of redemption shall be sent by the Trustee by certified or registered mail to each Depository which, or the nominee of which, holds any Series \_\_\_\_\_ Bonds, provided that the Trustee may, in its discretion, provide for overnight, telecopied or other form of notice to a Depository acceptable to or requested by such Depository. The Trustee shall send, on the same date notices are mailed to other Bond Owners, a copy of each notice of redemption by registered or certified mail to two national information services which disseminate redemption notices.

If a Series \_\_\_\_\_ Bond is not presented for payment on or within 30 days after its redemption date, the Trustee shall, as soon as reasonably possible, mail a second notice of redemption to the last Bond Owner of record of such Series \_\_\_\_\_ Bond, including the same information as in the first notice. The giving of such notice, or the failure to give such notice or any defect in such notice, shall not affect the validity of the redemption of any Series \_\_\_\_\_ Bonds.

*Exchange and Transfer of Series \_\_\_\_\_ Bonds.* The Board and the Paying Agent shall not be required to issue, register the transfer of or exchange (a) any Series \_\_\_\_\_ Bonds during a period beginning at the opening of business on the Regular Record Date and ending at the close of business on the Interest Payment Date or (b) any Series \_\_\_\_\_ Bond called for redemption prior to maturity during a period beginning on the opening of business fifteen (15) days before the date of the mailing of notice of redemption of such Series \_\_\_\_\_ Bonds and ending on the date of such redemption.

Upon surrender for registration of transfer of any Series \_\_\_\_\_ Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Series \_\_\_\_\_ Bonds of authorized denomination and maturity and like aggregate

principal amount. At the option of a Bond Owner, Series \_\_\_\_\_ Bonds may be exchanged for other Series \_\_\_\_\_ Bonds of authorized denominations of the same Series and maturity and like aggregate principal upon surrender at such office. Whenever any Series \_\_\_\_\_ Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange thereof the Series \_\_\_\_\_ Bond or Series \_\_\_\_\_ Bonds which the Bond Owner making the exchange shall be entitled to receive after receipt of the Series \_\_\_\_\_ Bonds to be transferred in proper form. All Series \_\_\_\_\_ Bonds presented for registration of transfer or exchange shall (if so required by the Board or the Paying Agent, be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to Paying Agent, duly executed by the Bond Owner or by such Bond Owner's duly authorized attorney. No charge shall be made to the Bond Owner for any exchange or transfer of Series \_\_\_\_\_ Bonds, but the Paying Agent may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

All Series \_\_\_\_\_ Bonds delivered upon any registration of transfer or exchange of Series \_\_\_\_\_ Bonds shall be valid obligations of the Board, evidencing the same debt and entitled to the same benefits under the Bond Resolution as the Series \_\_\_\_\_ Bonds surrendered. Prior to due presentment for registration of transfer of any Series \_\_\_\_\_ Bond, the Board, the Paying Agent, and any agent of the Board or the Paying Agent may treat the person in whose name any Series \_\_\_\_\_ Bond is registered as the absolute owner thereof for all purposes except to the extent otherwise provided hereinabove and in the Bond Resolution with respect to Record Dates and Special Record Dates for the payment of interest, whether or not such Series \_\_\_\_\_ Bonds shall be overdue, and shall not be bound by any notice to the contrary.

The Series \_\_\_\_\_ Bonds are issued by the Board pursuant to Sections 2181 through 2193 and 3351(A)(4) of Title 17 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 17:2181-2193 and 17:3351(A)(4)) and Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974 (collectively, the "Act") and other constitutional and statutory authority, which authorize the Board to borrow money, issue bonds, and pledge revenues for the payment thereof. The Series \_\_\_\_\_ Bonds are issued pursuant to the Bond Resolution for the purpose of paying the costs of \_\_\_\_\_ for the campus of Louisiana State University and Agricultural and Mechanical College (the "Project"), and funding a reserve fund and paying the costs of issuance of the Series \_\_\_\_\_ Bonds.

**THIS SERIES \_\_\_\_\_ BOND SHALL BE A SPECIAL AND LIMITED OBLIGATION OF THE BOARD PAYABLE SOLELY FROM AUXILIARY REVENUES. THIS SERIES \_\_\_\_\_ BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE UNIVERSITY, THE LSU SYSTEM, THE BOARD, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS. NEITHER THE STATE NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, OTHER THAN**

THE BOARD, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THIS SERIES \_\_\_\_\_ BOND OR THE INTEREST THEREON AND THIS SERIES \_\_\_\_\_ BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY AGENCY OR POLITICAL SUBDIVISION OR AGENCY THEREOF, OTHER THAN THE BOARD.

The Series \_\_\_\_\_ Bonds are equally and ratably secured by a pledge under the Bond Resolution of the Auxiliary Revenues, and the Series \_\_\_\_\_ Bonds shall enjoy a pledge thereof, subject and subordinate to Prior Lien Obligations, as defined in the Bond Resolution. Obligations in addition to the Series \_\_\_\_\_ Bonds, subject to expressed conditions, may be issued and made payable from the Auxiliary Revenues having a pledge thereof (i) subordinate and junior to the pledge relative to the Series \_\_\_\_\_ Bonds, or (ii) subject to additional expressed conditions, on a parity with the Series \_\_\_\_\_ Bonds, as provided in the Bond Resolution, subject to Prior Lien Obligations.

Auxiliary Revenues are defined to mean (i) the gross amount of all funds, monies or revenues held by the University and any earnings thereon derived or to be derived by Auxiliary Enterprises from self generated revenues from all fees, rates, rentals, charges or other receipts or income received from students or the public at large in connection with any undertaking, utilization or operation of Auxiliary Enterprises or Auxiliary Facilities, including operation or management thereof by private entities on behalf of the Auxiliary Enterprises, prior to the payment of Current Expenses; and (ii) all Funds and Accounts held pursuant to the General Bond Resolution or any Supplemental Resolution pertaining to a particular Series of Bonds except any fund created to hold monies pending rebate to the United States or for payment of costs of issuance of Bonds. Auxiliary Revenues shall not include funds, if any, appropriated by the Legislature of the State from time to time.

Reference to the Bond Resolution and any and all modifications and amendments thereof is made for the provisions, among others, with respect to the custody and application of the proceeds of the Series \_\_\_\_\_ Bonds, for a description of the nature and extent of the security for the Series \_\_\_\_\_ Bonds, the revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Owners of the Series \_\_\_\_\_ Bonds with respect thereto, the terms and conditions upon which the Series \_\_\_\_\_ Bonds are issued and a statement of rights, duties, immunities and obligations of the Board and the rights of the Owners. The acceptance of the terms and conditions of the Bond Resolution is an explicit and material part of the consideration of the Board's issuance of this Series \_\_\_\_\_ Bond, and each owner, by acceptance of this Series \_\_\_\_\_ Bond, agrees and assents to all such terms and conditions as if fully set forth herein.

To the extent and in the respects permitted by the Bond Resolution, the provisions of the Bond Resolution and of any resolution amendatory thereof or supplemental thereto may be modified or amended by action on behalf of the Board taken in the manner and subject to the

conditions and exceptions prescribed in the Bond Resolution. The pledge of the Auxiliary Revenues and other duties of the Board under the Bond Resolution may be discharged at or prior to the maturity or redemption of the Series \_\_\_\_\_ Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Resolution.

The Board covenants and agrees with the Owner of this Series \_\_\_\_\_ Bond and with each and every person who may become the Owner hereof that it will keep and perform all of the covenants of the Bond Resolution.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on this Series \_\_\_\_\_ Bond or for any claim based thereon or otherwise in respect to the Bond Resolution against any individual member of the Board, past, present or future, either directly or through the Board, or through any successor body corporate, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Series \_\_\_\_\_ Bond and as a part of the consideration of its issuance specially waived and released. The obligation of the Board, as a body corporate, to the Owner hereof is limited to applying funds, as set forth above and as more fully delineated in the Bond Resolution, and to otherwise complying with the contractual provisions therein.

It is hereby certified that all acts, conditions and things required to be done precedent to and in the issuance of this Series \_\_\_\_\_ Bond and the Series of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State and the proceedings herein mentioned, and that the Series \_\_\_\_\_ Bonds do not exceed any constitutional or statutory limitation.

This Series \_\_\_\_\_ Bond shall not be valid or obligatory for any purpose until the Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College has caused this Series \_\_\_\_\_ Bond to be signed and executed in the name and on behalf of the Board with the manual or facsimile signature of its Chairman or Vice-Chairman, and to be attested, signed, subscribed and executed with the facsimile signature of its Secretary; and has caused the facsimile of the seal of the Board to be affixed hereon all as of the date specified above.

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

By \_\_\_\_\_  
(Vice) Chairman

[SEAL]

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATE OF AUTHENTICATION**

This is one of the Series \_\_\_\_\_ Bonds described in the within-mentioned Bond Resolution, and this Series \_\_\_\_\_ Bond has been duly registered on the registration records kept by the undersigned as Paying Agent for such Series \_\_\_\_\_ Bonds.

**DATE OF AUTHENTICATION  
AND REGISTRATION:**

**HANCOCK BANK OF LOUISIANA  
Baton Rouge, Louisiana  
as Paying Agent**

By \_\_\_\_\_  
Authorized Signatory

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

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**SOCIAL SECURITY OR FEDERAL EMPLOYER  
IDENTIFICATION NUMBER OF ASSIGNEE**

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(Name and Address of Assignee)

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the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature of Registered Owner:

---

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

(Bank, Trust Company, or Firm)

**TRANSFER FEE MAY BE REQUIRED**

**[STATEMENT OF INSURANCE]**

[To be supplied]

**CERTIFICATE AS TO LEGAL OPINION**

The undersigned hereby certifies that the following approving legal opinion of Kutak Rock, Baton Rouge, Louisiana, in substantially the following form was delivered to the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, and that the opinion was dated and issued as of the date of original delivery of and payment to the Board for the Series \_\_\_\_\_ Bonds.

IN WITNESS WHEREOF, I have caused to be hereunto set my facsimile signature.

\_\_\_\_\_  
Secretary (Treasurer) of the Board of Supervisors

(Insert text of legal opinion)

[End of Form of Bond]

[Balance of Page Intentionally Left Blank]



EXHIBIT B  
TO GENERAL BOND RESOLUTION

COMPLETION CERTIFICATE

BOARD OF SUPERVISORS  
OF  
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE  
AUXILIARY REVENUE BONDS  
SERIES \_\_\_\_\_

I, the undersigned Authorized Board Representative under the General Bond Resolution dated June 17, 1994 of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") relative to \$ \_\_\_\_\_ Auxiliary Revenue Bonds, Series \_\_\_\_\_ of the Board dated \_\_\_\_\_, 1994 (the "Bonds") hereby certify with respect to the Bonds in accordance with Section 7.02 of the General Bond Resolution that the Board has expended the entire available proceeds of the Bonds (except for amounts not due and payable on the date hereof) for Project Costs (defined by the General Bond Resolution). This Certificate refers only to that portion of the Series \_\_\_\_\_ Project actually paid or to be paid for with the proceeds of the Bonds. This Certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

WITNESS My hand and the seal of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND  
MECHANICAL COLLEGE

By \_\_\_\_\_  
[Title]

RECEIVED ON \_\_\_\_\_

HANCOCK BANK OF LOUISIANA  
Trustee

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

**EXHIBIT C**  
**TO THE GENERAL BOND RESOLUTION**

**PROJECT FUND REQUISITION FORM**

**BOARD OF SUPERVISORS  
OF  
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE  
AUXILIARY REVENUE BONDS  
SERIES \_\_\_\_\_**

**Hancock Bank of Louisiana  
Corporate Trust Department  
Baton Rouge, Louisiana  
as Trustee/Paying Agent**

**Date:** \_\_\_\_\_

**Requisition Number:** \_\_\_\_\_

The undersigned Authorized Board Representative, acting for and on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), pursuant to a General Bond Resolution adopted by the Board on June 17, 1994 relating to the above captioned issue of Bonds, hereby requests payment be made from amounts on deposit in the Project Fund held by the Trustee/Paying Agent pursuant to Section 7.02 of the General Bond Resolution to the person, firm or corporation in the amount and for the purpose set forth below:

**Name and address of payee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Amount of Payment: \$** \_\_\_\_\_

Purpose of Payment (If a reimbursement to the Board, identify payee(s), purposes represented by such reimbursement and costs heretofore paid).

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The undersigned Authorized Board Representative further certifies with respect to this Requisition as follows:

1. The payment set forth herein is to be or was made or incurred in connection with the project relative to the above captioned Series of Bonds defined in a Supplemental Resolution, in accordance with the plans and specifications therefor currently in effect;
2. The amount paid or to be paid, as set forth herein, is reasonable, is presently due and payable, and is a proper charge against the Project Fund and has not been paid;
3. If the amount is payable to a general contractor under a construction and/or installation contract, a certificate signed by an engineer approving the payment thereof is attached hereto; and
4. If the Board is seeking reimbursement for payment of items qualifying as Project Costs hereunder, evidence of prior payment of the same is attached hereto.

By: \_\_\_\_\_  
Authorized Board Representative

Approved for payment and paid: \_\_\_\_\_, 19 \_\_\_\_

Authorized Officer  
of Trustee/Paying Agent: \_\_\_\_\_

**EXHIBIT D  
TO THE GENERAL BOND RESOLUTION**

**PRIOR LIEN OBLIGATIONS**

"Prior Lien Obligations" are previously issued obligations of the Board payable from certain Auxiliary Revenues prior to the use of Auxiliary Revenues for payment of Debt Service Requirements on the Bonds, including principal of and interest thereon as well as any other payments to which Auxiliary Revenues are dedicated, including but not limited to, charges of any credit or liquidity facility provider, trustee or paying agent or any other entity, prior to the payment of Debt Service Requirements on the Bonds (collectively "charges and fees"). Capitalized terms used in this Exhibit D which are not defined herein shall have the meaning ascribed thereto in the General Bond Resolution to which this Exhibit D pertains.

Following the issuance of the Series 1994 Bonds, the Board will have outstanding Prior Lien Obligations totaling \$27,552,064 in principal amount secured by certain Auxiliary Revenues. Principal of Prior Lien Obligations outstanding as of May 31, 1994\* is as follows:

<u>Description</u>	<u>Outstanding as of May 31, 1994*</u>
Louisiana Public Facilities Authority Loan Agreement dated as of October 1, 1988 for Auxiliary Enterprises only	\$15,793,287
Student Housing Bonds:	\$ 7,800,000
Reimbursement Contracts to State Treasurer for portion of State of Louisiana General Obligation Bonds:	<u>\$ 3,958,777</u>
<b>TOTAL</b>	<u><b>\$27,552,064</b></u>

Source: University

As of July 1, 1994 the total principal of Prior Lien Obligations will be reduced to \$26,746,134 as the result of scheduled payments of principal.

The following table sets forth principal and interest debt service requirements for the Prior Lien Obligations for the Fiscal Years ended June 30, 1995 through 2010:

<u>Fiscal Year</u> <u>Ending 6/30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1995	\$1,544,221	\$1,290,110	\$2,834,331
1996	1,758,597	1,221,563	2,980,160
1997	1,795,486	1,141,476	2,936,962
1998	1,885,438	1,060,173	2,945,611
1999	1,866,661	974,975	2,841,636
2000	1,977,747	891,796	2,869,543
2001	2,039,951	803,852	2,843,803
2002	1,665,473	712,957	2,378,430
2003	1,750,602	640,101	2,390,703
2004	1,807,921	563,769	2,371,690
2005	1,659,923	486,659	2,146,582
2006	1,314,138	414,547	1,728,685
2007	1,221,908	340,649	1,562,557
2008	1,293,517	267,484	1,561,001
2009	1,367,180	189,873	1,557,053
2010	<u>1,797,371</u>	<u>107,842</u>	<u>1,905,213</u>
<b>TOTAL</b>	<b><u>\$26,746,134</u></b>	<b><u>\$11,107,826</u></b>	<b><u>\$37,853,960</u></b>

Source: University

Includes variable rate LPFA loan with assumed rate of 6%.

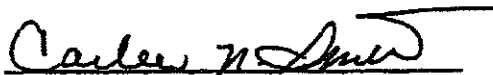
Recommendation to approve a General Bond Resolution and a First Supplemental Resolution to finance the purchase of certain equipment from CESWay International, Inc. that is currently leased to the University, the buy-out of CESWay, the acquisition of additional equipment and the costs and expenditures associated therewith  
(AMENDED)

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby adopt the documents relating to the issuance of the bonds being the General Bond Resolution and First Supplemental Resolution and does hereby authorize the execution and delivery by the Chairman or Vice Chairman and the Secretary of the Board of the General Bond Resolution and First Supplemental Resolution and such other documents or certificates necessary in connection with the issuance or the marketing of the Bonds and all other transactions incident thereto, with such changes and modifications which are deemed in the best interest of the Board by the Chairman or Vice Chairman and Secretary, and does hereby ratify all prior actions taken on its behalf by University officials in furtherance of this transaction, the Board does hereby modify its previous resolutions to authorize a master plan approach to the issuance and to authorize the application of annual savings derived from the purchase of the said equipment to future increases in utility costs and deferred and preventive maintenance on the Baton Rouge Campus and to authorize such other matters as are set forth in the documents.

CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Supervisors at its meeting on June 17,  
1994, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 4th day of September, 1996.



Administrative Secretary  
Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College

SEAL



## **RECOMMENDATION TO APPROVE LEASE OF LAND ON LSU'S SOUTH CAMPUS TO THE BATON ROUGE SPEECH AND HEARING FOUNDATION**

**To: Members of the Board of Supervisors**

**Date: April 27 2011**

Pursuant to Article VII, Section 8, D.2(a) and D.2(b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of ways, servitudes, or other immovable property owned or controlled by LSU....

D.2(b) Any contract or series of related contracts for the design, construction, repair or renovation of any building or other structure involving a total of \$500,000 or more.

### **1. Summary of the Matter**

LSU acquired land to be developed into the Louisiana State University Research Park located south of the LSU campus on Nicholson Drive and GSRI Avenue. LSU conducted a master plan of the property, which was approved by the LSU Board of Supervisors, and is in the process of developing the LSU Innovation Park. The park covenants, restrictions, accepted uses, and other documents have outlined the types of buildings, the accepted uses of the buildings, and the required interaction of all research park entities with LSU.

Pursuant to the development of the Research Park, the Baton Rouge Speech and Hearing Foundation (BRSHF), a 501(c)3 non-profit corporation, contacted the LSU Innovation Park as a possible site location for constructing its new Treatment and Assessment Center. BRSHF proposes to lease 3.1 acres in LSU Innovation Park for an initial term of thirty (30) years, with two twenty (20) year renewal options thereafter. Baton Rouge Speech and Hearing Foundation will pay to LSU a yearly scheduled annual rent for use of the property.

BRSHF will, at its sole expense, design, construct and maintain a state of the art Treatment and Assessment Center to provide treatment training and assistance to citizens with speech and hearing challenges, as well as Autism Spectrum Disorders and other developmental disabilities. BRSHF estimates construction costs to be approximately \$5,000,000 to \$6,000,000.

The lease proposes that the work shall commence no later than one year from effective date of the Agreement and, unless delayed by Force Majeure, to be completed three (3) years from the effective date. Construction shall not commence until the LSU Representative has given written notice to commence and his/her written approval to the plans and specifications. The BRSHF will comply with the architectural covenants set forth in the master plan for the LSU Innovation Park and the design will be presented to the Board for approval at a later date. Upon expiration of the Agreement and pursuant to the terms of the lease, BRSHF will donate any and all of its interest in the buildings and improvements to the Board.

BRSHF is also requesting a first right of refusal on an additional 2.9 acres adjacent to the property for future expansion.

The BRSHF is a 501(c)3 non-profit corporation that has demonstrated the necessary relationship with various colleges/departments at LSU for research, programming and placement of student interns.



The LSU A&M Campus indicates that it and BRSHF have enjoyed a long-standing collaborative relationship, as BRSHF employs LSU students and interns at the undergraduate, graduate, and PhD levels each semester. Students are given the opportunity to work with patients dealing with a variety of issues, including communications disorders, special education needs, psychology, occupational therapy, speech pathology, and audiology. In addition, BRSHF is working with faculty on research projects and is interested in co-submitting research proposals on Autism treatment and educational programs with the University. BRSHF also allows LSU researchers to utilize data collected over the last 20 years in providing these services. In summary, the campus represents that the BRSHF mission is directly aligned with the goals and vision of the research mission of the University.

## 2. Review of Business Plan

- The proposed Ground Lease and Construction Agreement was drafted by University outside counsel and has been reviewed by University staff. (Attachment A).
- A Preliminary Information for LSU Participation in a Significant Joint Project has been prepared outlining the details of this Agreement (Attachment B). This document was previously submitted to the LSU System on December 23, 2011.
- The proposed BRSHF Treatment and Assessment Center will be constructed solely with private funding raised by BRSHF. No LSU funding will be required for the construction or maintenance of the building or site.
- This matter is in compliance with the mission of developing the land into the LSU Innovation Park, a University research park to promote economic development, technology commercialization, and technology transfer to the private sector (Attachment A).
- An "Inspection Period" will commence on the effective date of the agreement and will expire upon the parties' accomplishment of the objectives outlined in the lease agreement and the BRSHF's commencement of construction, or upon the passage of twelve (12) months from the effective date of the Agreement. In many real estate transactions, the buying/leasing entity will request such a period to investigate the site, complete architectural plans, confirm utility connections, obtain permits, and perform due diligence on the site before closing on the property (Attachment D).
- Pursuant to the Agreement, BRSHF owns property, buildings, and improvements located at 535 West Roosevelt Street, Baton Rouge, Louisiana. BRSHF and the Board may negotiate a separate transaction whereby BRSHF transfers that property to the Board in exchange for a credit (based on verified fair market value of property) against the rent obligation owed by BRSHF to the Board. Should parties reach such an agreement, an Amendment to this Agreement will be executed to add the rent credit, upon recommendation of the Chancellor and approval of the President.
- BRSHF has requested that the University submit a waiver to the BOS for the general liability insurance coverage from \$2M/\$5M to \$1M/\$2M (Attachment E).

## 3. Fiscal Impact

BRSHF will solely fund the design, construction, maintenance and improvements to property and will enter into a thirty (30) year lease with the Board of Supervisors with renewal options of two twenty (20) year terms. The project will generate annual rental lease payments to LSU and the LSU Innovation Park.

The land lease is structured according to real estate values developed for the LSU Innovation Park (Attachment G). The campus administration certifies that the proposed rental rates, for both the original term and the renewal options, equal or exceed the fair market value for this use of the land. An independent review of the fair market value **determinations have not been made by system staff.**

The annual lease rental rates are as follows:

Years	Rent		Years	Rent
2-Jan	\$12,600		36-40	\$22,875
5-Mar	\$22,600		41-45	\$23,561
10-Jun	\$19,158		46-50	\$24,268
15-Nov	\$19,733		51-55	\$24,966
16-20	\$20,325		56-60	\$25,746
21-25	\$20,934		61-65	\$26,518
26-30	\$21,562		66-70	\$27,313
31-35	\$22,209			

Infrastructure funding will not be required as the site selected has road frontage on GSRI Avenue and is “shovel ready,” which indicates that water, sewer, and utilities are at the site.

**4. Description of Competitive Process**

The LSU Innovation Park is designed to offer leased property to entities approved by the accepted use statements and the master plan of the Park (Attachment A/Exhibit C). The land lease rates have been developed from comparable leases (see Fiscal Impact section above).

Contract(s) will be negotiated between BRSHF and contractor(s). All work to be conducted shall be pursuant to approval by LSU Representative or designee.

**5. Review of Legal Documents**

Proposed Ground Lease and Construction Agreement

**6. Parties of Interest**

- Board of Supervisors, LSU, LSU Innovation Park
- Baton Rouge Speech and Hearing Foundation (BRSHF)

**7. Related Transactions**

BRSHF shall enter into written contract(s) with contractors. BRSHF shall not enter into any contract(s) without prior written approval of the LSU Representative or designee.

**8. Conflicts of Interest**

None known.

**ATTACHMENTS**

- Letter from Chancellor Martin
- Attachment A – Ground Lease and Construction Agreement
- Attachment B – Preliminary Information for LSU Participation in a Significant Joint Project
- Attachment C – Rendering to be submitted for approval at a later date
- Attachment D – Inspection Periods for Site Preparation
- Attachment E – Request for Insurance Waiver
- Attachment F – Research Park Lease Terms
- Attachment G – Research Park Lease Rate

## RECOMMENDATION

It is recommended that the LSU Board of Supervisors of Louisiana State University and Agricultural and Mechanical College adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve the proposed ground lease at the LSU Innovation Park located at the LSU South Campus on GSRI Avenue, Baton Rouge, Louisiana with the Baton Rouge Speech and Hearing Foundation, a 501(c)3 non-profit organization, for the construction of the Baton Rouge Speech and Hearing Foundation Treatment and Assessment Center and that the building design will be presented to the Board for approval at a later date.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Ground Lease and Construction Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors or required by law."



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

To: John V. Lombardi  
President  
LSU System

Date: March 26, 2012

From: Mike Martin  
Chancellor

**Subject: Recommendation to Approve Lease of Land on LSU's South Campus to the Baton Rouge Speech and Hearing Foundation**

As you know, LSU has acquired land from the State of Louisiana to be developed into a LSU Research Park located south of the LSU campus on Nicholson Drive and GSRI Avenue. The Baton Rouge Speech and Hearing Foundation (BRSHF) has expressed an interest in leasing 3.1 acres on LSU's South Campus to construct, with their own funds, a state-of-the-art treatment, programming and research center for Autism and other speech and hearing therapies. BRSHF is a 501(c)3 non-profit corporation that meets the use conditions of the LSU Innovation Park and has demonstrated the necessary relationship with various colleges at LSU for research, programming and placement of student interns.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on the April 2012 meeting agenda.

Please let me know if you need additional information.

Attachments

RECEIVED

MAR 28 2012

PROPERTY & FACILITIES



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## CAMPUS CORRESPONDENCE

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**To:** Mike Martin  
Chancellor

**Date:** March 20, 2012

**From:** Eric N. Monday  
Vice Chancellor for  
Finance and Administrative Services & CFO

A handwritten signature in black ink, appearing to read "Eric N. Monday", is written over the printed name and title.

**Subject: Recommendation to Approve Lease of Land on LSU's South Campus to the Baton Rouge Speech and Hearing Foundation**

As you know, LSU has acquired land from the State of Louisiana to be developed into a Louisiana State University Research Park located south of the LSU campus on Nicholson Drive and GSRI Avenue. The land was formerly the Gulf South Research Institute and the Albemarle Research Center. In developing the property into a research park, LSU conducted a master plan of the property, which was approved by the LSU Board of Supervisors, and is in the process of developing the park, now named the LSU Innovation Park. The park covenants, restrictions, accepted uses and other documents have outlined the types of buildings, the accepted uses of the buildings, and the required interaction of the research park entities with LSU.

Pursuant to the development of the Research Park, the Baton Rouge Speech and Hearing Foundation (BRSHF) contacted LSU Innovation Park for a possible site for their new facility which will have increased space for their Autism programs and other related therapies and programs that BRSHF performs for the community. The BRSHF is a 501(c)3 non-profit corporation that meets the use conditions of the LSU Innovation Park and has demonstrated the necessary relationship with various colleges at LSU for research, programming and placement of student interns. The BRSHF has expressed an interest in leasing 3.1 acres on LSU's South Campus to construct, with their own funds, a state-of-the-art treatment, programming and research center for Autism and other speech and hearing therapies.

It is requested that this resolution be placed on the agenda for review and approval at the April 2012 meeting of the LSU Board of Supervisors. Should you have any questions, please do not hesitate to contact me.

Attachments

**Attachment A**  
**Exhibit A, B & C**

**GROUND LEASE AND CONSTRUCTION AGREEMENT WITH  
BATON ROUGE SPEECH AND HEARING FOUNDATION**

THIS GROUND LEASE AND CONSTRUCTION AGREEMENT WITH BATON ROUGE SPEECH AND HEARING FOUNDATION (the "Agreement") is entered into by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (the "Board"), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through John V. Lombardi, President of the Louisiana State University System, duly authorized and empowered by said Board,

and

**BATON ROUGE SPEECH AND HEARING FOUNDATION, INC.** (the "Foundation"), a nonprofit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through Colleen Waguespack, President of the Foundation, duly authorized and empowered by said Foundation,

to be effective as of the date on which the Agreement has been fully executed by both parties hereto as reflected on the signature page (the "Effective Date"), and provides as follows:

**WHEREAS**, the Foundation is a private nonprofit Louisiana corporation afforded status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax-exempt purpose includes but is not limited to providing treatment, training, and assistance to citizens with speech and hearing challenges, as well as Autism Spectrum Disorders and other developmental disabilities, and

**WHEREAS**, Louisiana Revised Statutes 17:3361 expressly authorizes the Board to lease property to a nonprofit corporation such as the Foundation for the purpose of constructing and renovating buildings, other structures, and improvements, and

**WHEREAS**, the Board is the owner of certain lands located on the South Campus of Louisiana State University on GSRI Road in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, and

**WHEREAS**, the Foundation desires to lease and to construct certain buildings and improvements on the aforementioned property at the Foundation's sole expense for the aforementioned purposes, all in accordance with plans and specifications to be approved by the Board or the President of the Louisiana State University System or his duly authorized designee (the "LSU System Representative") and pursuant to the Board's design standards and any applicable standards of the LSU South Campus and LSU Innovation Park, copies of which are attached hereto as Exhibit "C," and

**WHEREAS**, the Board desires to grant to the Foundation a ground lease and certain rights of use and access in order to facilitate the use of the property and construction of the aforementioned buildings and improvement by the Foundation, and

**WHEREAS**, having the Foundation's facility on Board property will further the mission of the Board by providing opportunities for collaborative research with LSU students and faculty members by providing employment and internship opportunities for students at the undergraduate, graduate, and doctoral levels in fields including communications disorders, special education, psychology, occupational therapy, speech pathology, and audiology, and by providing a long-term anchor tenant for the LSU Innovation Park, and

**WHEREAS**, the buildings and improvements to be constructed by the Foundation pursuant to the terms of this Agreement will be donated by the Foundation to the Board upon the expiration of and in accordance with the terms of this Agreement.



**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements which follow, the parties agree:

**ARTICLE I**  
**LEASE OF THE PROPERTY**

In consideration of the covenants, agreements, and conditions herein set forth, which the Foundation hereby agrees shall be kept and performed, the Board does hereby lease unto the Foundation, and the Foundation does hereby lease from the Board, certain property located on the LSU South Campus in the Parish of East Baton Rouge, State of Louisiana, approximately 3.1 acres in size, all as depicted and described in more detail as "Parcel #1" on the attached Exhibit "A" (the "Property"). The Property is located within that parcel of land known as LSU Innovation Park and owned by the Board (the "Development"). Within \_\_\_\_ days after the Effective Date of this Agreement, the Board shall provide the Foundation with a boundary survey of the Property, and the location of the Property shall be subject to the approval of the Board and the Foundation during the Inspection Period, as defined herein.

**ARTICLE II**  
**TERM**

Unless sooner terminated as herein provided, this Agreement shall be and continue in full force and effect for an initial term of thirty (30) years (the "Initial Term"), such Initial Term commencing on the Effective Date, with two (2) separate and successive options to renew the Agreement, (each a "Renewal Term"), with each such Renewal Term being for a period of twenty (20) additional and subsequent years (for a total possible Term of up to seventy (70) years). In the event and on each occasion that the Foundation desires to renew the Agreement for either Renewal Term as provided for above, then provided the Foundation is not then in default of this Agreement, the Foundation may exercise its right by providing written notice of same to the Board no later than sixty (60) days prior to the expiration of the then current Term. In the event that the Foundation fails to provide the Board with written notice within said sixty (60) day period, then the Board shall provide the Foundation with written notice of the expiration of this Agreement and the Foundation shall have an additional fifteen (15) days from the date of the Foundation's receipt of the Board's written notice to provide written notice to the Board of the Foundation's election to renew the Agreement for either Renewal Term. "Term" as used in this Agreement shall include the Initial Term and any exercised Renewal Term.

**ARTICLE III**  
**INSPECTION PERIOD**

3.1 Objectives During the Inspection Period. The "Inspection Period" shall commence on the Effective Date of this Agreement and shall expire upon the parties' accomplishment of the following objectives and the Foundation's commencement of construction, or upon the passage of twelve (12) months from the Effective Date of this Agreement, whichever occurs first, unless this Agreement is terminated per this Article III. During the Inspection Period, the parties to the extent provided for herein shall work in good faith and take all reasonable actions as reasonably necessary to accomplish the following objectives:

- a) The Foundation shall to the extent deemed necessary, at its sole expense, inspect the Property, arrange for all necessary surveys (if the Foundation wants additional survey work other than the boundary survey provided by the Board pursuant to Article I), soil borings, and other site investigations, review title to the Property, and perform other studies and, investigations deemed necessary by the Foundation.
- b) The Foundation shall at its sole expense provide for the preparation of all design and supporting documentation for the construction of the Work as defined herein below, including but not necessarily limited to the plans and specifications for the Work and the exterior architectural and site plans for the Property and Work, and to obtain all necessary approvals for such plan, specifications, contracts and other documents as required by this Agreement.
- c) The Foundation shall at its sole expense obtain all necessary permits, licenses, and other approvals from all regulatory agencies or bodies necessary to commence construction of the Work.
- d) The Foundation shall at its sole expense enter into a Construction Contract for the construction of the Work and obtain the approval of the Construction Contract from the Board, all as defined and set forth hereinbelow.
- e) The parties shall strive to reach an agreement regarding the subject matter addressed in Section 3.3 of this Agreement; provided, however, that the parties shall not be obligated to reach such an agreement.
- f) The Foundation shall secure funds from donations, financing, or otherwise sufficient means (as determined by the Foundation in its reasonable discretion) to pay for construction of the Work per this Agreement.
- g) The Foundation shall determine if all utilities are available at the Property and sufficient for the Foundation's use (as determined by the Foundation in its reasonable discretion).
- h) The parties shall agree upon the precise location of the Property and the Board

shall provide to the Foundation the boundary survey required in Article I.

- i) The parties shall satisfy all other conditions expressly provided for in this Agreement, which are to be satisfied during the Inspection Period, or they may waive any such conditions at their discretion.

3.2 Termination Rights During the Inspection Period. During the Inspection Period, the Foundation and the Board to the extent provided for herein shall work in good faith and take all actions reasonably necessary to accomplish the aforementioned objectives; however, each party shall also have the right to terminate this Agreement at any time during the Inspection Period by providing notice to the other pursuant to Article XII, in which event both parties shall be released from any further liability hereunder. In the event the parties are unable despite their best efforts to accomplish the aforementioned objectives during the Inspection Period, then each party shall have the right to declare this Agreement terminated by providing notice to the other pursuant to Article XII, in which event both parties shall be released from any further liability hereunder. If this Agreement is terminated during the Inspection Period, the Foundation shall deliver to the Board copies of all reports, studies and investigations as additional consideration for this Agreement.

3.3 Negotiations Regarding the Foundation's Current Facility. The Foundation currently owns property and buildings and improvements thereon located at 535 West Roosevelt Street, Baton Rouge, Louisiana, 70802. The Board and the Foundation agree that during the Inspection Period, to the extent allowed by law, they may but shall not be obligated to negotiate a separate transaction whereby the Foundation transfers the aforementioned property to the Board in exchange for a credit (based on the fair market value of the aforementioned property) against the rent obligation owed by the Foundation to the Board pursuant to this Agreement. In the event the parties reach such an agreement, they shall execute an Amendment to this Agreement to add the rent credit.

#### **ARTICLE IV CONSIDERATION**

4.1 In consideration of the Board leasing the Property, the Foundation agrees to pay the following scheduled amounts as annual rent; provided, however, that no rent shall be owed for the period covered by the Inspection Period, it being understood and agreed that the Board is receiving other good and valuable consideration during the Inspection Period by the Foundation entering into this Agreement with the Board and undertaking at the Foundation's significant cost and expense certain tasks as provided for in the Agreement. Upon completion of the Inspection Period, the entirety of the first annual rental payment shall be due on the first day of the first full calendar month following the expiration of the Inspection Period, and the entirety of each subsequent year's rent shall be due each subsequent year on the anniversary of the first annual rental payment (or first business day thereafter if such anniversary is not a regularly scheduled business day).

Years	Rent		Years	Rent
1-2	\$12,600		36-40	\$22,875
3-5	\$22,600		41-45	\$23,561
6-10	\$19,158		46-50	\$24,268
11-15	\$19,733		51-55	\$24,966
16-20	\$20,325		56-60	\$25,746
21-25	\$20,934		61-65	\$26,518
26-30	\$21,562		66-70	\$27,313
31-35	\$22,209			

4.2 In no event shall the Board charge the Foundation for any maintenance, taxes, insurance or any other expenses regarding the Development at any time during the first five (5) years after the expiration of the Inspection Period. After the expiration of five (5) years from the expiration of the Inspection Period, and once the Development is at least 50% occupied and open for business, then the Board shall be entitled to charge the Foundation its pro rata share of reasonable and customary maintenance expenses, real estate taxes, and general liability, property, and other insurance related solely to the common areas of the Development as charged to all other occupants in the Development to the extent described herein. The Foundation's pro rata share shall be limited to the total of the maintenance, real estate taxes, and general liability, property, and other insurance associated with the common areas located within the Development. The Foundation's pro rata share of said amounts shall be based upon a fraction, the numerator of which is the rentable area of the Property (3.1 acres) and the denominator of which is the greater of the possible rentable area in the Development if it were fully developed (184.89 acres, less a reasonable amount for common areas) or upon completion of the Development the actual rentable area within the Development. The Board shall bill the Foundation annually for its pro rata share of all such expenses complete with reasonable detail of the actual amount incurred and calculation of the Foundation's pro rata share. Common areas of the Development shall include only the portions of the Development, in existence from time to time, which are intended and available for the common and non-exclusive use of all occupants within the Development (as opposed to being available for the use of specific occupants) which includes but is not necessarily limited to private streets and alleys, landscaping, sidewalks, signage, lighting, utilities and the like for the common areas. Expenses shall exclude:

- (a) The cost of any initial improvements in the Development;
- (b) Wages, salaries and benefits of personnel to the extent they render services to the Development;
- (c) Costs of operating the Development management office (including reasonable rent);
- (d) Capital expenditures;
- (e) Any profit, overhead or management fees;

- (f) Expenses for which the Board is reimbursed or were caused by the Board's negligence or willful misconduct;
- (g) Expenses, taxes and insurance on leasable areas in the Development;
- (h) Professional fees;
- (i) Expenses attributable to a particular occupant of the Development.

4.3 The Board shall prepare complete and accurate books and records of the expenses billed to the Foundation under Section 4.2 above, in accordance with GAAP, consistently applied, and shall keep such books and records at offices in Baton Rouge, Louisiana, for at least twenty-four (24) months after delivery of the settlement statement to the Foundation. Within thirty (30) days after receipt of a settlement statement by the Foundation ("Review Period"), if the Foundation disputes the amount set forth in the settlement statement, the Foundation's employees or an independent representative retained by the Foundation, designated by the Foundation, may, after a reasonable time not to exceed thirty (30) days' prior written notice to the Board and at reasonable times, inspect the Board's records (pertaining solely to the Board's calculation of expenses for the immediately prior year billed to the Foundation under Section 4.2 above) at the Board's offices in Baton Rouge, Louisiana, provided that the Foundation is not then in default after expiration of all applicable cure periods and provided further that the Foundation and such representative shall, and each of them shall cause their respective agents and employees to, maintain all information contained in the Board's records in strict confidence. Notwithstanding anything to the contrary, in no event shall any audit be conducted on a contingency fee basis. Notwithstanding the foregoing, the Foundation shall only have the right to review the Board's records one (1) time during any twelve (12) month period. The Foundation's failure to provide the Board with notice that it elects to audit the amounts set forth in any settlement statement within the Review Period shall be deemed to be the Foundation's approval of such settlement statement and the Foundation, thereafter, waives the right or ability to dispute the amounts set forth in such settlement statement. If the Foundation's inspection of the Board's records per this Section 4.3 shows a discrepancy between the amount the Foundation was charged by the Board for its pro rata share of such expenses and the amount of the Foundation's pro rata share of such expenses as determined by the Foundation, then the Foundation shall provide the Board with written notice and the parties shall reasonably adjust the discrepancy by payment to the Board or refund to the Foundation, as appropriate, within thirty (30) days after the date of the Foundation's notice to the Board. In the event that the parties cannot reasonably agree on the adjustment, then either party may seek a judicial determination.

**ARTICLE V**  
**AGREEMENT TO CONSTRUCT BUILDINGS**  
**AND IMPROVEMENTS ON THE PROPERTY**

The Foundation does hereby agree at its sole expense to direct the preparation of the design and all supporting documentation for the construction of the improvements to the Property, and to construct certain buildings and improvements on the Property pursuant to said

design, all in accordance with plans, specifications, and exterior architectural and site plans approved by the LSU System Representative and/or the Board and pursuant to the Board's design standards and any applicable standards of the LSU South Campus and LSU Innovation Park, copies of which is attached hereto as Exhibit "C" (the "Work"). The Foundation further agrees to donate any and all of its interest in the Work to the Board upon expiration of this Agreement or in accordance with Section 13.2 hereof, and to execute all reasonably necessary paperwork to effectuate said donation. It is estimated that the total cost of the renovations and improvements, including the design thereof, will be approximately \$5,000,000 - \$6,000,000, all of which cost and expense shall be paid by the Foundation; however, should the final cost differ from said amount, it shall not affect any other terms of these Agreement, except that said amount may not be increased above \$7,000,000.00 or decreased below \$4,500,000.00 without the written consent of the LSU System Representative, subject to the requirements of Section 6.11 hereof. The Foundation shall own all Work during the Term of this Agreement.

## **ARTICLE VI** **CONSTRUCTION**

At its sole expense, the Foundation shall design and construct buildings and improvements on the Property in a good and workmanlike manner, in accordance with the following provisions:

6.1 Plans and Specifications; Change Orders. The Work to be performed by the Foundation pursuant to this Agreement is generally described on Exhibit "B" hereto, and no material deviation therefrom shall be implemented without the prior written consent of the LSU System Representative. During the Inspection Period and at least sixty (60) days prior to commencement of the Work, plans and specifications shall be delivered to the LSU System Representative for review. The LSU System Representative shall approve or disapprove, upon a commercially reasonable basis and upon compliance with all applicable standards of the Board, the LSU South Campus, and the LSU Innovation Park, such plans and specifications in writing within thirty (30) days of receipt thereof. Furthermore, the exterior architectural and site plans shall be presented to the Board for approval during the Inspection Period and prior to commencement of any portion of the Work on the Property. If any part of the plans, specifications, or exterior architectural and site plans are disapproved, then the Board shall with all reasonable diligence provide sufficient written reasons and justification that the Foundation can adequately work to address any deficiencies in the submission. No Change Orders to the Construction Contract (as defined herein) or changes to the plans, specifications, and/or exterior architectural and site plans which materially deviate therefrom shall be implemented without the prior written consent of the LSU System Representative. Any request for Change Orders to the Construction Contract (as defined herein) or changes to the plans, specifications, and/or exterior architectural and site plans shall be made to the LSU System Representative, who shall approve or disapprove, upon a commercially reasonable basis and upon compliance with all applicable design standards of the Board, the LSU South Campus, and the LSU Innovation Park, such request in writing within ten (10) business days of having received such request from the Foundation. If any Change Orders or changes to the plans, specifications, or exterior architectural and site plans are disapproved, then the Board shall with all reasonable diligence

provide sufficient written reasons and justification that the Foundation can adequately work to address any deficiencies in the submission. In the event that the LSU System Representative has not approved of the Foundation's plans and specifications during the Inspection Period, the Foundation may elect to terminate this Agreement per Section 3.2.

The LSU System Representative shall submit the plans and specifications for the Work to the Office of Facility Planning and Control ("OFPC"), which shall review the plans and specifications for the Work for the purpose of determining compliance with applicable building codes, space standards where appropriate, and standards assuring quality of construction. The plans and specifications for the Work shall be submitted to OFPC during the Inspection Period, and OFPC approval shall be obtained prior to commencement of construction. In the event that OFPC has not approved of the Foundation's plans and specifications during the Inspection Period, then either party may elect to terminate this Agreement per Section 3.2.

6.2 Commencement and Completion of the Work. Unless delayed by Force Majeure (defined as (a) any act of God, lightning, hurricane, tropical storm, tornado, and/or other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance, (b) any labor dispute, strike, work slow-down or work stoppage, (c) unreasonable delay or unavailability of materials needed for the Work, (d) unreasonable governmental delay, (e) unreasonable delay by the Board, or (f) any other similar cause or similar event beyond the reasonable control of the Foundation), the Foundation agrees to commence construction of the Work on the Property no later than one (1) year after the Effective Date of this Agreement, and shall make best efforts to complete the Work no later than (3) years after the Effective Date of this Agreement. Said Work shall not commence until the Board has approved the exterior architectural and site plans and the LSU System Representative has given his written approval to the plans and specifications and his written approval of the notice to commence. The commencement and completion dates set forth Agreement herein may be extended by a written change order issued by the Foundation and approved in writing by the LSU System Representative. Notwithstanding anything to the contrary provide for herein, in the event that the Foundation is delayed from meeting any deadline provided for in this Agreement as a result of any event of Force Majeure, then the time period provided to the Foundation shall be extended by the number of days that the Foundation is delayed by an event of Force Majeure.

6.3 Construction Contract. The Work shall be performed on behalf of the Foundation pursuant to one or more written contracts between the Foundation and a contractor or contractors (the "Construction Contract"). Where appropriate, the Construction Contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. The Foundation shall include in every Construction Contract a liquidated damages clause acceptable to the LSU System Representative. The Foundation shall not enter into any Construction Contract without the prior written approval of the LSU System Representative. The LSU System Representative shall approve or disapprove such Construction Contract within ten (10) business days of receipt of a copy of the Construction Contract from the Foundation. If the LSU System Representative shall disapprove the submission, the LSU System Representative shall provide sufficient written reasons and justification that the Foundation can adequately work to address any deficiencies in the submission. The Board and the Foundation hereby acknowledge the following, and to the extent practically and legally

possible, each Construction Contract and all subcontracts entered into by the general contractor(s) shall acknowledge expressly that the contractor and subcontractors have been informed of the following:

- a. The Work will be performed solely and exclusively for the Foundation.
- b. The Foundation is a separate legal entity from the Board, and the Foundation has no authority to obligate the Board to any extent whatsoever.
- c. Neither the Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement; provided, however, that this provision shall not be deemed to limit the liability of the State Office of Risk Management under any policy or policies of insurance provided or issued to the Board, to the Foundation, or to any other entity.
- d. The Foundation has no ownership interest in the Property upon which the Work will be performed. Any renovations and improvements placed on the Property of the Board, including the Work, shall be owned by the Foundation during the Term of this Agreement and shall become owned by the Board upon termination or expiration of this Agreement as provided for herein. The Work shall not give rise to any rights against the Property or the Board.

6.4 The Foundation shall require that the contractor(s) provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bond shall be for the greater of the full amount of the contract price or for the amount of the guaranteed maximum price of the Work. Both the Foundation and the Board shall be obligees under the bond.

6.5 Rights Concerning the Property During Construction. To the extent necessary, the Foundation and its contractors shall have the right to occupy and use the Property, with reasonable ingress to and egress from the Property and as otherwise provided in Section 6.6 hereof, during the term of this Agreement. With the prior written consent of the LSU System Representative, the Foundation shall fence or block off in a safe and secure manner acceptable to the LSU System Representative that area of the Property necessary to perform the Work. The Foundation assumes all responsibility for the condition of the Property used by it during the term of this Agreement. The Foundation and its contractors shall maintain the Property and all buildings and improvements and thereon in a reasonably prudent manner at all times. The Foundation will take prudent care of the Property and return same to the Board upon expiration or termination of this Agreement in as good a condition as when received, as modified by construction of the Work, ordinary wear and tear excepted. The Foundation accepts the Property for the purposes herein outlined without any warranty of title or recourse whatsoever against the Board, except as otherwise specifically provided for in this Agreement.

6.6 Access over Adjoining Property During Construction. The Foundation shall be entitled to reasonable access to the Property over and across adjoining property owned by the



Board as is reasonably necessary in order for the Foundation to fulfill its obligations hereunder; provided, however, that the Board shall designate in advance during the Inspection Period specific adjoining property/properties that may be used by the Foundation pursuant to this paragraph. The Board shall be entitled to designate different comparable replacement adjoining properties to be used for access from time to time as circumstances dictate. The Foundation will not unreasonably interfere with the Board's use of such other property / properties.

6.7 Board/LSU Rules and Regulations; Code Compliance; Board Access During Construction. The Foundation agrees that it will comply with all Board regulations and policies with regard to all contractors and personnel entering the Property for purposes of renovation and improvement, which regulations and policies will be addressed at the pre-construction conference, and with all state and local laws and ordinances regulating its operations on the Property, and that Foundation will secure at its own expense all necessary permits, licenses and other approvals from all regulatory agencies or bodies necessary for the Work. The Foundation shall make these same requirements of its contractor(s) for the Work. The Foundation and its contractors shall design and construct the Work in accordance with all adopted current and applicable codes, rules, regulations, applicable laws, and applicable amendments thereto, including but not limited to the International Building Code, NCANSI-A117.1 (1986 or the edition current as of the Effective Date hereof), the most recent edition of the NFPA 101: Life Safety Code, the Americans with Disabilities Act, and all applicable local and state uniform building codes in effect as of the Effective Date hereof. The Work and the Property shall be subject to inspection by the LSU System Representative, who shall have access at all times to the Work and the Property for all purposes including but not limited to the right to review the Work to determine that it is being performed in compliance with approved plans and specifications and in a good and workmanlike manner. Furthermore, the LSU System Representative(s) shall at all times have access to the Property and the exercise of all rights provided for in this Agreement and by law.

6.8 Approvals. The Board shall not unreasonably withhold, condition, deny or delay any approval or consent required pursuant to this Agreement. Failure by the Board to approve or disapprove within a time limit set forth herein shall be deemed disapproval by the Board unless otherwise set forth herein.

6.9 Signage. Before erecting or placing any sign upon the Property, the Foundation shall submit the design specifications of such sign to the LSU System Representative for approval, which approval shall not be withheld if such signage is consistent with the Board's and the LSU South Campus' current signage policy or if such signage was included in the plans and specifications which have been approved by the LSU System Representative.

6.10 Acceptance of The Work. Prior to acceptance of the Work, the Foundation shall deliver the following to the LSU System Representative:

- a. All governmental reviews, acceptance letters, and associated appeals, including but not limited to the Office of the State Fire Marshall and the Department of Public Health, if applicable; and

b. A clear lien certificate as to the Work obtained from the East Baton Rouge Parish clerk's office, or evidence that any and all liens against the Property and the Work have been adequately bonded.

The Foundation will not accept the Work without the written approval of the LSU System Representative. The Foundation agrees to complete all warranty and punch list items within the first year following approval by the LSU System Representative of the acceptance of the Work. The Board reserves the right to refuse, itself or through the LSU System Representative, the acceptance of the Work unless the Foundation certifies in writing to the LSU System Representative that monies equal to the value of the punch list deficiencies have been withheld by the Foundation for payment to the contractor for completion of the punch list items and that such monies shall not be expended for any other purpose. Final payment shall not be made to the contractor until the LSU System Representative agrees in writing that the punch list items have been completed.

6.11 Funds for The Work. If the President of the LSU System so requests, prior to the commencement of the Work, the Foundation shall certify in writing to the LSU System Representative that the total amount of money needed to complete the Work has been collected and/or appropriate financing acquired by the Foundation and that such funds have been and will be dedicated to that use and will not be expended for any other purpose.

6.12 Clerk of the Works. If in the LSU System Representative's sole discretion it becomes necessary, the Foundation shall hire at its sole expense a Clerk of the Works for full-time supervision of the Work, which cost shall not exceed reasonable market rate for such services.

6.13 No Liens or Sale; Release of Recorded Liens. The Foundation shall not suffer or permit any liens to be enforced against the Property, the Work, or the Board by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Foundation or to anyone through or under the Foundation related to the Work or the Property. If any such liens shall be recorded, the Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, the Foundation shall be privileged to do so, but in such case, the Foundation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of said judgment. Furthermore, at the LSU System Representative's request, the Foundation shall promptly deposit with the Recorder of Mortgages for East Baton Rouge Parish a bond guaranteeing payment of any such liens.

6.14 Financing or Sale of Property. Except as otherwise provided for in Article XV, the Foundation shall not agree to any financing arrangements with respect to the funding of the construction of the Work or any encumbrances on the Work or otherwise related to the Property without the prior written approval of the LSU System Representative. The Foundation shall not sell or transfer title to the Work or any improvements related to the Property without the prior written approval of the President of the LSU System.

6.15 Protection of Trees and Utility Lines. The Foundation and its contractor(s) will not remove or trim any trees located on or adjacent to the Property without the prior written consent of the LSU System Representative, which consent shall not be unreasonably withheld. During construction, the Foundation and its contractors will protect and guard all trees standing within 100 yards of the construction site for a distance of ten (10) feet from the drip line of each tree against vehicular traffic and other reasonably foreseeable hazards, and Foundation and its contractors will not store any construction materials within the protected areas. Any existing utility lines to surrounding buildings must be rerouted by the Foundation with the prior approval of the LSU System Representative in order that the Work not be placed over any existing utility lines.

## **ARTICLE VII** **USE, MAINTENANCE, AND REPAIRS**

7.1 Use. Subject to the terms and provisions hereof, the Foundation shall use the Property and the buildings and improvements thereon solely for housing a Treatment and Assessment Center to provide for its aforementioned purpose of providing treatment, training, and assistance to citizens with speech and hearing challenges, as well as Autism Spectrum Disorders and other developmental disabilities, and all reasonably related uses (the "Permitted Use"). The Foundation's use of the Property shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish, or municipal government now or hereafter in effect, including all environmental laws and regulations. The Board represents and warrants that to the best of its knowledge there are no restrictions by zoning ordinance or otherwise restricting the Foundation's use of the Property as provided for in this Agreement.

7.2 Prohibited Uses. The Foundation shall not use the Property for the sale, distribution, storage, transportation, or handling of petroleum or synthetic products. The Foundation shall not make any use of the Property in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on or about the Property or increase the fire or insurance hazard by any use thereof. Before beginning any work on the Property, the Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge, the United States of America or any of their subdivisions, agencies or departments related to the sale, distribution, storage, transportation, or handling of petroleum or synthetic products. The Foundation shall not install or otherwise place storage tanks in or on the Property without the LSU System Representative's prior written consent, which, in addition to any other conditions required by the Board, shall be subject to the condition that any such tank shall be located on a concrete slab and shall be surrounded by a retaining wall that shall retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

7.3 Utilities. The Foundation shall be solely responsible for payment of all utilities related to the Property, including but not limited to charges for electricity, energy, light, heat, air conditioning, power, telephone, garbage, or other trash removal and disposal, water, and sewer user fees. All utilities will be billed directly to and in the name of the Foundation. Electrical

service is available on a pole across the street from the Property. Underground sewage and water lines are available along the length of GSRI Avenue. It shall be the responsibility of the Foundation to make all necessary arrangements to tap into these existing and other services. The Foundation shall be allowed to tie into all future utilities installed in the Development at its discretion and sole cost.

7.4 Operating Expenses. The Foundation shall pay all expenses, costs, premiums, and disbursements of any nature whatsoever accrued or incurred in connection with the ownership, lease, management, operation, maintenance, repair and insurance of the Property, including any and all improvements.

7.5 Maintenance and Repairs. The Foundation shall maintain the Property, the grounds, and all buildings and improvements thereon in good condition and make all necessary repairs to the improvements thereon to maintain them in the same or better condition as they were at the beginning of the Term and after completion of the Work, ordinary wear and tear excepted.

7.6 Access to Property. The Board shall provide to the Foundation ingress and access to the Property at all times. The Foundation shall at all times allow the Board ingress, egress, and access through and across the Property as necessary to access any adjoining property owned by the Board. Notwithstanding the foregoing, entry by the Board shall occur in such a manner as to not unreasonably interfere with the Foundation's use and enjoyment of the Property and to not to jeopardize the security of the occupants of the Property.

7.7 Mineral Exploration and Production. Notwithstanding any other provision of this Agreement, the Board expressly reserves all mineral rights regarding the Property, including but in no way limited to the right, acting either directly or through its agents, contractors, and/or mineral lessees, to conduct mineral exploration and production activities below the Property by directional drilling. Notwithstanding said reservation of rights, the Board agrees that it shall not conduct any surface operations on the Property. The Foundation shall allow the Board, its employees, agents, and contractors to access the Property for and shall not in any way interfere with such operations. In the event that the Board, its agents, and/or contractors perform such operations on the Property, it shall do so in a manner that does not interfere with the Foundation's permitted use of the Property.

7.8 Waiver and Disclaimer of Warranties. Subject to the Foundation's right to terminate during the Inspection Period in Article III, the Foundation accepts the Property in its "as is" and existing condition, at the Foundation's sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of repair of the Property or the fitness of same for the Foundation's purposes or for any other purpose whatsoever, except as may otherwise be specifically provided for herein. The Board warrants only against eviction, and all other warranties are expressly disclaimed by the Board and waived and renounced by the Foundation.

**ARTICLE VIII  
INSURANCE**

8.1 Required Insurance. Throughout the Term of this Agreement, the Foundation shall at all times maintain or cause to be maintained, with respect to the Property and all buildings and improvements thereon, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and, to the extent available on commercially reasonable terms, bearing a rate of A+:XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
<p>Commercial General Liability Insurance for the following where the exposure exists:</p> <ul style="list-style-type: none"> <li>(a) premises-operations</li> <li>(b) broad form Lease liability</li> <li>(c) products/completed operations</li> <li>(d) use of Contractors and subcontractors</li> <li>(e) personal injury (bodily injury and death)</li> <li>(f) broad form property damage</li> <li>(g) explosion, collapse and underground property damage</li> <li>(h) independent Contractors</li> <li>(i) sprinkler leakage legal liability</li> </ul>	<p>Coverage in an amount not less than:</p> <p>\$2,000,000.00 per occurrence;</p> <p>\$5,000,000.00 General Aggregate; and</p> <p>\$5,000,000.00 Products &amp; Completed Operations Aggregate; less a commercially reasonable deductible.</p> <p>“Claims Made form is not acceptable.</p>
<p>Business Automobile Liability Insurance for bodily injury and property damage, covering owned, hired, rented, and leased automobiles.</p>	<p>Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.</p>
<p>Worker’s Compensation &amp; Employer’s Liability Insurance.</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer’s Liability coverage. Employer’s liability limit is to be \$1,000,000.00 when work is to be over.</p>
<p>Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Premises caused by the damage thereof.</p>	<p>12 months guaranteed rental revenue.</p>

Flood insurance, if applicable.	In amounts determined by LSU to be reasonable, but no more than the amount available under the National Flood Insurance Program.
Liquor liability insurance, if applicable	Limits of One Million (\$1,000,000.00) Dollars

8.2 Additional Insurance Requirements During the Work. Unless otherwise approved in writing by the LSU System Representative, during the Work, the Foundation shall maintain or require its contractor to maintain the following insurance in addition to the coverages provided by 6.1 above:

a. Builder's Risk Insurance. The Foundation or Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work, the Property, and all buildings and improvements located on the Property, to protect against any damage or loss during the Work. This policy shall be taken out prior to commencement of construction and discontinued upon final completion of all Punch List items to the satisfaction of the LSU System Representative. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of work for the repair and/or replacement of property damage following a loss during construction. Written evidence of such insurance shall be provided to the LSU System Representative prior to commencement of the Work. The policy shall include coverage for and shall run in favor of the Board, the Foundation, and Foundation's contractor(s) and any subcontractors as their interests may appear.

b. General Liability and Property Damage Insurance. The Foundation and its contractors, before commencing any Work, shall procure such comprehensive liability and property damage insurance, including, but not limited to Commercial General Liability, Personal and Advertising Injury Liability, Products and Completed Operations Liability and insurance for the operation of motor vehicles, which will cover, to the extent allowed by law, the Foundation's, the Board's, and the architect's legal liability (but not the architect's professional liability) arising out of the construction of the buildings and improvements performed by the Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by any of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings. Unless otherwise agreed to in writing by the Board, such policy or policies of insurance shall provide minimum liability limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate. The Foundation shall also require its contractors and subcontractors to have in full force and affect a policy of workers' compensation and employer's liability insurance before proceeding with the construction under this Agreement, which insurance

shall be in compliance with the Louisiana Workers Compensation Act. Employer's liability coverage shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

c. Architect's Design, Errors and Omissions. Upon execution of this Agreement, the Foundation shall provide to the Board evidence that the architect for the Work has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU System Representative.

d. Pollution Liability. Pollution Liability Insurance, including gradual release as well as sudden and accidental releases, shall be obtained by the Foundation and/or its contractors prior to commencement of the Work and shall include a minimum limit of not less than \$1,000,000.00 per claim.

8.3 Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects the Board and its board members, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and the Board shall be excess and noncontributory of Foundation or any contractors' insurance.

8.4 Failure to Comply With Reporting Requirements. Any failure of the Foundation or its contractor(s) to comply with reporting requirements of a policy required hereby shall not affect coverage provided to the Board and its board members, employees, agents, and volunteers.

8.5 Application of Multiple Policies. The Foundation's and/or any contractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

8.6 No Release. Neither the acceptance of the completed Work nor the payment therefor shall release the Foundation or any contractor from the obligations of the insurance requirements or indemnification set forth herein.

8.7 No Recourse. The insurance companies issuing the required policies shall have no recourse against the Board for payment of premiums or for assessments under any form of the policies.

8.8 Excess Insurance. Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

8.9 Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by the LSU System Representative. The Foundation and/or its contractors shall be responsible for all deductibles and self-insured retentions.

8.10 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the Board and its board members, employees, agents, and volunteers.

8.11 Licensed Louisiana Insurers. All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, and unless waived in writing by the LSU System Representative, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the President of the LSU System, the Foundation and/or contractor shall obtain a policy with an insurer that meets the A. M. Best Co. rating required and shall submit another Certificate of Insurance as required hereunder.

8.12 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

8.13 Verification of Coverage. The Foundation shall furnish the LSU System Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU System Representative before Work commences and upon any contract renewal thereafter. In addition to the certificates, the Foundation shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The LSU System Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a thirty (30) day written notification to the LSU System Representative prior to the cancellation thereof. Upon failure of the Foundation to furnish, deliver and maintain such insurance as provided herein, and expiration of the cure period in Section 13.1(c), this Agreement, at the election of the Board, may be suspended, discontinued or terminated; alternatively, the Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

8.14 Additional Insureds. The Foundation, the Board, and their board members, employees, and agents shall each be named as additional insureds on all policies required hereby.

## **ARTICLE IX**

### **DONATION OF WORK AND IMPROVEMENTS AND TITLE THERETO**

Upon the expiration of this Agreement, the Foundation shall donate the entirety of the Work, including all buildings and improvement constructed and/or located on the Property, to the Board. The parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof by the Board and will record the donation and acceptance in the records of East Baton Rouge Parish. The Foundation shall own all Work during the Term of this Agreement.



**ARTICLE X**  
**OPTION AND RIGHT OF FIRST REFUSAL ON ADJOINING PROPERTY**

10.1 Option. For a period of two (2) years commencing on the expiration of the Inspection Period, the Foundation shall have the option to lease an additional adjoining tract comprising approximately 2.9 acres as depicted and described in more detail as "Parcel #2" on the attached Exhibit "A". The Board shall not lease Parcel #2 during this two-year period to anyone except the Foundation. The Foundation may exercise the option by providing written notice thereof within said two years as provided for in Article XII. In the event the Foundation timely exercises the option, the parties shall negotiate an amendment to this Agreement pertaining to Parcel #2 adding Parcel #2 to the "Property", on the same terms as contained herein, and at the same rental rate per acre as contained herein.

10.2 Right of First Refusal. In the event the Foundation declines to exercise the option during the first two (2) years of the Agreement as set forth in Section 10.1 above, the Board hereby grants a right of first refusal in favor of the Foundation as to Parcel #2 for the remainder of the Term or until extinguished as provided below. Pursuant to such right of first refusal, if the Board receives a good-faith offer from a bona fide third-party to lease Parcel #2 at no less than the then-current fair market value thereof or that is otherwise acceptable to the Board, then the Board shall notify the Foundation in writing of said offer as provided for in Article XII. The Foundation shall then have thirty (30) calendar days from receipt of said notice to notify the Board as set forth in Article XII whether it wishes to exercise its right of first refusal against Parcel #2. If the Foundation elects to exercise its right of first refusal, then the Board shall lease Parcel #2 to the Foundation by adding Parcel #2 to the "Property" on substantially the same terms as contained in the offer received from said third-party, including specifically but not limited to the same rental rate offered by said third-party, except that the Term shall be coterminous with the remaining Term of this Agreement (including all Renewal Terms). If the Foundation declines to exercise its right of first refusal, then the Foundation's right is extinguished as to that transaction and the Board may lease Parcel #2 to said third-party on substantially the same terms of the offer presented to the Foundation, including specifically the same rental rate, without any liability or continuing obligation owed to the Foundation; however, if the Board is unable to perfect a lease to said third-party on the terms of the offer presented to the Foundation regarding Parcel #2, then the Foundation's right of first refusal shall continue. Notwithstanding anything in this Agreement to the contrary, in the event that the Board leases Parcel #2 to the third party, thereby extinguishing the Foundation's right as to Parcel #2, then at that time, the Board shall designate as "Parcel #3" a different tract adjoining the Property and comprising approximately 2.9 acres (provided such a tract exists at that time), and the Board shall grant to the Foundation a right of refusal on Parcel #3 on the terms provided for in this Section 10.2.

**ARTICLE XI**  
**INDEMNIFICATION**

To the extent allowed by law, the Foundation agrees to defend, indemnify, and hold the Board and its board members, employees, agents and attorneys (the "Board Indemnitees"), harmless from and against any and all claims arising out of or in any way connected to the Foundation's use and occupancy of the Property and the performance of all of its rights, duties, and obligations set forth in this Agreement, specifically including but in no way limited to the construction of the Work, except to the extent such claims and any resulting damages were caused by the sole fault and/or negligence of the Board Indemnitees. Said obligation shall include but shall not necessarily be limited to defending the Board Indemnitees in any legal action against them, paying in full and satisfying any claims, demands, or judgments made or rendered against the Board Indemnitees, and reimbursing the Board Indemnitees for any legal expenses, including attorney fees and court costs, which may be incurred by them in defense of any claim or legal action arising hereunder; provided, however, that the Foundation's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense obligation shall be limited to insurance proceeds which are available for this purpose, but only if the Foundation has procured and kept in force the insurance required by this Agreement.

To the extent allowed by law, the Board agrees to defend, indemnify, and hold the Foundation and its board members, employees, agents and attorneys (the "Foundation Indemnitees"), harmless from and against any and all claims arising out of or in any way connected to the Board's actions at the Property and the performance of all of its rights, duties, and obligations set forth in this Agreement, except to the extent such claims and any resulting damages were caused by the sole fault and/or negligence of the Foundation Indemnitees. Said obligation shall include but shall not necessarily be limited to defending the Foundation Indemnitees in any legal action against them, paying in full and satisfying any claims, demands, or judgments made or rendered against the Foundation Indemnitees, and reimbursing the Foundation Indemnitees for any legal expenses, including attorney fees and court costs, which may be incurred by them in defense of any claim or legal action arising hereunder.

**ARTICLE XII**  
**NOTICES**

All notices, demands, and correspondence made necessary by or provided pursuant to this Agreement shall be in writing and shall be deemed to have been properly given, served and addressed, if and when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) sent via facsimile or email, if a copy is also sent the same day via (i) or (ii) above provided that if so sent, a copy thereof is received by the sending party from the receiving party-, directed as follows:

The Board:                      Board of Supervisors of  
   Louisiana State University and  
   Agricultural and Mechanical College

Attention: President of the LSU System  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana

With copies to: Executive Director  
LSU Innovation Park  
8000 GSRI Avenue  
Baton Rouge, LA 70820

Vice Chancellor for Finance & Administrative Services and CFO  
Finance & Administrative Services  
330 Thomas Boyd Hall  
Baton Rouge, LA 70803

The Foundation, prior to the Foundation's occupancy of the Property:

5353 West Roosevelt St.  
Baton Rouge, LA 70802  
Attn: Executive Director

After the Foundation's occupancy of the Property:

The physical address of the Property.  
Attn: Executive Director

### **ARTICLE XIII**

#### **DEFAULT**

13.1 The Board may declare the Foundation to be in default upon one or more of the following events, any of which shall constitute a "Foundation Event of Default" hereunder:

a. Failure of the Foundation to complete the Work as set forth herein within three (3) years from the Effective Date of this Agreement, including any extended time period which has been mutually agreed in writing by the LSU System Representative and the Foundation, and as may be extended due to Force Majeure delays per Section 6.2, and which failure has continued for a period of sixty (60) days (or such additional reasonable time provided that the Foundation is diligently working to cure the delay, and is progressing in a reasonable fashion nearing substantial completion of the Work) after receipt of written notice from the LSU System Representative specifying such failure and requesting that it be remedied, or

b. A material deviation, unauthorized in writing by the LSU System Representative, from the plans and specifications for the Work approved by the LSU System Representative or from the exterior architectural and site plans approved by the Board, which has continued for a period of sixty (60) days (or longer period of time as

reasonably required in the event that the default cannot be reasonably cured within the deadline and the Foundation is diligently working to cure the default) after receipt of written notice from the LSU System Representative specifying such failure and requesting that it be remedied, or

c. Failure of the Foundation to observe or perform any other covenant, condition, or agreement upon its part to be observed or performed under this Agreement, specifically including but in no way limited to the Foundation's obligations under Articles IV and VIII of this Agreement, for a period of thirty (30) days (or longer period of time as reasonably required in the event that the default cannot be reasonably cured within the deadline and the Foundation is diligently working to cure the default) after receipt of written notice from the LSU System Representative specifying such failure and requesting that it be remedied, or

d. The taking by execution of the Work for the benefit of any person or entity other than the Board, or

e. A court of proper jurisdiction entering an order for relief in any involuntary case commenced against the Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for the Foundation or any substantial part of the properties of the Foundation or ordering the winding up or liquidation of the affairs of the Foundation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or

f. The commencement by the Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for the Foundation or any substantial part of the properties of the Foundation, or

g. The Foundation, after commencement of construction but prior to substantially completing the Work, abandons (with no intent to continue) construction for a period of thirty (30) consecutive days, excluding delays caused by Force Majeure, which continues for a period of fifteen (15) days after receipt of written notice from the LSU System Representative.

13.2 Whenever any Foundation Event of Default referred to in this section shall have occurred and be continuing beyond any specified cure period, then in addition to any other remedies herein or by law provided, the Board shall have the right to recover reasonable damages and, without any further demand or notice, to declare this Agreement terminated. In the event of such termination of this Agreement, the Foundation expressly waives any notice to vacate. Notwithstanding anything to the contrary set forth herein, in the event of termination of

this Agreement by the Board upon a Foundation Event of Default prior to approval by Board of final acceptance of the Work, the Board, at its sole option, shall have the right to accept full ownership of and title to the Work as well as all funds dedicated to complete the Work, and Foundation shall execute any and all documents necessary to effectuate same; provided, however, that the, Board, at its sole option, may require the Foundation to transfer its rights and obligations under this Agreement, as well as any funds the Foundation has dedicated to complete the Work, to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the Board. Furthermore, in the event of the termination of this Agreement during the Work due to the default of the contractor, the Board may call on the surety under the performance bond to complete the Work, and the Board, at its sole option, shall either become the owner of all renovations and improvements made on or to the Property, or shall require the Foundation to transfer its rights and obligations under this Agreement and any funds the Foundation has dedicated to complete the Work to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the Board.

#### **ARTICLE XIV BOARD DEFAULT**

The Foundation may declare the Board in default upon the failure of the Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and the Board has not taken any action reasonably anticipated to cure such default, then in addition to any other remedies herein or by law or equity provided, the Foundation shall have the right to select any one or more of the following remedies, without further demand or notice: to declare this Agreement terminated, to require the Board to correct the specific failure, to be reimbursed the unamortized costs of all Work and other improvements made by the Foundation to the Property, and to recover reasonable damages suffered by the Foundation.

#### **ARTICLE XV MISCELLANEOUS**

15.1 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

15.2 Attorney Fees. If either party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorney fees and costs of suit from the non-prevailing party.

15.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and the sole forum for all disputes arising out

of this Agreement shall be the Nineteenth Judicial District Court for the Parish of East Baton Rouge.

15.4 Non-Waiver. No waiver by the Board or the Foundation of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of the Board or the Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of any other covenant or option. No waiver, change, modification, or discharge by the Board or the Foundation of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

15.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

15.6 Authorization. By execution of this Agreement, the Foundation and the Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

15.7 Name, Logo, or Marks. Neither party shall make use of the other party's name, logo, or marks without its prior written consent.

15.8 Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

15.9 Assignment and Sub-Letting. The Foundation shall not assign or sublease this Agreement or any part hereof without the prior written consent of the President of the LSU System, which shall not be unreasonably withheld, and any attempted assignment or sublease without such consent shall be null and void as to the Board.

15.10 Books, Records and Audit. The books, accounts and records of the Foundation which pertain directly to the Work shall be maintained at the principal office of the Foundation. The Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Foundation and its contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to the Foundation's performance of its obligations under this Agreement until the date that the Foundation has completed and LSU has approved the acceptance of the Work. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of the Board, by independent auditors retained

by the Board to conduct such audit, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

15.11 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the Board into another educational institution.

15.12 Notice of Lease. The Foundation agrees not to record this Agreement. The parties shall execute a Notice of Lease for recording in the records of East Baton Rouge Parish, meeting the requirements of LSA R.S. 9:2742, and the cost of recording will be borne by the Foundation.

15.13 LSU System Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU System Representative, the General Counsel to the President and Board of Supervisors and/or the Assistant Vice President and University Architect are hereby authorized to act as an LSU System Representative.

15.14 Entire Agreement. This Agreement, including any exhibits attached hereto, contains the final and entire agreement between the parties hereto with respect to the Property and the Work, and contains all of the terms and conditions agreed upon with respect to the Property and the Work, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written.

15.15 Change in Circumstances of the Development. In the event that the Board or any related entity of LSU plan to no longer own the Development (including the Property) or the Property, then prior to change of ownership, the Board shall, to the extent allowed by law, offer to sell the Property to the Foundation at the then-fair market value of the Property (taking into consideration the Foundation's ownership of the Work for up to the seventy (70) year Term of this Agreement).

15.16 Subordination. Neither the Board nor any successors-in-interest to the Board's rights in and to this Agreement shall mortgage or otherwise encumber the Property without first obtaining a written agreement from the mortgagee that the mortgagee shall not disturb the Foundation's possession nor deprive the Foundation of any rights or increase the Foundation's obligations under this Agreement, and that the mortgage/encumbrance shall be subordinate to the Foundation's rights hereunder.

15.17 LSU Innovation Park Drive. The Board shall use its best efforts to secure the renaming of GSRI Avenue to LSU Innovation Park Drive as soon as reasonably possible during the Inspection Period.

15.18 Maintenance and Progress of Development. The Board shall at all times cause the Development to be maintained and operated in a first class manner consistent with similar educational/research properties in the Baton Rouge, Louisiana area and shall make available all common areas in the Development for the non-exclusive use of the Foundation, in common with other occupants of the Development. In the event that the Board shall fail to do so within the cure period provided for in Article XIII of this Agreement, then in addition to remedies provided for in Article XIII, the Foundation shall be entitled to cure the Board's default at the Board's cost and expense. The Board shall at all times use reasonable efforts to further the development and progress of the Development as an educational-research Property.

15.19 The Foundation's Property And Subordination of the Board's Privilege. Any personal property, equipment, furniture, inventory, trademarked items, signs and other movable trade fixtures installed in or on the Property by the Foundation (the "Foundation's Property"), shall remain the property of the Foundation and shall not be the property of the Board no matter how the same is affixed to the Property or used by the Foundation and regardless of whether same is subject to a valid perfected UCC security interest. The Board agrees that the Foundation shall have the right, at any time or from time to time, to remove the Foundation's Property from the Property, subject to the Foundation's obligation to continue using the Property for the Permitted Use, and provided that the Foundation shall not remove any of the HVAC mechanical equipment without the prior written approval of the LSU System Representative. The Foundation, at its expense, shall immediately repair any damage occasioned by the removal of the Foundation's Property. The Foundation shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon the Foundation's Property. From time to time, some or all of the Foundation's Property may be financed and subject to a valid perfected UCC security interest in favor of a secured creditor (the "Secured Party"). The Board hereby agrees to subordinate the Board's lessor's privilege to the rights of a Secured Party holding a valid perfected UCC security agreement with respect to the Foundation's Property and agrees, if confirmation of said subordination is requested by the Foundation or Secured Party, to promptly sign and deliver to any such Secured Party a subordination, in a commercially reasonable form, of any privilege the Board may have on the Foundation's Property ("the Board's Subordination").

15.20 Leasehold Mortgage. The Foundation may mortgage, collaterally assign or otherwise encumber any interest that The Foundation has in this Agreement or in the Work located on the Property ("Foundation Mortgage") as security for any indebtedness ("Debt") that is incurred for the purpose of constructing the Work in accordance with this Agreement or for the purpose of directly improving and/or enhancing the value of the Property and the Work. The Foundation has no authority to and shall not attempt to mortgage or encumber The Board's fee title to the Property. The Board shall reasonably cooperate with the Foundation on commercially reasonable terms regarding the Foundation's attempts to obtain financing regarding this Agreement and the Foundation's Work.

15.21 Representations and Warranties of the Parties. To induce the other party to execute, deliver and perform this Agreement, and without regard to any independent investigations made by the other party, each party represents and warrants to the other party on and as of the date of execution and delivery of this Agreement that it has full capacity, right,



power and authority to execute, deliver and perform this Agreement and all documents to be executed pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto are and shall be duly authorized to sign the same on that party's behalf and to bind that party thereto. This Agreement and all documents to be executed pursuant hereto by the parties are and shall be binding upon and enforceable against each party in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which each respective party is subject or by which each respective party is bound. Additionally, the Board represents and warrants as follows:

1. The Board owns the Property in fee simple, free of any liens, claims or encumbrances other than the title exceptions acceptable to the Foundation.
2. To the best of the Board's knowledge, there are no claims, causes of action or other litigation or proceedings pending or threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation.
3. To the best of the Board's knowledge there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Property, which have not been heretofore entirely corrected.
4. To the best of the Board's knowledge, the Property is currently zoned to permit the development of the Property for the Foundation's use per this Agreement.
5. As long as the Foundation is not in default of this Agreement beyond any applicable cure period, the Foundation shall during the Term have lawful, quiet and peaceful possession and occupation of the Property and enjoy all the rights herein granted and otherwise by law to a lessee, without hindrance, objection or interference.

15.21 Force Majeure. If either party hereto is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of Force Majeure, then upon notice to the other party the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall make good faith efforts to remedy the cause of delay and to resume performance. Nothing in this Section shall excuse the Foundation from the prompt payment of any rental or other charges required of the Foundation hereunder.

*Signature page for Ground Lease And Construction Agreement  
With Baton Rouge Speech And Hearing Foundation*

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of  
the Effective Date.

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

By: \_\_\_\_\_  
John V. Lombardi, President  
Louisiana State University System  
Date: \_\_\_\_\_

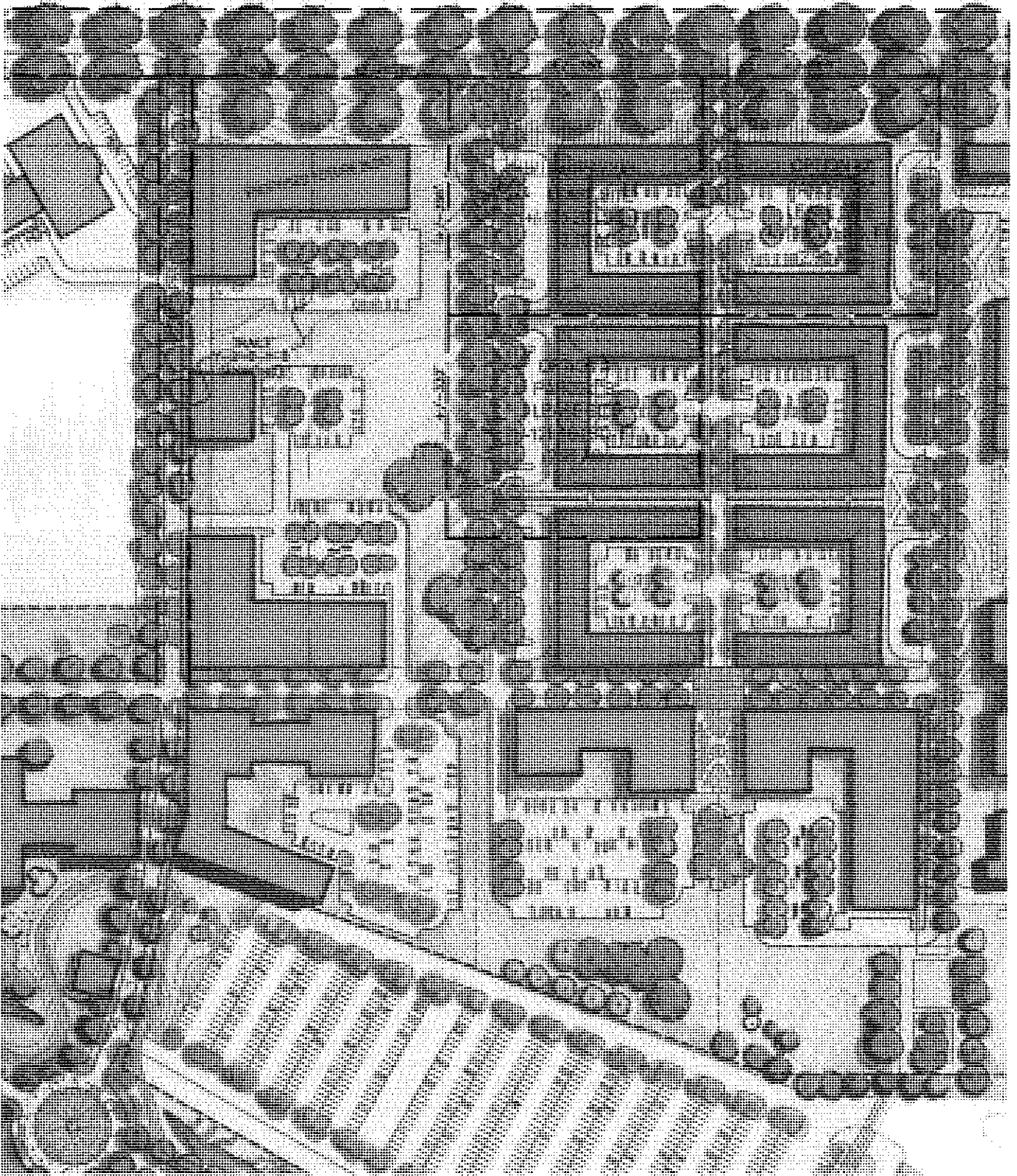
**WITNESSES:**

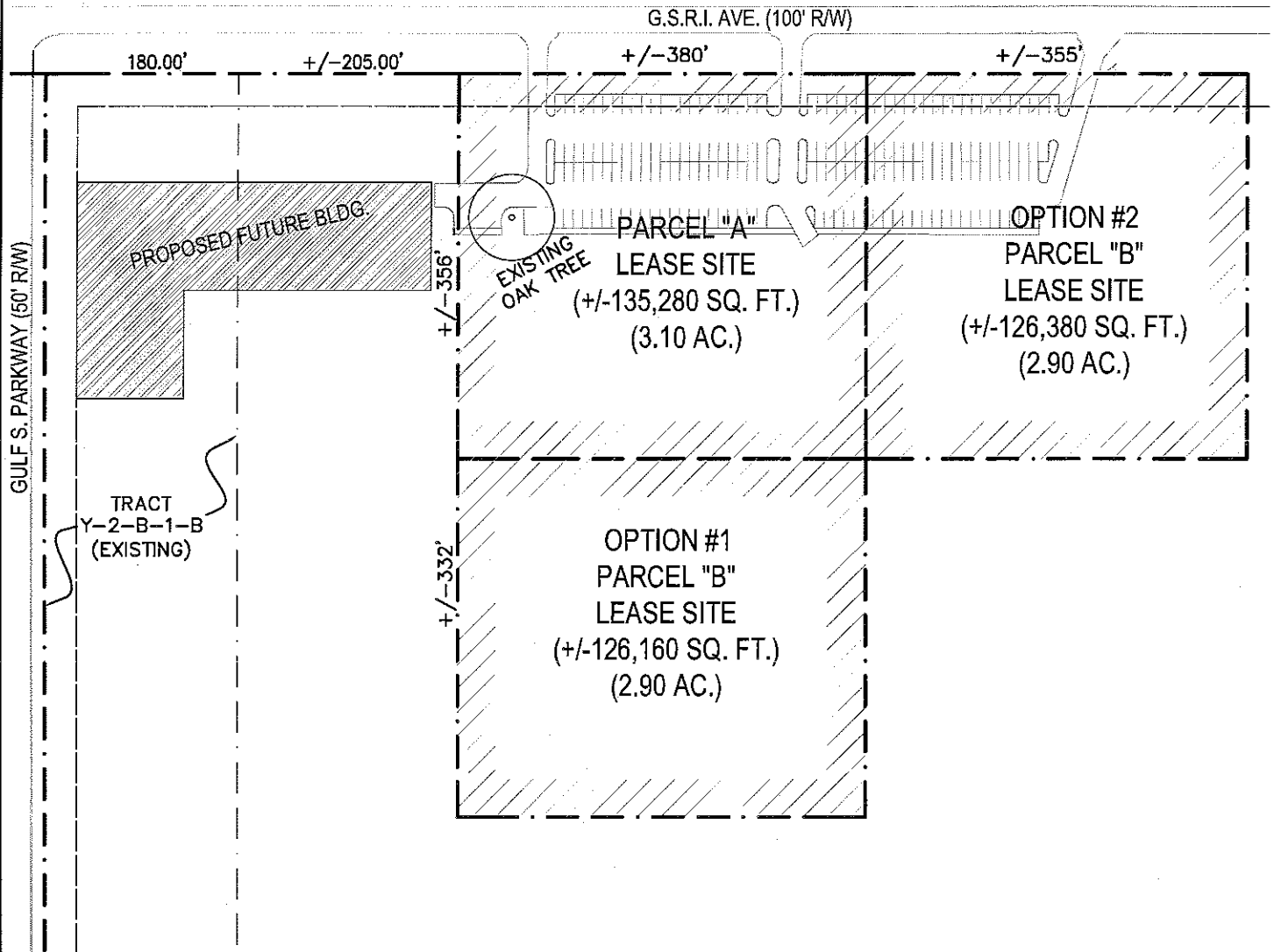
\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**BATON ROUGE SPEECH AND  
HEARING FOUNDATION**

By: \_\_\_\_\_  
Colleen Waguespack, President  
Date: \_\_\_\_\_





## **Exhibit B**

**Louisiana State University  
LSU Innovation Park  
Vision Statement  
Prepared by:  
Charles F. D'Agostino**

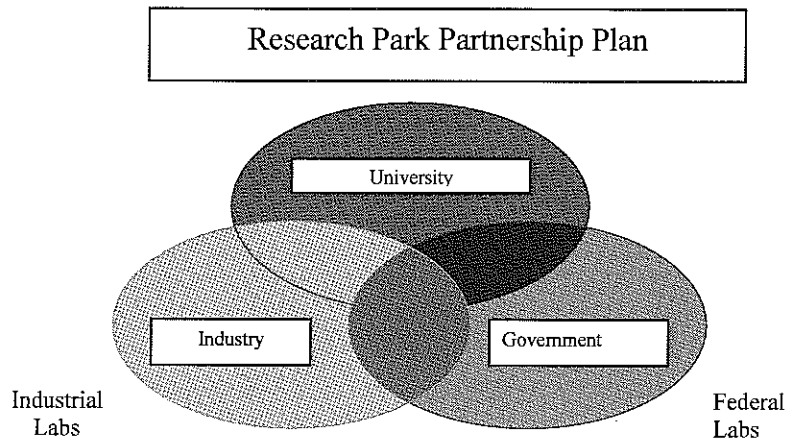
A university research park is defined by the Association of University Research Parks (AURP) as a property-based venture, which has:

- Master planned property and buildings designed primarily for private / public research and development facilities, high technology and science based companies and support services;
- A contractual, formal or operational relationship with one or more science / research institutions of higher education; and
- A role in promoting the university's research and development through industry partnerships, assisting in the growth of new ventures and promoting economic development.

The LSU Innovation Park is a physical place that creates a knowledge-based environment to sustain a research-based economy, both basic and applied, and a facility that provides physical and intellectual infrastructure that supports innovation, commercialization and collaboration. The LSU Innovation Park will become Baton Rouge and Louisiana's much needed economic development engine that will spur economic growth, job creation and wealth creation in the targeted technologies of the state of Louisiana and Louisiana State University.

The LSU Innovation Park meets these criteria by providing 140+ acres of land that can be developed into specialized research facilities in medical / biotechnology, information technology, computer sciences / electronics, software development, homeland security, disaster recovery management, agriculture, coastal resources, advanced materials / micro-machining, environmental sciences and other technologies. The Innovation Park, located five miles south of the LSU campus, provides an excellent location to translate academic research into scientific commercialization and application. The close proximity to campus makes it a desirable location for industry as well as academic researchers.

The Innovation Park will promote entrepreneurship and technology commercialization thereby expanding the Louisiana tax base, developing and retaining high quality jobs, and providing a place to expand intellectual capital of the university and the technology companies in Louisiana. Research Parks enrich the intellectual environment by assisting in the recruiting and retaining of high quality faculty, researchers and students and by attracting research funding to the state. Research Parks provide unique environments for the intersection of university, industry and government research and scientific knowledge.



In developing a mission statement, the AURP member organizations have used several recurring themes in developing their mission statement. These include economic development, collaborations, technology-based, entrepreneurial, and commercialization of technology. For example, the Purdue Research Foundation states, “A national leader in university-stimulated **economic development** and **entrepreneurship** in science and **technology commercialization.**” Research Triangle Park, a very unique and non-replicable park, states its mission as “To promote **university, academic, industry and government collaborations** leading to the establishment and maintenance of research, scientific and **technology based facilities** within the Triangle and North Carolina, **creating quality jobs and opportunities for its citizens.**”

The LSU Innovation Park could establish a mission similar to these above by focusing on university research, commercialization and economic development. In combining these components, I conceive the mission to be as such:

### Mission Statement

**The LSU Innovation Park will utilize university research and technologies as the platform to partner with governmental agencies and private research entities in collaborations that will create economic opportunities and economic stimulus to the economy of the Greater Baton Rouge area and Louisiana.** The LSU Innovation Park will promote technology-based collaborations in areas of expertise including the targeted technologies outlined in the vision statement of the state of Louisiana and other technologies developed through the university and its industrial partners.

According to the AURP, there are over 4,450 companies operating in research parks, employing over 350,000 full-time employees and over 25,000 students and interns. The total impact of North American Parks exceeds \$31 billion.

Research Parks offer mutual benefits to universities, government and industry. These include:

### **Benefits for the University:**

- Research grants and sponsored research opportunities
- Development of solutions to “real world” problems
- Attraction of industry expertise
- Access to highly specialized equipment and resources
- Attraction of business and industry experts as adjunct faculty
- State of the art facilities and access to market trends (learning where industry is focusing)
- Opportunities for faculty consulting, recruiting, retention and joint venture research
- Internships / Co-op programs for students
- Career opportunities for students upon graduation

### **Benefits for Government & Industry**

- Access to state-of-the-art expensive equipment (i.e. CAMD, Queen Bee, CCT etc.)
- Sponsored research opportunities
- Faculty as consultants
- Students – under grad and graduate students
- Commercialization expertise – patenting, technology transfer and marketing
- Libraries, facilities, cultural and sporting events
- Outstanding and prestigious environment to work
- Campus like setting offering cross-fertilization and joint venture research and commercialization opportunities

The U.S. Congress, based on leadership from the AURP, passed the American Competitiveness Act 2006, which makes available funding for research parks. In addition, the US Department of Commerce – EDA and other federal, state and local entities have supported research park development nationally.



## Preliminary Information for LSU Participation in a Significant Joint Project

### Proposal Submission

LSU participation in a collaborative project with external entities for which no recognized alternative review process presently exists should provide the following information where applicable to the Chancellor (or equivalent) for review. This process serves to move initiatives for collaboration in economic development and other joint venture projects quickly and smoothly to a point of decision. Because the university's obligations under state and federal law and regulation are complex, it is critical to the success of these ventures that the campus identifies any complicating issues early so they can be resolved quickly and without unnecessary delays. Explicit information on the issues outlined below will greatly facilitate problem resolution and enhance the ability of LSU to be a dynamic and entrepreneurial participant in the state's economic development agenda. In recent experience, vague and imprecise information about significant projects have delayed approvals and created unnecessary difficulties in the process of negotiating a successful conclusion to important initiatives.

When chancellors (or equivalent) determine that the collaboration described below has been sufficiently developed and is likely to be in the best interests of the campus, they will endorse and transmit the following document to the System President at the earliest reasonable time. It is important that participants understand the requirements of Article VII, § 8.F.3 of the Board's Bylaws that no public announcement or formal or informal commitment to a proposed collaborative project should take place without the Chancellor's endorsement of the project, preparation of the following information, and prior consultation with the President.

### Proposal Development

The purpose of this document is to assist the campus in making its *preliminary* evaluations of proposals for LSU to participate in significant projects involving cooperation with private businesses, government agencies, non-profit entities, and other non-LSU entities. It should be completed by a designated LSU campus employee using information obtained from university participants in the collaboration and the proposing entity or agency, or independently where required. After initial completion, the campus should review this information in accordance with its own procedures. Final action is subject to the Board Bylaws and state law. The information requested in this document will serve to expedite consideration of such proposals.

It will likely assist the various participants in proposed joint projects to receive a copy of the **General Policy Statement for Participation in Significant Joint Projects**. Posting this document on campus and university websites will help ensure that everyone interested in developing joint venture has a clear understanding of how to move them quickly to full consideration and potential approval within the context of a public academic institution.

The campus-designated employee should begin the completion of this form at the earliest practical stage of discussions. Submitting the form will initiate discussions within the campus administration and with any affected departments to assure that the proposed project is consistent with institutional priorities and evaluate whether it should proceed to the development of a more formal proposal in accordance with campus and Board policies. This will allow for efficient screening of proposals, so that more time and resources can be directed to those project proposals with a greater chance of being accepted. It also avoids misunderstandings of what specific information is required to obtain further consideration. While it is the campus' responsibility to develop the information and complete the form, the potential joint project participants should be fully informed of the nature and quality of the information needed. Moreover, much of the information required for a successful proposal will come from the collaborating partners.

This form is to be used for transactions in which it is proposed that LSU (through a campus) will participate jointly with an outside agency, non-profit entity, or private business. This includes economic development



projects, some cooperative endeavor agreements, non-traditional financing arrangements to fund construction of LSU facilities, construction or lease of facilities which will be jointly occupied by LSU and outside entities, granting of utility right of ways and similar projects, whether directly through LSU or through an affiliated entity. *This form is not intended to substitute for already established review procedures used for such purposes as sponsored research grants, applications for research grants, the licensing of intellectual property, routine leases and capital improvement projects for internal LSU projects, proposals for academic affiliation, and similar matters of a more routine nature.*


Once the Chancellor determines that a proposal merits further and more detailed consideration, the campus will assign personnel to review the matter and participate, as appropriate, in developing it more fully as required by the Board Bylaws. A determination to proceed with developing the proposal more fully does not constitute provisional or final recommendation or approval of the project by the campus or the LSU Board. Approval of the project itself is subject to the requirements of the Bylaws and Regulations of the LSU Board of Supervisors and state law based upon a written recommendation from the Chancellor and a full review of the completed final proposal and a submission in accordance with Article VII of the Bylaws.

Information for this form should be included in the space provided. Where available and when appropriate, campus personnel can attach detailed schedules. If additional detail is not yet available when the campus first submits a preliminary proposal, the campus may add additional information later as part of the process of developing the proposal for subsequent review and consideration by the campus chancellor. Once campus chancellors determine that sufficient detail is available, they can submit the proposal to the president for review and consideration for placement on the Board agenda. In accordance with Board bylaws, the president will place the item on the agenda or, if appropriate, consult with Board leadership to determine if the item is ready for formal consideration.

This form has two sections to be completed. Section 1 outlines the information likely to be needed for a full project proposal; Section 2 provides a framework for information about the entities (companies, agencies, and individuals) key to the proposal. To comply with the state's Ethics Code, question 9 in Section 2 requires a certification regarding any participation by LSU personnel in the company or the project, and reminds LSU participants that the institution has a *continuing duty* to promptly notify LSU of any change in the LSU participants.

In some prospective joint ventures involving LSU and private enterprise, confidential proprietary information may be involved. While the university has clear obligations under state law to provide information to the public, under some relatively narrow circumstances, the university can maintain confidentiality about ongoing discussions related to certain transactions. However, even when information required for approval may need to be withheld from preliminary discussions, by the time a proposal is presented to the president for review and possible consideration by the Board, the information outlined below will almost certainly be required. For any issues related to confidentiality or appropriateness of information disclosure, campus participants should consult with the System office of General Counsel.

# Preliminary Proposal for LSU Participation in a Significant Joint Project

Collaborating Entity (company, government agency) Name & Address	LSU Contact & Title
Baton Rouge Speech & Hearing Foundation	Charles F. D'Agostino
Collaborator's Contact Persons	LSU Contact Phone
Colleen Waguespack, Board President	225-578-7555
Melissa Juneau, Executive Director	LSU Contact Email
Robert Pettit, Capital Campaign Cabinet Member	cdag@LSU.edu
Collaborator's Contact Phones	Proposal Date
225-343-4232	December 23, 2011
Collaborator's Contact Emails	Signature of LSU Contact
<a href="http://www.brshf.org">www.brshf.org</a>	

## Section 1 – Project Summary

In the space provided on the form, provide concise information on each topic. Where indicated or helpful attach supplemental tables and other documents providing more detailed information.

1. Describe the project for involving LSU participation. Attach, on 8 1/2" x 11" paper, a more detailed explanation if additional space is required.

The Baton Rouge Speech and Hearing Foundation (BRSHF) is interested in leasing land at the LSU Innovation Park (located on LSU's South Campus) to construct a new facility for a proposed new, 25,000+ square foot facility to conduct the service of providing treatment, training, and assistance to citizens with speech and hearing challenges as well as to expand the Autism program. The entity is interested in leasing from the LSU Innovation Park 3.1 +/- acres of land to construct the facility and to have ample space for new Autism programs, parking, playgrounds, and outside educational areas. The Baton Rouge Speech and Hearing Foundation is also requesting a first right of refusal on an additional 2-3 acres adjacent to the property for future expansion. The entity projects construction costs to be approximately \$5,000,000 to \$6,000,000. BRSHF currently has a relationship with various colleges and departments at LSU. In addition, the entity currently works with faculty and employs approximately 30-40 LSU students monthly with an annual student payroll of \$127,000. BRSHF would like to enter into a land lease for 30-years with renewal options on an initial 3.1 acres with a first right of refusal on an adjacent tract of land measuring 2-3 acres.

The BR Speech and Hearing Foundation meets the covenants and restrictions and accepted uses of the LSU Innovation Park as established in the park documents. In addition, the entity would comply with the architectural covenants set forth in the master plan for the LSU Innovation Park.

LSU and the BRSHF have enjoyed a long-standing collaborative relationship, as the organization currently employs student workers and interns at the undergraduate, graduate, and PhD levels each semester. Students are given the opportunity to participate in work with patients dealing with a variety of challenges, including communications disorders, special education needs, psychology, occupational therapy, speech pathology, and audiology. In addition, BRSHF is working with faculty on research projects and are interested in co-submitting research proposals on Autism treatment and educational programs with LSU. The organization also allows LSU researchers to utilize data

collected over the last 20+ years in providing these services. In summary, the BRSHF mission is directly aligned with the goals and vision of the LSU Innovation Park.

2. LSU Contributions – Briefly describe commitments of LSU institution resources anticipated. When significant resources are involved, a detailed schedule including estimated values, expected construction costs if any, and other information will be helpful. Please indicate which entities are responsible for the estimates of the institutional resources and whether an LSU contact or a collaborating entity contact provided the rationale for the estimates.

Resources	Value or Amount	Explanation
Construction or renovation of facilities	\$5-6 Million	All costs to be covered by the Baton Rouge Speech & Hearing Foundation with no costs to LSU
<input type="checkbox"/> Shared or dedicated use of facilities		LSU students, faculty, and researchers will work with the BRSHF staff on projects.
<input type="checkbox"/> Purchase or use of equipment		None
<input type="checkbox"/> Faculty time		None
<input type="checkbox"/> Physical Plant staff time		None
<input type="checkbox"/> Computing staff time		None
<input type="checkbox"/> Other staff time		None

<input type="checkbox"/> Other resources		
<p>3. Identify sources for funding any anticipated LSU capital costs. Elaborate in detail in paragraph 7, below.</p>		
<p>LSU will have infrastructure funding from other, non-LSU sources including current contract with Louisiana Economic Development (LED), to cover making the site ready for the client to build the facility. The current site project is fronting GSRI Avenue and has water, sewer, and all utilities at the site. Sites considered "shovel ready" with no LSU costs anticipated.</p>		
<p>4. Identify sources for anticipated additional LSU operational costs. Elaborate in detail in paragraph 7, below.</p>		
<p>Park grounds upkeep will be paid by common area fees paid by all park tenants. LSU currently covers these costs and no extra costs are anticipated by this project.</p>		
<p>5. Many projects anticipate growth and expansion. Where this is appropriate provide strategic and market analysis demonstrating the basis for anticipating project success. In this analysis briefly describe the key predictions or variables which will likely determine the success of the project (attracting customers, patients or students, obtaining financing, hiring the right personnel, inventing a new technology, etc.). Where appropriate, attach a schedule detailing the key variables and identifying the basis for any predictions regarding anticipated use of resulting products or services by customers, patients, students, etc.</p>		

The programs conducted by the BRSHF are anticipated to grow and create more opportunities for LSU students, faculty, and researchers. Any building expansion will be paid for by the BRSHF. The entity has requested a right of first refusal on the adjacent 2-3 acres for expansion and since LSU has in excess of 160 acres, this poses no impact or restraint on LSU and the LSU Innovation Park.

6. Financial Plan – Briefly describe the financial plan for the project, including expected revenues and expenses for at least the first 5 years. Attach a detailed financial *pro forma*. The *pro forma* should specifically identify the most significant expenses anticipated for the project, such as facility costs, leadership personnel, equipment costs, software, other operating costs, etc. and indicate the sources of funding and the distribution of revenue. In the event there are contingencies involved, regarding possible deficits or additional contributions to revenue or other financial risks, identify those risks and the cooperating entities responsible for covering any such contingencies or risks.

The Baton Rouge Speech and Hearing Foundation (BRSHF) will enter into a 30-year land lease with the LSU Innovation Park (Board of Supervisors) with renewal options. The entity will pay a land lease rate to LSU and be responsible for the construction, maintenance, upkeep, and operations of the building and site. The land lease is structured according to real estate values developed by the consultants of the park and real estate comparable data in the area. Due to the non-profit status of the BRSHF and the strong academic and research relationship with LSU, the lease payments are reduced in years 1 and 2 then accelerated in years 3-5 to conform lease value.

Project Assumptions:

- Area of land needed for the land lease: 3.10 acres
- First Right of Refusal on adjacent 2-3 acres for expansion at the initial lease rate for the 3.10 acres
- Square feet of land on initial lease: 135,036
- Value per acre: \$100,000
- Total value of land: \$310,000
- Value per square foot: \$2.30
- 30-year lease with two 20-year options with a rate increase every five (5) years at 3%, first 5-years as shown below due to concession for lower rate in first two years of construction.

Years	Increase per five years 3%
1-2	\$12,600
3-5	\$22,600
6-10	\$19,158
11-15	\$19,733
16-20	\$20,325
21-25	\$20,934
26-30	\$21,562
31-35 Option year	\$22,209
Payment over term of 30 years	\$601,562

## Section 2 – Corporate Information

For each of the cooperating entities other than LSU, provide the following information as appropriate. A Company refers to any legal entity, including corporations, partnerships, LLSs, not-for-profits, etc. If the entity has not yet been legally formed, provide the following information for the anticipated new entity. In the case of cooperation with a state or local government agency, only sections 1-3, 4, and 9 will apply.

1. Legal name of legal entity, as it appears in the records of the Secretary of State; or anticipated name of new entity. Baton Rouge Speech & Hearing Foundation	
2. Headquarters Address Baton Rouge Speech & Hearing Foundation 535 West Roosevelt Street Baton Rouge, LA 70802	3. Louisiana Address, if different
4. Owners – List the names of all individuals with a profit interest in the company (does not apply to publicly-traded corporations). Indicate the legal form of the company (i.e., corporation, non-profit corporation, partnership, LLC, etc.) Colleen Waguespack, President of the BRSHF Board Leslie Berg, Vice President Melissa Juneau, Executive Director Project leaders: Mark Rohr, Robert Pettit, Kevin Reilly, Sr., Christel Slaughter.  A non-profit corporation, 501c3	
5. Management – List the names and titles of key management officers, such as CEO, CFO, etc. Melissa Juneau, Executive Director Colleen Waguespack, Board Chairman Melissa Mulkey, Immediate Past Chair	
6. Consultants – List the names of any individuals or companies being paid primarily to assist with, or whose compensation (in whole or part) is contingent upon, obtaining LSU or state participation in this project. none	

7. Board of Directors – List the names of the members of the board of directors of the company. Melissa Allen, Leslie Berg, Melissa Blake, Marvin Borgmeyer, Cynthia Bridges, David Clary, Vicki Crochet, Michael DePaul, Camilla Ford, Dr. Charlotte Hollman, Jake Mayo, Melissa Mulkey, Robert Pettit, Ryan Thibodeaux, Colleen Waguespack, Kevin Reilly Sr.
  
8. Legal Entity History and General Information – Briefly describe the history of the entity, including what industry it is in, when it was started, approximate number of current employees, etc. Non-profit founded in 1960 and Capital Area United Way partner
  
  
  
  
  
  
  
  
  
  
9. LSU Personnel Participation – List the names and titles of any LSU employee or known member of the LSU Board of Supervisors, and any member of the immediate family of any such employee or member of the Board (as defined in the Louisiana Code of Ethics, R.S. 42:1101 et seq.) who either: (1) has or is expected to obtain an ownership or other profit interest in the company, (2) has or is expected to make an investment in the company or this project, (3) is or is expected to become employed by, or a consultant to, the company, (3) is on or is expected to join the board of directors of the company, or (4) has or is expected to obtain any other substantial economic interest in the company or any aspect of this project. If no such individuals exist, simply answer "None."

none

*I certify that I have exercised reasonable diligence to determine whether any LSU personnel or their immediate families have a financial interest in the company or this project, as described in the answer to question 9 above, and that the information contained in the answer to question 9 is true and accurate to the best of my knowledge. I agree that I will provide additional information to LSU promptly if the answer to question 9 should change, or if I discover that the answer provided was inaccurate. I understand this diligence is required by the Ethics Code.*



Signature & Date Charles F. D'Agostino

12/23/2011

Charles F. D'Agostino, Executive Director, Louisiana Business & Technology Center and LSU Innovation Park  
Printed Name & Title



### **Inspection Periods for Site Preparation**

In many real estate transactions, the buying/leasing entity will request an inspection period to investigate the site, complete architectural plans, confirm utility connections, obtain permits and perform due diligence on the site before closing on the property. The Baton Rouge Speech and Hearing Foundation (BRSHF) has requested that an inspection period be provided as part of the terms of the lease agreement.

As outlined in the agreement, the inspection period will commence on the effective date of the agreement and expire upon the parties' accomplishment of the objectives outlined below and the Foundation's commencement of construction, or upon the passage of twelve (12) months from the effective date of the agreement (whichever occurs first). During the inspection period, the parties will work in good faith and take reasonable actions to accomplish the following objectives:

- The Foundation will to the extent deemed necessary, at its sole expense, inspect the Property, arrange for all necessary surveys (if the Foundation wants additional survey work other than the boundary survey provided by the Board), soil borings, and other site investigations, review title to the Property, and perform other studies and, investigations deemed necessary by the Foundation.
- The Foundation will at its sole expense provide for the preparation of all design and supporting documentation for construction, including but not limited to the plans and specifications for work and the exterior architectural and site plans for the property and work, and obtain all necessary approvals for the plan, specifications, contracts, and other documents as required by the agreement.
- The Foundation will at its sole expense obtain all necessary permits, licenses, and other approvals from regulatory agencies or bodies necessary to commence construction.
- The Foundation will at its sole expense enter into a construction contract for the construction of the work and obtain the approval of the construction contract from the Board.
- The Foundation will secure funds from donations, financing, or otherwise sufficient means to pay for construction of the work.
- The Foundation will determine if all utilities are available at the property and sufficient for the Foundation's use.
- The parties will agree upon the precise location of the property and the Board will provide to the Foundation the boundary survey.
- The parties will satisfy all other conditions expressly provided for in the lease agreement, which are to be satisfied during the inspection period, or they may waive any such conditions at their discretion.

In summary, the Executive Director of the LSU Innovation Park does not believe the request by the Baton Rouge Speech and Hearing Foundation (BRSHF) will impact the LSU Innovation Park as the Park is in the initial stages of development. In addition, there are substantial managerial, policy, and development issues that will be resolved during this time period.



LOUISIANA STATE UNIVERSITY

Attachment E  
(2 pages)

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## CAMPUS CORRESPONDENCE

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**To:** John V. Lombardi  
President

**From:** Mike Martin  
Chancellor

**Date:** March 19, 2012

**Subject:** Request for Insurance Waiver

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The Baton Rouge Speech and Hearing Foundation (BRSHF), a non-profit corporation, would like to enter into an agreement with the LSU Board of Supervisors (BOS) for the lease of grounds within the LSU Innovation Park, located on Nicholson Drive and GSRI Avenue. The BRSHF would construct building(s) on the grounds within the terms of the lease and construction agreement. The facility that BRSHF has proposed to construct is an approximately 26,000 sq. ft. clinic that would provide increased space for Autism programs and other related therapies the entity provides to the community. BRSHF projects construction costs to be approximately \$5,000,000 to \$6,000,000 for the new facility.

The BRSHF has had a long and outstanding relationship within the Baton Rouge community since 1960. The mission of the entity is to provide clinical services that give clients the capacity to reach optimal levels of independent communication and social interaction, through research-based best practices, leading technology, and highly trained professionals. BRSHF joining the LSU Innovation Park would further the mission of not only the entity, but the University by developing a strong research partnership and providing employment opportunities for students.

The BRSHF and the Executive Director of the LSU Innovation Park have requested that the University submit a waiver to the BOS to reduce the general liability insurance coverage from \$2M/\$5M to \$1M/\$2M. As a result, a risk analysis/assessment was conducted by LSU Risk Management and Environmental Health and Safety (EHS) in Finance & Administrative Services (FAS). The assessment included a variety of activities including the anticipated activities to be performed within the LSU Innovation Park and the facilities that would be constructed. Upon review of the contract and planning documents, LSU Risk Management personnel recommend the following actions be taken in order to minimize the risk with the granting of the insurance waiver.

- Location: The facility/project should be located so that a catastrophic loss does not impact additional buildings and property at the LSU Innovation Park (e.g., fire).
- Contractors: All contractors and sub-contractors utilized by the BRSHF should meet LSU insurance requirements. Additional insurance waivers should only be granted in writing upon completion of a risk analysis/assessment acceptable by the LSU System Representative.

It is important to note that Baton Rouge Speech and Hearing Foundation, INC. will indemnify, defend, and hold harmless the University according to the terms of the lease agreement (see Article 11 in the lease agreement). Research was also performed with regards to best practices at peer research parks (e.g., Georgia Tech). Based on the information provided by the Executive Director of the LSU Innovation Park, other research parks have similar standards (\$1M/\$2M) for general liability insurance coverage in place.

The Executive Director of the LSU Innovation Park believes the level of risk is acceptable. As a result, LSU Risk Management recommends that the controls outlined above be put into place if the waiver request is approved. In summary, the University requests approval to proceed with the BRSHS's request to waive the LSU System Insurance requirements and allow lower limit policies for general liability insurance coverage that appear to be common among peer research parks.

Thanks for your consideration of this request. Please let me know if you have any questions.

### **Research Park Lease Terms**

According to members of the Association of University Research Parks (<http://www.aurp.net>), most research parks that lease land rather than sell land enter into long-term land leases with the building owners at the park. For business owners to invest substantial capital into construction and operation of a building on park property, owners need assurance that the entity will be able to fully use and amortize their assets. As a result, private sector businesses typically will not invest \$5,000,000 to \$25,000,000 on building a facility without assurance that they have ownership and use of the building for its useful life.

Based on research conducted, typical research park land leases range from a thirty (30) year lease with two ten (10) year options to a fifty (50) year lease with various options. In addition, most building owners are willing to execute a lease that allows them use and ownership of the facility for a minimum of 50 years to upwards of 70 years. Parks contacted included the University of Wisconsin – Madison, University of Arizona – Tucson, Georgia Tech – Tech Square, University of North Texas, and Purdue Research Park.

### Research Park Lease Rate

The Baton Rouge Speech and Hearing Foundation (BRSHF) will enter into a 30-year lease with the LSU Board of Supervisors with renewal options. BRSHF will pay a land lease rate to LSU and will be responsible for the construction, maintenance, and operations of the building and site. The land lease is structured according to real estate values developed by the consultants of the park and real estate comparable data in the area.

When determining the lease rate, the major comparable used by the Executive Director of the LSU Innovation Park was that LSU purchased the land facing Nicholson Drive for \$100,000 per acre from the Steinbach Family (no comparable sites for the GSRI property were found to exist). In addition, the Executive Director worked with colleagues at the Association of University Research Parks (<http://www.aurp.net>) to compute a fair land lease rent based on a value of \$100,000 per acre. Due to the non-profit status of the BRSHF and the academic/research relationships with the University, the lease payments will be reduced in years 1 and 2 to assist BRSHF in start-up and added back in years 3-5 to conform to the lease value.

Additional details are outlined below.

#### Project Assumptions:

- Area of land for land lease: 3.1 acres
- Square feet of land on initial lease: 135,036
- Value per acre: \$100,000
- Total value of land: \$310,000
- Value per square foot: \$2.30
- Market ground lease rental rate of 6%
- 30-year lease with two 20-year options with a rate increase every five (5) years of 3%, first 5-years as shown below due to concession for lower rate in first two years of construction.

Years	Rent		Years	Rent
1-2	\$12,600		36-40	\$22,875
3-5	\$22,600		41-45	\$23,561
6-10	\$19,158		46-50	\$24,268
11-15	\$19,733		51-55	\$24,966
16-20	\$20,325		56-60	\$25,746
21-25	\$20,934		61-65	\$26,518
26-30	\$21,562		66-70	\$27,313
31-35	\$22,209			



**RECOMMENDATION TO APPROVE A  
COOPERATIVE ENDEAVOR AND LEASE AGREEMENT  
BETWEEN THE BOARD OF SUPERVISORS AND THE  
TIGER ATHLETIC FOUNDATION FOR IMPROVEMENTS TO THE  
SOUTH END ZONE OF TIGER STADIUM**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8. D. 2 (a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

D.2(b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structure involving a total of \$500,000 or more.

**1. Summary of Matter**

The Tiger Athletic Foundation proposes to enter into a Cooperative Endeavor and Lease Agreement with the LSU Board of Supervisors to lease from LSU certain land and existing improvements in order to construct and provide improvements to the south end of Tiger Stadium.

The Cooperative Endeavor provides for the Tiger Athletic Foundation to design and construct a new freestanding facility on the south side of Tiger Stadium consisting of (a) two new suite levels containing a total of sixty (60) suites and containing a total of approximately 1,380 seats (Tiger Den Suites South); (b) a new club level containing approximately 3,000 Club Seats South; (c) new food service and related areas for the South End Zone addition; (d) a new South End Zone Upper Deck to include a capacity of approximately 1,900 seats, including wheel-chair accessible seating; and (e) related improvements. In addition, TAF will design, develop and construct new scoreboards in the South End Zone, at TAF's cost and expense, all in accordance with plans and specifications to be approved by LSU.

The Cooperative Endeavor also provides that the Tiger Athletic Foundation will design and construct new or improved LSU Olympic Sports facilities in accordance with the terms of one or more lease agreements to be negotiated and executed by and between TAF and the Board of Supervisors subsequent to the effective date of this Cooperative Endeavor. These subsequent lease agreements for the Olympic Sports facilities will require additional approval by this Board prior to execution.

In addition to costs associated with the new scoreboards, which will be paid by TAF with cash on hand, TAF shall expend a total amount, including for both hard and soft costs, of one hundred million dollars (\$100,000,000.00) for the design, development, performance and construction of the South End Zone Facilities and Olympic Sports improvements. The Cooperative Endeavor provides that the Foundation is under no obligation to expend more than the one hundred million dollars (\$100,000,000) in addition to costs associated with the new scoreboards. It is anticipated that commencement of construction for the South End Zone Facilities shall begin September 1, 2012. The Cooperative Endeavor provides that substantial completion of the South End Zone Facilities, including the Scoreboards, is to be achieved before the first LSU home varsity football game of the 2014 season.

Pursuant to the Cooperative Endeavor, LSU will grant to TAF a Ground Lease for fifty (50) years. The newly constructed South End Zone Facilities will be leased to LSU by TAF commencing upon Substantial Completion for a term ending on June 30, 2049, with certain use reserved by TAF on the day of home football games and other special events.

TAF intends to issue bonds in the amount of \$100,000,000 for the construction of the South End Zone Facilities, and construction of the future Olympic Sports improvements.

## **2. Review of Business Plan**

Attached are the Major Terms and Conditions that TAF has negotiated with respect to the issuance of the \$100,000,000 million debt for the construction of the work.

## **3. Fiscal Impact**

The Cooperative Endeavor provides that LSU will pay annual rent to TAF of four million dollars (\$4,000,000.00). LSU will receive revenue each year for its sale of approximately 6,000 additional tickets in Tiger Stadium beginning in 2014. The campus represents that the project's total estimated annual net revenues to LSU is four million ninety-thousand dollars (\$4,090,000.)

## **4. Description of Competitive Process**

Not applicable.

## **5. Review of Legal Documents**

A copy of the proposed Cooperative Endeavor and Lease Agreement is enclosed.

## **6. Parties of Interest**

- Board of Supervisors
- Tiger Athletic Foundation

## **7. Related Transactions**

Agreements for the design and construction of LSU Olympic Sports Facilities will be presented to the Board for approval at a later date.

## **8. Conflicts of Interest**

None known.

### **ATTACHMENTS:**

- Letter from Chancellor Martin
- Proposed Cooperative Endeavor and Lease Agreement
- Attachment 1- Major Terms and Conditions
- South End Zone schematic design

## RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System to execute the Cooperative Endeavor and Lease Agreement by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Tiger Athletic Foundation for the construction of improvements related to the South End Zone of Tiger Stadium and to execute all approvals, consents, certifications and such other documents as are necessary to effectuate the transactions contemplated by the Cooperative Endeavor and Lease Agreement, all such agreements, approvals, consents, certificates and other documents to contain such terms and conditions as President Lombardi deems in the best interest of the Board of Supervisors; and

**BE IT FURTHER RESOLVED** that the Board approves and adopts the rules, regulations, and requirements relative to the demolition, erection, development, construction, performance and maintenance of the structures to be erected upon the land covered by the Cooperative Endeavor and Lease Agreement and acknowledges that same have been duly incorporated into the Cooperative Endeavor and Lease Agreement, all as required by Louisiana Revised Statutes 17:3362A, and hereby in accordance with law, waives any requirement for the formulation and adoption of any additional such rules, regulations and requirements; and

**BE IT FURTHER RESOLVED** that the Board, in accordance with law, waives the right to require the removal of any structure erected on the lands covered by the Cooperative Endeavor and Lease Agreement in the event Tiger Athletic Foundation fails, neglects, or refuses to comply with the rules, regulations, or requirements set forth in the Cooperative Endeavor and Lease Agreement, all as authorized by Louisiana Revised Statutes 17:3362B, except as set forth in said Cooperative Endeavor and Lease Agreement; provided, however, the Board reserves the right to enforce any and all other available remedies for such failure, neglect or refusal; and

**BE IT FURTHER RESOLVED** that the Board, in accordance with law, waives any right to terminate the Cooperative Endeavor and Lease Agreement and require the removal of the structures erected pursuant thereto upon the failure of the Tiger Athletic Foundation to conform to the rules and regulations relative to the conduct and social activities of occupants of the structures erected on the land covered by the Cooperative Endeavor and Lease Agreement, all as authorized by Louisiana Revised Statutes 17:3364, except as set forth in said Cooperative Endeavor and Lease Agreement; provided, however, the Board reserves the right to enforce any and all other available remedies for such failure; and

**BE IT FURTHER RESOLVED** that the Board does hereby acknowledge that the design of the improvements to the South End Zone of Tiger Stadium is in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the Assistant Vice President and University Architect, his designee or successor as determined by the President; and

**BE IT FURTHER RESOLVED** that the Board finds an acceptable University Purpose for the Tiger Athletic Foundation to enter into the Cooperative Endeavor and Lease Agreement pursuant to the provisions of Section 6.3 of the Uniform Affiliation Agreement between the Board and the Foundation; and

**BE IT FURTHER RESOLVED** that the agreements for design and construction of LSU Olympic Facilities shall be presented to the Board of Supervisors for further approval.”





**RECOMMENDATION TO APPROVE A  
COOPERATIVE ENDEAVOR AND LEASE AGREEMENT  
BETWEEN THE BOARD OF SUPERVISORS AND THE  
TIGER ATHLETIC FOUNDATION FOR IMPROVEMENTS TO THE  
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## **4. Description of Competitive Process**

Not applicable.

## **5. Review of Legal Documents**

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- Tiger Athletic Foundation

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**BE IT FURTHER RESOLVED** that the Board approves and adopts the rules, regulations, and requirements relative to the demolition, erection, development, construction, performance and maintenance of the structures to be erected upon the land covered by the Cooperative Endeavor and Lease Agreement and acknowledges that same have been duly incorporated into the Cooperative Endeavor and Lease Agreement, all as required by Louisiana Revised Statutes 17:3362A, and hereby in accordance with law, waives any requirement for the formulation and adoption of any additional such rules, regulations and requirements; and

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**BE IT FURTHER RESOLVED** that the Board finds an acceptable University Purpose for the Tiger Athletic Foundation to enter into the Cooperative Endeavor and Lease Agreement pursuant to the provisions of Section 6.3 of the Uniform Affiliation Agreement between the Board and the Foundation; and

**BE IT FURTHER RESOLVED** that the agreements for design and construction of LSU Olympic Facilities shall be presented to the Board of Supervisors for further approval.”

**PERSONNEL ACTIONS REQUIRING  
BOARD APPROVAL**

**April 27, 2012**

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**April 27, 2012**

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Personnel Actions Requiring Board Approval  
April 27, 2012

FILL A VACANCY

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 LSU A&M	Raymond, Corey J.	02/28/12	Assistant Coach Football	\$300,000	Auxiliary
2 HCSD	Halbert, Mary Hilligarde	03/01/12	Pharmacy Director - University Medical Center	\$150,000	State
3 HCSD	Jones, Jerry W.	05/01/12	Director of Facility Planning and Management LSU HCSD Headquarters	\$173,000	State

**Personnel Actions Requiring Board Approval  
April 27, 2012**

**PROMOTIONS**

<b>Campus</b>	<b>Name</b>	<b>Effective</b>	<b>Title</b>		<b>Old Salary</b>	<b>New Salary</b>	<b>Difference</b>	<b>Source</b>	<b>Pct Chg.</b>
1	Ag Center	LaBonte, Don R.	11/01/11	Director of the School of Plant, Environmental and Soil Science	Base	\$103,899	\$123,500		
					Supp	-	\$ 13,250		
						<u>\$103,899</u>	<u>\$136,750</u>	\$19,601	State 31.7%

Personnel Actions Requiring Board Approval  
April 27, 2012

FACULTY PROMOTIONS

Campus	Last Name	First Name	Current Rank	Recommended Rank	Department	College	Effective Date
LSU	Baumgartner	Jennifer	Assistant Professor	Associate Professor with Tenure	Human Ecology	College of Agriculture	8/13/2012
LSU	Chaney	Cassandra	Assistant Professor	Associate Professor with Tenure	Human Ecology	College of Agriculture	8/13/2012
LSU	Li	Bin	Assistant Professor	Associate Professor with Tenure	Experimental Statistics	College of Agriculture	8/13/2012
LSU	Walsh	Maud	Associate Professor	Professor	Plant, Environment and Soil Science	College of Agriculture	8/13/2012
LSU	Ariaz	Jeremiah	Assistant Professor	Associate Professor with Tenure	Art	College of Art & Design	8/13/2012
LSU	Zou	Jun	Assistant Professor	Associate Professor with Tenure	Interior Design	College of Art & Design	8/13/2012
LSU	Sarangi	Sudipta	Associate Professor	Professor	Economics	E.J. Ourso College of Business	8/13/2012
LSU	Unel	Bulent	Assistant Professor	Associate Professor with Tenure	Economics	E.J. Ourso College of Business	8/13/2012
LSU	Bach	Jacqueline	Assistant Professor	Associate Professor with Tenure	Educational Theory, Policy and Practice	Education	8/13/2012
LSU	Carson	Russell	Assistant Professor	Associate Professor with Tenure	Kinesiology	Education	8/13/2012
LSU	Jolly	Jennifer	Assistant Professor	Associate Professor with Tenure	Educational Theory, Policy and Practice	Education	8/13/2012
LSU	Sulentice Dowell	Margaret-Mary	Assistant Professor	Associate Professor with Tenure	Educational Theory, Policy and Practice	Education	8/13/2012
LSU	Thompson	Melissa	Instructor	Assistant Professor - Professional Practice	Kinesiology	Education	8/13/2012
LSU	Chen	Qin	Associate Professor	Professor	Civil and Environmental Engineering	College of Engineering	8/13/2012
LSU	Eiseifi	Mostafa	Assistant Professor	Associate Professor with Tenure	Civil and Environmental Engineering	College of Engineering	8/13/2012
LSU	Kam	Seung	Assistant Professor	Associate Professor with Tenure	Petroleum Engineering	College of Engineering	8/13/2012
LSU	Li	Guoqiang	Associate Professor	Professor	Mechanical Engineering	College of Engineering	8/13/2012
LSU	Willson	Clint	Associate Professor	Professor	Civil and Environmental Engineering	College of Engineering	8/13/2012



Personnel Actions Requiring Board Approval  
April 27, 2012

FACULTY PROMOTIONS

LSU	Wu	Zhong	Assistant Professor-Research	Associate Professor-Research	Louisiana Transportation Research Center (LTRC)	College of Engineering	7/1/2012
LSU	Beck	Melissa	Assistant Professor	Associate Professor with Tenure	Psychology	College of Humanities and Social Sciences	8/13/2012
LSU	Berman	Jacob	Assistant Professor	Associate Professor with Tenure	English	College of Humanities and Social Sciences	8/13/2012
LSU	Cohen	Alex	Assistant Professor	Associate Professor with Tenure	Psychology	College of Humanities and Social Sciences	8/13/2012
LSU	Davis	Belinda	Assistant Professor	Associate Professor with Tenure	Political Science	College of Humanities and Social Sciences	8/13/2012
LSU	Hall	Rachel	Assistant Professor	Associate Professor with Tenure	Communication Studies	College of Humanities and Social Sciences	8/13/2012
LSU	King	Jeremy	Assistant Professor	Associate Professor with Tenure	Foreign Language and Literature	College of Humanities and Social Sciences	8/13/2012
LSU	Kunduk	Melda	Assistant Professor	Associate Professor with Tenure	Communication Sciences and Disorders	College of Humanities and Social Sciences	8/13/2012
LSU	Mathewson	Kent	Associate Professor	Professor	Geography and Anthropology	College of Humanities and Social Sciences	8/13/2012
LSU	Michie	Elsie	Associate Professor	Professor	English	College of Humanities and Social Sciences	8/13/2012
LSU	Morris	Andrea	Assistant Professor	Associate Professor with Tenure	Foreign Language and Literature	College of Humanities and Social Sciences	8/13/2012
LSU	Shihadeh	Edward	Associate Professor	Professor	Sociology	College of Humanities and Social Sciences	8/13/2012
LSU	Sullivan	Jas	Assistant Professor	Associate Professor with Tenure	Political Science	College of Humanities and Social Sciences	8/13/2012
LSU	Zhou	Gang	Assistant Professor	Associate Professor with Tenure	Foreign Language and Literature	College of Humanities and Social Sciences	8/13/2012
LSU	Stauffer	Suzanne	Assistant Professor	Associate Professor with Tenure	Library and Information Sciences	School of Library and Information Sciences	8/13/2012
LSU	Costello	Gina	Assistant Librarian	Associate Librarian with Tenure	Special Collections	Libraries	7/1/2012
LSU	Rasmussen	Hans	Assistant Librarian	Associate Librarian with Tenure	Special Collections	Libraries	7/1/2012
LSU	Sanders	Meghan	Assistant Professor	Associate Professor with Tenure	Mass Communication	Mass Communication	8/13/2012
LSU	Cho	Eun	Assistant Professor	Associate Professor with Tenure	Theatre	Music and Dramatic Arts	8/13/2012

Personnel Actions Requiring Board Approval  
April 27, 2012

FACULTY PROMOTIONS

LSU	Jesse	Dennis	Assistant Professor	Associate Professor with Tenure	School of Music	Music and Dramatic Arts	8/13/2012
LSU	Allen	Gabrielle	Associate Professor	Professor	Computer Science	College of Science	8/13/2012
LSU	Bao	Huiming	Associate Professor	Professor	Geology and Geophysics	College of Science	8/13/2012
LSU	Carstens	Bryan	Assistant Professor	Associate Professor with Tenure	Biological Sciences	College of Science	8/13/2012
LSU	Cronin	James	Associate Professor	Professor	Biological Sciences	College of Science	8/13/2012
LSU	DiMario	Patrick	Associate Professor	Professor	Biological Sciences	College of Science	8/13/2012
LSU	Gaarde	Mette	Associate Professor	Professor	Physics and Astronomy	College of Science	8/13/2012
LSU	Gleason	Evanna	Associate Professor	Professor	Biological Sciences	College of Science	8/13/2012
LSU	Jin	Rongying	Associate Professor	Professor	Physics and Astronomy	College of Science	8/13/2012
LSU	Kannan	Rajgopal	Associate Professor	Professor	Computer Science	College of Science	8/13/2012
LSU	Moreno	Juana	Assistant Professor	Associate Professor with Tenure	Physics and Astronomy	College of Science	8/13/2012
LSU	Sage	Daniel	Associate Professor	Professor	Mathematics	College of Science	8/13/2012
LSU	Taylor	Carol	Associate Professor	Professor	Chemistry	College of Science	8/13/2012
LSU	Lemieux	Catherine	Associate Professor	Professor	Social Work	School of Social Work	8/13/2012
LSU	Maccio	Elaine	Assistant Professor	Associate Professor with Tenure	Social Work	School of Social Work	8/13/2012
LSU	Wilks	Scott	Assistant Professor	Associate Professor with Tenure	Social Work	School of Social Work	8/13/2012
LSU	Cheng	Henrique	Assistant Professor	Associate Professor with Tenure	Comparative Biomedical Sciences	School of Veterinary Medicine	8/13/2012
LSU	Francis	Joseph	Associate Professor	Professor	Comparative Biomedical Sciences	School of Veterinary Medicine	8/13/2012
LSU	McConnico	Rebecca	Associate Professor	Professor	Veterinary Clinical Sciences	School of Veterinary Medicine	7/1/2012
LSU	Wakamatsu	Nobuko	Assistant Professor-Clinical	Associate Professor-Clinical	Pathobiological Sciences	School of Veterinary Medicine	7/1/2012

Personnel Actions Requiring Board Approval  
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FACULTY PROMOTIONS

Ag Center Joint w/ LSU	Aime	Mary Catherine	Assistant Professor	Associate Professor with Tenure	Plant Pathology & Crop Physiology	Ag Center	7/1/12
Ag Center	Armentor	Mandy	Associate Agent	Agent	Southwest	La. Coop. Extn. Service	7/1/12
Ag Center Joint w/ LSU	Beasley	Jeffrey	Assistant Professor	Associate Professor with Tenure	School of Plant, Environment and Soil Sciences	Ag Center	7/1/12
Ag Center	Brock	Andre'	Assistant Agent	Associate Agent	Southeast Region	La. Coop. Extn. Service	7/1/12
Ag Center	Brumbaugh	Laura	Assistant Agent	Associate Agent	Southeast Region	La. Coop. Extn. Service	7/1/12
Ag Center	Burns	Dennis	Assistant Agent	Associate Agent	Northeast Region	La. Coop. Extn. Service	7/1/12
Ag Center	Chesser	Vicky	Associate Agent	Agent	Northwest Region	La. Coop. Extn. Service	7/1/12
Ag Center	Davis	Eva	Assistant Agent	Associate Agent	Southeast Region	La. Coop. Extn. Service	7/1/12
Ag Center	Drusini	Adiana	Assistant Agent	Associate Agent	Southwest Region	La. Coop. Extn. Service	7/1/12
Ag Center	Fontenot	Kathryn	Assistant Professor -Research	Assistant Professor - Tenure Track	SPESS	La. Coop. Extn. Service	7/1/12
Ag Center	Glasgow	Dianne	Associate Agent	Agent	Northwest Region	La. Coop. Extn. Service	7/1/12
Ag Center	Grote	Sheena	Associate Agent	Agent	Southwest Region	La. Coop. Extn. Service	7/1/12
Ag Center	Guidry	Hope	Assistant Agent	Associate Agent	Southwest Region	La. Coop. Extn. Service	7/1/12
Ag Center Joint w/ LSU	Janes	Marlene	Associate Professor	Professor	Food Science	College of Ag. LSU and A&M	7/1/12
Ag Center Joint w/ LSU	LeBlanc	Brian	Associate Professor	Professor	Callegari Environmental Center	La. Coop. Extn. Service	7/1/12
Ag Center	Miller	Ruby	Assistant Agent	Associate Agent	Southwest Region	La. Coop. Extn. Service	7/1/12
Ag Center Joint w/ LSU	Nyman	John	Associate Professor	Professor	School of Renewable Natural Resources	LA. Agric. Exp. Stat. College of Ag. LSU and A&M	7/1/12
Ag Center	Peterson	Grace	Assistant Agent	Associate Agent	Northwest Region	La. Coop. Extn. Service	7/1/12

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FACULTY PROMOTIONS

Ag Center	Powell	Ashley	Assistant Agent	Associate Agent	Northeast Region	La. Coop. Extn. Service	7/1/12
Ag Center	Stephenson, IV	Daniel	Assistant Professor	Associate Professor with Tenure	Central Region/Dean Lee Research and Extension Center	La. Agric. Exp. Stn. And La. Coop. Extn. Service	7/1/12
Ag Center Joint w/ LSU	Xu	Yi	Associate Professor	Professor	Renewable Natural Resources	College of Ag. LSU and A&M	7/1/12
Ag Center	Zammit	Kali	Assistant Agent	Associate Agent	LCES-Southeast Region	La. Coop. Extn. Service	7/1/12
LSU-A	Allen	John	Associate Professor	Associate Professor with Tenure	Math and Physical Sciences	Arts & Science	8/13/12
LSU-A	Ells	Kevin	Assistant Professor	Associate Professor with Tenure	Arts, English and Humanities	Arts & Science	8/13/12
LSU-A	Harris	Dolores	Assistant Professor	Associate Professor with Tenure	Education	Professional Studies	8/13/12
Law Center	Levy	Ken	Assistant Professor	Associate Professor	Law Center	Law Center	8/13/12
Law Center	Sullivan	Scott	Assistant Professor	Associate Professor	Law Center	Law Center	8/13/12
Pennington	Burk	David	Instructor	Assistant Professor-Research	Cell Biology and Bioimaging Core	Pennington	7/1/12
Pennington	Dhurandhar	Nikhil	Associate Professor - Rolling Term	Professor - Rolling Term	Infections and Obesity Laboratory	Pennington	7/1/12
Pennington	Floyd	Z. Elizabeth	Assistant Professor-Research	Assistant Professor - Tenure Track (rolling)	Ubiquitin Biology Laboratory	Pennington	7/1/12
HSC- Shreveport	Murray	Lucinda	Assistant Professor-Clinical	Associate Professor-Clinical	Rehabilitative Sciences	SAHP/LSUHSC-S	7/1/12
HSC- Shreveport	Ekshyyan	Oleksandr	Instructor- Research	Assistant Professor-Research	Otolaryngology/HNS	School of Medicine	7/1/12
HSC- Shreveport	Siskron, IV	Fredric	Instructor	Assistant Professor - Clinical	Urology	School of Medicine	7/1/12
HSC- Shreveport	Ajuebor	Maureen	Assistant Professor	Associate Professor with Tenure	Molecular and Cellular Physiology	School of Medicine	7/1/12
HSC- Shreveport	Esparza	Julia	Assistant Librarian/ Assistant Professor	Associate Librarian/Associate Professor with Tenure	Medical Library Science	School of Medicine	7/1/12

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FACULTY PROMOTIONS

HSC-Shreveport	Li	Guohong	Assistant Professor	Associate Professor with Tenure	Neurosurgery, Physiology	School of Medicine	7/1/12
HSC-Shreveport	Fruitt	Kevin	Assistant Professor	Associate Professor with Tenure	Molecular and Cellular Physiology	School of Medicine	7/1/12
HSC-Shreveport	Salvatore	Michael	Assistant Professor	Associate Professor with Tenure	Pharmacology, Toxicology, and Neuroscience	School of Medicine	7/1/12
HSC-Shreveport	Zhao	Yunfeng	Assistant Professor	Associate Professor with Tenure	Pharmacology, Toxicology, and Neuroscience	School of Medicine	7/1/12
HSC-Shreveport	Wigle	Richard	Assistant Professor-Clinical	Associate Professor-Clinical	Surgery	School of Medicine	7/1/12
HSC-Shreveport	Chu	Quyen	Associate Professor	Professor	Surgery	School of Medicine	7/1/12
HSC-Shreveport	Kevil	Christopher	Associate Professor	Professor	Pathology	School of Medicine	7/1/12
HSC-Shreveport	Scott	Louie	Associate Professor	Professor	Medicine and Pediatrics	School of Medicine	7/1/12
HSC-Shreveport	Thomas-Ogunniyi	Jaiyeola	Associate Professor	Professor	Pathology	School of Medicine	7/1/12
HSC-Shreveport	Graham Jr.	Derrel	Associate Professor-Clinical	Professor-Clinical	Emergency Medicine	School of Medicine	7/1/12
HSC-Shreveport	Hollister	Anne	Associate Professor-Clinical	Associate Professor - Tenure Track	Orthopedic Surgery/Radiology	School of Medicine	7/1/12
HSC-Shreveport	Zhao	Li-Ru	Associate Professor-Research	Associate Professor - Tenure Track	Neurology/Cellular Biology and Anatomy	School of Medicine	7/1/12
HSC-New Orleans	Davis	David	Instructor	Assistant Professor-Clinical	Communication Disorders	School of Allied Health	7/1/2012
HSC-New Orleans	Dugan	Erin	Assistant Professor	Associate Professor with Tenure	Rehabilitation Counseling	School of Allied Health	7/1/2012
HSC-New Orleans	Hoang	Thuha	Instructor	Assistant Professor - Clinical	Physical Therapy	School of Allied Health	7/1/2012
HSC-New Orleans	Nelson	Timothy	Instructor	Assistant Professor	Physical Therapy	School of Allied Health	7/1/2012
HSC-New Orleans	Zamjahn	John	Assistant Professor - Clinical	Associate Professor - Clinical	Cardiopulmonary Science	School of Allied Health	7/1/2012

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FACULTY PROMOTIONS

HSC-New Orleans	Bates	Michael	Assistant Professor - Clinical	Associate Professor - Clinical	Comprehensive Dentistry and Biomaterials	School of Dentistry	7/1/2012
HSC-New Orleans	Kee	Edwin	Assistant Professor - Clinical	Associate Professor - Clinical	Prosthodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Mayer	Elizabeth	Instructor	Assistant Professor - Clinical	Periodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Schiavo	Julie	Instructor	Assistant Librarian	Libraries	School of Dentistry	7/1/2012
HSC-New Orleans	Yu	Alika	Assistant Professor - Clinical	Associate Professor - Clinical	Prosthodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Coreil	Mark	Assistant Professor - Clinical	Associate Professor - Clinical	Orthodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Delatte, Jr.	Roy	Instructor - Clinical	Assistant Professor - Clinical	Comprehensive Dentistry	School of Dentistry	7/1/2012
HSC-New Orleans	Dubroc, Jr.	Glenn	Assistant Professor - Clinical	Associate Professor - Clinical	Orthodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Hiller	Michael	Assistant Professor - Clinical	Associate Professor - Clinical	Orthodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Maldonado	Hector	Assistant Professor - Clinical	Associate Professor - Clinical	Orthodontics	School of Dentistry	7/1/2012
HSC-New Orleans	Garbee	Deborah	Assistant Professor - Clinical	Associate Professor - Clinical	Adult Health Nursing	School of Nursing	7/1/2012
HSC-New Orleans	Orlando	Susan	Assistant Professor-Clinical	Associate Professor-Clinical	Nursing	School of Nursing	7/1/2012
HSC-New Orleans	Robinson	William	Assistant Professor-Research	Associate Professor-Research	Behavioral and Community Health Sciences	School of Public Health	7/1/2012
HSC-New Orleans	Velasco-Gonzalez	Cruz	Assistant Professor-Research	Associate Professor-Research	Biostatistics	School of Public Health	7/1/2012
HSC-New Orleans	Yu	Qingzhao	Assistant Professor	Associate Professor with Tenure	Biostatistics	School of Public Health	7/1/2012
HSC-New Orleans	Accousti	William	Assistant Professor-Clinical	Associate Professor-Clinical	Orthopaedic Surgery	School of Medicine	7/1/2012
HSC-New Orleans	Belayev	Ludmila	Associate Professor-Research	Professor-Research	Neurosurgery and Neuroscience Center	School of Medicine	7/1/2012
HSC-New Orleans	Cuchacovich	Raquel	Assistant Professor-Clinical	Associate Professor-Clinical	Medicine	School of Medicine	7/1/2012

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FACULTY PROMOTIONS

HSC-New Orleans	Engel	Lee	Assistant Professor-Clinical	Associate Professor-Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Giambone	Nicole	Instructor-Clinical	Assistant Professor-Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Harkrider, Jr.	William	Assistant Professor-Clinical	Associate Professor-Clinical	Surgery	School of Medicine	7/1/2012
HSC-New Orleans	Helmcke	Frederick	Assistant Professor-Clinical	Associate Professor-Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Hescock	George	Assistant Professor-Clinical	Associate Professor-Clinical	Pediatrics	School of Medicine	7/1/2012
HSC-New Orleans	Holman	Stacey	Instructor-Clinical	Assistant Professor-Clinical	Obstetrics and Gynecology	School of Medicine	7/1/2012
HSC-New Orleans	Hong	Song	Assistant Professor	Associate Professor-Research	Ophthalmology/Neuroscience Center	School of Medicine	7/1/2012
HSC-New Orleans	Jain	Neeraj	Assistant Professor-Clinical	Associate Professor-Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Jones	Glenn	Associate Professor	Professor	Family Medicine/Psychiatry	School of Medicine	7/1/2012
HSC-New Orleans	LeBato	Alan	Assistant Professor-Clinical	Associate Professor-Clinical	Family Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Lukiw	Walter	Associate Professor	Professor	Ophthalmology/Neuroscience Center	School of Medicine	7/1/2012
HSC-New Orleans	Paris	Kenneth	Assistant Professor-Clinical	Associate Professor-Clinical	Pediatrics	School of Medicine	7/1/2012
HSC-New Orleans	Raines	Daniel	Assistant Professor-Clinical	Associate Professor-Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Richter	Erich	Assistant Professor-Clinical	Associate Professor-Clinical	Neurosurgery and Cell Biology & Anatomy	School of Medicine	7/1/2012
HSC-New Orleans	Walvekar	Fohan	Assistant Professor-Clinical	Associate Professor-Clinical	Otolaryngology-Head and Neck Surgery	School of Medicine	7/1/2012
HSC-New Orleans	Williams	Karen	Associate Professor-Clinical	Professor-Clinical	Pediatrics	School of Medicine	7/1/2012
HSC-New Orleans	Kim	Sunyoung	Assistant Professor	Associate Professor with Tenure	Biochemistry and Molecular Biology	School of Medicine	7/1/2012
HSC-New Orleans	Miller	Fern	Instructor	Assistant Professor, Tenure Track	Genetics	School of Medicine	7/1/2012
HSC-New Orleans	Paul	Dennis	Associate Professor	Professor	Pharmacology & Experimental Therapeutics	School of Medicine	7/1/2012

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FACULTY PROMOTIONS

HSC-New Orleans	Potter	Barry	Associate Professor-Research	Professor-Research	Physiology	School of Medicine	7/1/2012
HSC-New Orleans	Wojcik	Edward	Assistant Professor	Associate Professor with Tenure	Biochemistry and Molecular Biology	School of Medicine	7/1/2012
HSC-New Orleans	Woods	Thomas	Instructor	Assistant Professor - Research	Pharmacology & Experimental Therapeutics	School of Medicine	7/1/2012
HSC-New Orleans	Azar	Paul	Associate Professor - Clinical	Professor - Clinical	Ophthalmology	School of Medicine	7/1/2012
HSC-New Orleans	Elder	Jeffrey	Instructor - Clinical	Assistant Professor - Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Fuller	Ira Butler	Associate Professor - Clinical	Professor - Clinical	Ophthalmology	School of Medicine	7/1/2012
HSC-New Orleans	Gunderson	Clark	Assistant Professor - Clinical	Associate Professor - Clinical	Orthopaedic Surgery	School of Medicine	7/1/2012
HSC-New Orleans	Gutierrez	Albert	Assistant Professor - Clinical	Associate Professor - Clinical	Pediatrics	School of Medicine	7/1/2012
HSC-New Orleans	Harch	Paul	Associate Professor - Clinical	Professor - Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Muthuswamy	Murthy	Instructor - Clinical	Assistant Professor - Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Tuckler	Victor	Instructor - Clinical	Assistant Professor - Clinical	Medicine	School of Medicine	7/1/2012
HSC-New Orleans	Walker	Carl	Instructor - Clinical	Assistant Professor - Clinical	Medicine	School of Medicine	7/1/2012
LSU-S	Hawkins	Mary	Assistant Professor	Associate Professor with Tenure	Kinesiology & Health Science	BEHD	7/1/2012
LSU-S	Vassar	John	Associate Professor	Professor	Fine Arts, Foreign Languages & Humanities	College of Arts & Sciences	8/13/2012
LSU-S	Mackowiak	Jason	Associate Professor	Professor	Fine Arts, Foreign Languages & Humanities	College of Arts & Sciences	8/13/2012



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TENURE ONLY

Campus	Last Name	First Name	Current Rank	Recommended Rank	Department	College	Effective Date
LSU	Narayanan	Rajesh	Associate Professor	Tenure at current rank	Finance	E.J. Ourso College of Business	8/13/2012
LSU-A	Hamilton	Nancy	Assistant Professor	Tenure at current rank	Nursing	Professional Studies	8/13/2012
LSU-A	LeMalle	Kionna	Assistant Professor	Tenure at current rank	Education	Professional Studies	8/13/2012
LSU-E	Berg	Luciane	Associate Professor	Tenure at current rank	Division of Liberal Arts		7/01/2012
LSU-E	McDonald	Dorothy	Associate Professor	Tenure at current rank	Division of Health Sciences and Business Technology		7/1/2012

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**APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP**

Campus	Name	Effective Date	Continue Remove/Add	Title	Salary	Compensation	Foundation	
1	AgCenter	Zapata, Hector O.	08/13/12	Add	Past Presidents of the LSU Alumni Association Alumni Professor	\$103,985	\$8,700	LSU A&M
2	LSU A&M	Ellwood, Brooks B.	08/15/11	Remove	Dr. William H. Alexander Endowed Professor			
3	LSU A&M	Foster, Gaines M.	03/01/12	Continue	Robey H. Clark Distinguished Professorship	\$110,708	\$10,696	LSU A&M
3	LSU A&M	Foster, Gaines M.	03/01/12	Add	Murphy J. Foster Distinguished Chair Professorship	\$184,772	\$26,000	LSU A&M
				Remove	T. Harry Williams Chair in American History Professorship			
4	LSU A&M	Grove, Anne	07/01/12	Add	Gregory Cannaday Burns Professorship	\$94,966	–	LSU A&M
5	LSU A&M	Hand, Steven C.	07/01/12	Add	Ron and Mary Neal Distinguished Professorship in Biological Sciences	\$153,869	–	LSU A&M
				Remove	Russell A. Thompson, Jr. Family Professorship			
6	LSU A&M	Kim, Joomyeong	07/01/12	Add	Russell A. Thompson, Jr. Family Distinguished Professorship in College of Basic Sciences	\$103,469	–	LSU A&M
				Remove	George C. Kent Professorship in Life Science #3			
7	LSU A&M	King, Gary M.	08/15/11	Continue	Andrew Clinton Pereboom LSU Alumni Association Departmental Professorship in Ethology and Behavior	\$128,540	\$6,200	LSU A&M
8	LSU A&M	Lammi-Keefe, Carol J.	07/01/11	Continue	Dr. Alma Beth Clark Professorship in the School of Human Ecology	\$142,560	\$5,000	LSU A&M
9	LSU A&M	Newcomer, Marcia E.	07/01/12	Add	George C. Kent Professorship in Life Sciences #4	\$140,626	–	LSU A&M
10	LSU A&M	Rao, Dandina N.	12/12/11	Continue	Emmett C. Wells, Jr. Professorship in the College of Engineering	\$113,014	\$11,462	LSU A&M
11	LSU A&M	Russo, Paul S.	08/15/11	Continue	Roy Paul Daniels Memorial Professorship	\$110,002	\$4,404	LSU A&M

**SABBATICAL LEAVE**

**Personnel Action Requiring Board Approval  
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<b>Campus</b>	<b>Last Name</b>	<b>First Name</b>	<b>Title</b>	<b>Department</b>	<b>College</b>	<b>Start Date</b>	<b>End Date</b>	<b>Pay Status</b>
LSU HSC- New Orleans	Scribner	Richard	Professor	Epidemiology	School of Public Health	1/1/2013	6/30/2013	Full
LSU Ag Center	La Peyre	Jerome	Associate Professor	Veterinary Science	School of Veterinary Medicine	8/15/2012	12/31/2012	Full
LSU	Cantrell	Bradley	Associate Professor	Landscape Architecture	College of Art & Design	8/13/2012	12/14/2012	Full
LSU	Neff	Thomas	Professor	Art	College of Art & Design	1/15/2013	5/24/2013	Full
LSU	Ortner	Frederick	Professor	Art	College of Art & Design	8/13/2012	12/14/2012	Full
LSU	Schwerd	Loren	Associate Professor	Art	College of Art & Design	1/15/2013	5/24/2013	Full
LSU	Niedrich	Ronald	Professor	Marketing	E.J. Ourso College of Business	8/13/2012	12/14/2012	Full
LSU	Li	Chunyan	Associate Professor	Oceanography & Coastal Sciences	School of the Coast & Environment	8/13/2012	12/14/2012	Full
LSU	Walker	Nan	Associate Professor	Oceanography & Coastal Sciences	School of the Coast & Environment	8/13/2012	12/14/2012	Full
LSU	Culross	Rita	Professor	Educational Theory, Policy & Practice	College of Education	8/13/2012	12/14/2012	Full
LSU	Gonthier	Keith	Associate Professor	Mechanical Engineering	College of Engineering	8/13/2012	5/24/2013	Half
LSU	Guo	Shengmin	Associate Professor	Mechanical Engineering	College of Engineering	8/13/2012	5/24/2013	Half

**SABBATICAL LEAVE**

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LSU	Sinclair	Glenn	Professor	Mechanical Engineering	College of Engineering	8/13/2012	12/14/2012	Full
LSU	Meng	Wen Jin	Professor	Mechanical Engineering	College of Engineering	8/13/2012	5/24/2013	Half
LSU	Bennett	James	Professor	English	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Boelhower	William	Professor	English	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	DeLyser	Dydia	Associate Professor	Geography & Anthropology	College of Humanities & Social Sciences	8/13/2012	5/24/2013	Half
LSU	Eubanks	Cecil	Professor	Political Science	College of Humanities & Social Sciences	1/15/2013	5/24/2013	Full
LSU	Freedman	Carl	Professor	English	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Haynie	Stacia	Professor	Political Science	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Kornhauser	Mary	Associate Professor	English	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	McGee	Patrick	Professor	English	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Otero	Solimar	Associate Professor	English	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Pirbhai	Reza	Associate Professor	History	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Regis	Helen	Associate Professor	Geography & Anthropology	College of Humanities & Social Sciences	8/13/2012	5/24/2013	Half

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**SABBATICAL LEAVE**

LSU	Russo	Adelaide	Professor	French Studies	College of Humanities & Social Sciences	1/15/2013	5/24/2013	Full
LSU	Sirridge	Mary	Professor	Philosophy & Religious Studies	College of Humanities & Social Sciences	8/13/2012	5/24/2013	Half
LSU	Suchy	Patricia	Associate Professor	Communication Studies	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Zhou	Gang	Assistant Professor	Foreign Language & Literature	College of Humanities & Social Sciences	8/13/2012	12/14/2012	Full
LSU	Goidel	Robert	Professor	Reilly Center	School of Mass Communication	8/13/2012	12/14/2012	Full
LSU	Hamilton	John	Professor	VC for Academic Affairs	LSU Administration	1/15/2013	5/24/2013	Full
LSU	Mann Jr.	Robert	Professor	Mass Communication	School of Mass Communication	1/1/2013	6/30/2013	Full
LSU	Parker	Dennis	Professor	Music	Music & Dramatic Arts	1/15/2013	5/24/2013	Full
LSU	Almog	Yaniv	Associate Professor	Mathematics	College of Science	8/13/2012	5/24/2013	Half
LSU	Brenner	Susanne	Professor	Math/CCT	College of Science	1/15/2013	5/24/2013	Full
LSU	Cronin	James	Associate Professor	Biological Sciences	College of Science	8/13/2012	12/14/2012	Full
LSU	Ding	Guoli	Professor	Mathematics	College of Science	8/13/2012	12/14/2012	Full
LSU	Ellwood	Brooks	Professor	Geology & Geophysics	College of Science	8/13/2012	5/24/2013	Half

**Personnel Action Requiring Board Approval  
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**SABBATICAL LEAVE**

LSU	Galvez	Fernando	Assistant Professor	Biological Sciences	College of Science	1/1/2013	5/1/2013	Full
LSU	Gilman	Samuel	Associate Professor	Chemistry	College of Science	1/15/2013	5/24/2013	Full
LSU	Homberger	Dominique	Professor	Biological Sciences	College of Science	8/13/2012	5/24/2013	Half
LSU	Kato	Naohiro	Associate Professor	Biological Sciences	College of Science	8/13/2012	12/14/2012	Full
LSU	Kutter	Thomas	Associate Professor	Physics & Astronomy	College of Science	8/13/2012	5/24/2013	Half
LSU	Malisoff	Michael	Associate Professor	Mathematics	College of Science	8/13/2012	12/14/2012	Full
LSU	Rau	A. Ravi P.	Professor	Physics & Astronomy	College of Science	8/13/2012	5/24/2013	Half
LSU	Schaefer	Bradley	Professor	Physics & Astronomy	College of Science	8/13/2012	12/14/2012	Full
LSU	Sung	Li-Yeng	Professor	Mathematics	College of Science	1/15/2013	5/24/2013	Full
LSU	Taylor	Carol	Associate Professor	Chemistry	College of Science	1/15/2013	5/24/2013	Full
LSU	Urbatsch	Lowell	Professor	Biological Sciences	College of Science	8/13/2012	12/14/2012	Full
LSU	Kleinow	Kevin	Professor	Comparative Biomedical Sciences	School of Veterinary Medicine	5/15/2012	8/15/2012	Full
Law Center	Levasseur	Alain A.	Professor	Law-Instruction	Law Center	8/13/2012	12/14/2012	Full

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**SABBATICAL LEAVE**

LSU HSC-Shreveport	Mathis	J. Michael	Professor	Cellular Biology and Anatomy	School of Graduate Studies	7/1/2012	12/31/2012	Full
LSU HSC-Shreveport	Aamodt	Eric	Associate Professor	Biochemistry & Mol. Biol.	LSUHSC-Shreveport	9/1/2012	2/28/2013	Full

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**LEAVE WITHOUT PAY/EDUCATIONAL LEAVE/SPECIAL LEAVE**

<b>Campus</b>	<b>Name</b>	<b>Type of Leave</b>	<b>Effective Date</b>
1 LSU A&M	Hurlbert, Jeanne S.	LWOP	08/15/11 – 05/18/12



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**REQUESTS FOR EMERITUS TITLE**

<b>Campus</b>	<b>Name</b>	<b>Effective Date</b>	<b>Title</b>
1 LSU A&M	Redmann, Donna H.	12/17/10	Professor Emeritus
2 LSU A&M	Wilson, Charles	07/01/12	Executive Director Emeritus and Professor Emeritus

**SUPPLEMENTAL COMPENSATION**

<b>Campus</b>	<b>Name</b>	<b>Effective</b>	<b>Title</b>	<b>Salary Supplement Foundation</b>
1 LSU A&M	See monthly award reports from LSU A&M Campus			

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS AWARDS REPORT  
 Meeting Date: April 2012

Name	Title	Award	Regular Salary	Date	Award Amount
Michael Pasquier	Assistant Professor	Robert Udick Teaching Award	\$53,000	3/9/2012	\$1,000
Jose Ramagnoli	Designated Professor	Dean's Scholarship Award for published book	\$160,650	3/6/2012	\$1,500
F. Carl Knopf	Distinguished Professor	Dean's Scholarship Award for published book	\$156,423	3/23/2012	\$1,500
Guoxiang Gu	Designated Professor	Dean's Scholarship Award for published book	\$130,081	3/26/2012	\$1,500

**APPROVED**

*Carolyn Hargrove*

**Personnel Actions Requiring Board Approval  
April 27, 2012**

**OTHER**

<b>Campus</b>	<b>Name</b>	<b>Title</b>	<b>ACTION</b>	
LSUHSC-NO	Hollier, Larry	Chancellor	Renewal of appointment letter	(No change in compensation)

**LSU System Benefits Report  
March 31, 2012**

Table 1 provides a summary of revenue and expenses for the LSU System Health Plan (Plan) for the prior two Plan Years and year-to-date results for Plan Year 2012.

**Table 1: Plan Revenues and Expenses, as of March 31, 2012**

Month/Year	Revenues (Actual) <sup>1</sup>	Recoveries <sup>2</sup>	Claims Paid <sup>3</sup>	Other Expenses <sup>4</sup>
Plan Year 2010 – 2011	120,645,373.45	6,417,680.37	116,074,633.39	14,072,779.35
Plan Year July-Dec. 2011	62,828,158.88	7,867,055.70	62,644,955.03	7,334,345.57
Plan Year 2012				
January 2012	11,001,997.40	(1,539.09)	9,343,148.02	1,203,286.76
February 2012	11,039,342.86	278,545.53	9,616,222.66	1,235,465.72
March 2012	11,133,228.16	375,845.38	8,715,270.28 <sup>5</sup>	1,210,057.07

1 Includes premiums and earnings

2 Includes pharmacy rebates and stop loss reimbursements

3 Includes medical claims (subject to stop loss reimbursement) and prescription drug claims

4 Includes administrative fees and stop loss premium, each of which accounts for approximately \$600,000 in expenses per month

5 The March claims paid amount is understated due to a brief interruption of claim payments necessary to resolve an error in the CIGNA claims processing system. These delayed payments will be reflected in April claim payments.

Table 2 below provides a summary of the Total Plan Reserves as of March 31, 2012.

**Table 2: Plan Reserves, as of March 31, 2012**

Cash Balance Per General Ledger		23,598,928.75
Invested Balance Per General Ledger <sup>6</sup>		30,427,597.93
Receivables		
Stop Loss Receivable <sup>7</sup>	441,301.09	
Vendor Overpayment Receivable	187,310.08	
Pharmacy Receivable	221,909.31	
Total Receivables		850,520.48
Total Plan Assets		54,877,047.16
Accounts Payable	(2,544.67)	
IBNR <sup>8</sup>	(11,456,000.00)	
Total Plan Liabilities		(11,458,544.67)
<b>Total Net Reserves</b>		<b>43,418,502.49</b>

6 Invested Balance reflects Health Plan funds invested to generate earnings under adopted investment policies of the LSU System.

7 Stop Loss Receivable amount provided is a best estimate generated from information provided by vendors.

8 As of 12/31/2011, actuarial estimate of reserve necessary to fully fund "Incurred but Not Reported" liability of the Plan.

**Additional Comments**

Enrollment in the LSU System Health Plan (LSU First) continues at approximately 13,500 employees (over 26,000 total members including dependents).

Based on accumulated Cash Balance as of March 31 and the 1<sup>st</sup> quarter Plan financial performance, the System Chief Financial Officer and the Plan Administrator have approved investment of an additional \$7.4 million of Plan funds. This transfer of funds from Cash Balance to Invested Balance will be reflected in the next board report.

## CONSENT AGENDA

1. Request approval of degrees to be conferred at the Spring and Summer 2012 commencement exercises
2. Request approval of the following Endowed Professorships at the Paul M. Hebert Law Center:
  - The Liskow and Lewis Visiting Professorship in Energy Law #1, #2, and #3 (Donation - \$200,000)
  - Professional Ethics Professorship #3 (New Incremental Funding) (Donation - \$60,000)
3. Request approval to realign the Department of Biological and Agricultural Engineering from the College of Agriculture to the College of Engineering at LSU A&M
4. Request approval of an Exclusive License between Allylix, Inc. and LSU Agricultural Center
5. Recommendation to approve Right-of Way Request by the U.S. Army Corps of Engineers along LSU property at the Northeast Research Station, Tensas Parish
6. Recommendation to approve Right-of-Way Request by Bayou Jack Logging along LSU property at the Rice Research Station, Acadia Parish
7. Recommendation to enter into State/Sponsor Agreement with the Louisiana Department of Transportation and Development for the construction of the LSU Highland Road Pedestrian Corridor, Phase I
8. Recommendation to name the band rehearsal room in the new Band Hall Complex the "Bert and Sue Turner Tiger Band Rehearsal Room"
9. Recommendation to name a gate in the new Tiger Stadium Expansion the "H.F. "Hank" Anderson Gate"
10. Recommendation to name a gate in the new Tiger Stadium Expansion the "Dupree Family (Cindy Dupree Coffey, Suzan Dupree Simpson and Linda Dupree Dowling) Gate"
11. Recommendation to name a gate in the new Tiger Stadium Expansion the "Janice and Lee Boothby Gate"
12. Recommendation to name a gate in Tiger Stadium the "Ron Neal and Frank "Billy" Harrison Families Gate"

13. Recommendation to name a gate in Tiger Stadium the “Frierson Family (Archer Frierson, Tannie Frierson, John Frierson and Chris Frierson) Gate”
14. Recommendation to name a gate in Tiger Stadium the “Art Sample and Knighton Sample Families Gate”
15. Recommendation to name the IT Help Desk in the new Business Education Complex the “John L. “Trey” Daniel III IT Help Desk”
16. Recommendation to name the Real Estate Research Institute Suite in the new Business Education Complex the “Robert D. Svendson Real Estate Research Institute Suite”



**Office of Academic Affairs Consent Agenda**  
**APPROVAL OF DEGREES TO BE CONFERRED**  
**AT THE SPRING, 2012 COMMENCEMENT EXERCISES**

1. Resolution for approval of degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (May 14, 17, 18, 19, 20, 25, 26, 2012).

LSU.....	May 18, 2012 9:00 a.m. Pete Maravich Assembly Center
LSU at Alexandria.....	May 17, 2012 10:00 a.m. Alexandria Riverfront Center
LSU at Eunice.....	May 19, 2012 10:00 a.m. HPE Gymnasium
LSU Health Sciences Center in New Orleans.....	May 17, 2012 10:00 a.m. Keifer Lakefront Arena UNO
LSU Health Sciences Center in Shreveport.....	May 26, 2012 10:00 a.m. Centenary Gold Dome
LSU in Shreveport.....	May 20, 2012 2:00 p.m. CenturyTel Center Bossier City
LSU School of Veterinary Medicine.....	May 14, 2012 2:00 p.m. LSU Union Theatre
Paul M. Hebert Law Center.....	May 25, 2012 9:30 a.m. Pete Maravich Assembly Center

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (May 14, 17, 18, 19, 20, 25, 26, 2012).





**Office of Academic Affairs Consent Agenda Item**  
**APPROVAL OF DEGREES TO BE CONFERRED**  
**AT THE SUMMER, 2012 COMMENCEMENT EXERCISES**

1. Resolution for approval of degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (August 3, 11, 2012).

LSU.....	August 3, 2012 9:00 a.m. Pete Maravich Assembly Center
LSU at Alexandria.....	No Commencement
LSU at Eunice.....	No Commencement
LSU Health Sciences Center in New Orleans.....	Conferring of degrees only, No Commencement
LSU Health Sciences Center in Shreveport.....	August 11, 2012 10:00 a.m. Shreveport Convention Center
LSU in Shreveport.....	No Commencement
LSU School of Veterinary Medicine.....	No Commencement
Paul M. Hebert Law Center.....	Conferring of degrees only, No Commencement

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (August 3, 11, 2012).



## Office of Academic Affairs Consent Agenda

### REQUEST APPROVAL TO REALIGN THE DEPARTMENT OF BIOLOGICAL AND AGRICULTURAL ENGINEERING FROM THE COLLEGE OF AGRICULTURE TO THE COLLEGE OF ENGINEERING AT LSU A&M

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D.1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

LSU and the LSU Ag Center request approval to realign the Department of Biological and Agricultural Engineering (BAE) from the College of Agriculture to the College of Engineering. Currently the B.S. and M.S. degrees in Biological and Agricultural Engineering are awarded through the College of Engineering. The B.S in Biological Engineering is accredited under the auspices of the College of Engineering by ABET, the engineering accrediting body.

During the 2011-2012 fiscal year, LSU and the LSU Ag Center had extensive discussions on how to best align degree programs and resources to support the BAE program. Of particular focus was enhancing the ability to leverage resources across the LSU campus and Ag Center to enhance the teaching, research and extension missions of the Biological and Agricultural Engineering faculty within the constraints of budgetary realities at both the Ag Center and LSU campuses.

A study of departmental alignment (using surveys for 2009 and 2012) of American Society of Agricultural and Biological Engineers (ASABE) BAE-like programs, found that one-third of the surveyed teaching programs were housed in Agriculture Colleges, one-third in Colleges of Engineering, and one-third in both colleges. Research in these units was overwhelmingly associated with Agricultural Colleges (75%), but several were located in either Engineering (8%) or shared programs (17%). In the case of LSU, however, the majority of the agricultural research is done through the Ag Center rather than through the College of Agriculture.

Through extensive discussions with the Provost, the Ag Center Vice Chancellors for Research and Extension, the Deans of Agriculture and Engineering, the Vice Provost for the LSU A&M campus, and a faculty committee, several advantages emerged for moving the Department of Biological and Agricultural Engineering from the College of Agriculture to the College of Engineering.

First, this alignment provides the structure necessary to advance the student experience in BAE. Separating resources from program responsibility has made it difficult to justify strategic investments in BAE as a unit. While both the College of Agriculture and the College of Engineering have worked together in support of the program, it is anticipated that unifying these two dimensions will provide immediate benefits. Upon realignment, the College of Engineering will take primary responsibility for funding the Department Chair position.

Second, the realignment will enhance the research component of the department. Although all Ag Center research faculty appointments will remain the same, this realignment will allow greater collaboration between the Ag Center Research office and the College of Engineering. It will also provide new opportunities for incorporating engineering solutions to agricultural problems and expand the scope of research for department faculty, particularly as the Ag Center has aggressively expanded its development of bio-based products.

Third, the Ag Center Extension and the College of Engineering outreach programs will benefit through greater collaboration. The Ag Center Extension program is nationally recognized and has offices in every parish of Louisiana. The College of Engineering has recently expanded its outreach mission to support companies and economic growth in Louisiana through establishing the Office of Corporate Relations and Economic Development. This past year the office engaged over 40 companies, and industry-sponsored research has grown from 6% to 29% of the College's research portfolio over the past three years. Aligning BAE in the College of Engineering will provide the BAE Ag Extension specialists another peer group of faculty (engineering) from which to draw expertise to support the Extension mission. In addition, the College of Engineering outreach mission will be enhanced by access to the expertise and experience of Ag Extension. Both LSU and the LSU Ag Center anticipate greater collaboration between the Ag Center and the College of Engineering and the potential to leverage resources and create partnerships that will result in additional revenue generation through grants and contracts.

#### Profile of the Department

In 2011-2012, the Department of Biological and Agricultural Engineering had 11.59 FTE invested in tenure track positions, 1.36 in instructor positions and 3 in clerical/administrative staff positions. The BAE Department served 20 masters and 244 undergraduate students. Twelve students in the Ph.D. in Engineering program, already housed in the College of Engineering, were pursuing their degrees in Biological Engineering. The undergraduate program is accredited by ABET, the engineering accrediting body.

Currently the total combined budget for the unit is \$1,762,855. Of this, \$1,287,243 is funded by the Ag Center, \$374,405 is from the College of Agriculture, and \$101,204 is from the College of Engineering. From this realignment, the cost savings for the Ag Center will be \$90,219. The proposed new budget distribution is: \$1,197,024 from the Ag Center and \$191,432 from the College of Engineering.

#### Impact on the Department

Students will not be impacted by this shift. They are currently enrolled in the College of Engineering; hence no change is necessary. The physical facilities will not change for the

department. Departmental space in the College of Agriculture inventory will be transferred to the College of Engineering inventory. The Ag Center will continue to provide space at the current level. No moving costs will be incurred.

Faculty and staff in this unit have a variety of split appointments between academic colleges, Ag Center Extension and Ag Center Research. Only appointment components associated with the academic colleges will be impacted. Appointments currently with the College of Agriculture will be transferred to the College of Engineering.

### Impact on Curriculum

There are no changes to the curriculum since the degrees are currently administered through the College of Engineering. If, as anticipated, the program grows under this realignment, the BAE faculty and the College of Engineering will explore the feasibility of establishing a Ph.D. in Biological Engineering. Given the high research orientation of biological engineering faculty, this will be a logical step in the program's development

### Opportunities for Increasing Effectiveness and Efficiency

This realignment provides opportunities for increased effectiveness and efficiency. Currently, three entities are involved with BAE office operations: the Ag Center, College of Agriculture and College of Engineering. Consolidating the A&M campus component into one college will provide opportunities for greater efficiency. For example, budgeting and bookkeeping practices will be singular for the A&M campus, points of contact will be streamlined, approval steps reduced, and greater clarity on budgetary resources will be realized.

A primary outcome of this realignment rests in enhanced mission effectiveness. Engaging the resources of the Ag Center and the College of Engineering, collaboratively, to pursue major research initiatives in Biological and Agricultural Engineering and other areas will enhance the research mission. Several discussions along this line are already underway. Facilitated with this realignment is the engagement of Ag Extension with the College of Engineering both through BAE and beyond. This reorganization provides more direct access to engineering expertise as needed by the Extension Agents related to engineering problems. The College of Engineering Outreach office's effectiveness will be enhanced through collaboration with the Ag Extension as a partner for expanding its engagement opportunities.

### **3. Financial Note**

The budget component currently assigned in the College of Agriculture will be moved to the College of Engineering. (See Appendix C for the proposed budget.) Upon approval the College of Engineering will realign resources to provide primary funding for a Department Chair. Funding in the College of Agriculture made available from recent faculty and staff departures will realign with the department. The Ag Center will net a savings from the recent departure of the previous department chair. No additional costs are anticipated beyond \$400 for printing of new material.

**4. Review of Documents Related to Referenced Matter**

This request has been reviewed and approved by appropriate LSU and LSU Ag Center faculty and administrative officers and by the System Office of Academic Affairs.

**5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by both the Chancellor of LSU and the Chancellor of the LSU Ag Center.

**RECOMMENDATION**

The LSU System Office of Academic Affairs recommends approval of the following resolution:

**“NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves LSU’s request to realign the Department of Biological and Agricultural Engineering from the College of Agriculture to the College of Engineering.



## Office of Academic Affairs Consent Agenda

### REQUEST APPROVAL OF AN EXCLUSIVE LICENSE BETWEEN ALLYLIX, INC. AND LSU AGRICULTURAL CENTER

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

**Re: Exclusive license between LSU Agricultural Center and Allylix, Inc.**

#### 1. Significant Board Matter

Pursuant to Article VII, Section 8, D.3 (a) and (b), this matter is a Significant Board Matter.

D.3 (a) Final agreements relating to the purchase, sale, assignment, or licensing of any intellectual property rights, including patents, copyrights, and trademarks.

D.3 (b) Final agreements relating to the joint venture, use, purchase, sale, assignment or licensing of any invention, device, formula, system, process or such similar things, as well as any agreements relating to the granting of royalties or profit participation to any current or past employee.

#### 2. Summary of Matter

Allylix, Inc. is a Delaware corporation headquartered in San Diego, California. The company develops natural products in markets such as crop protection, urban pesticides, biocides, flavors and fragrances. They currently utilize nootkatone in their flavor and fragrance business and hope to expand into other areas through the proposed license with the Ag Center.

The Ag Center proposes to license certain patents to Allylix which provide a chemical synthesis of nootkatone and its derivatives as repellants and toxicants to insects. The technology was jointly developed by Ag Center faculty and an outside co-inventor, Mr. Donald Heumann. Mr. Heumann is not an LSU employee and is a co-owner of the patents. He will receive a percentage of all revenue under a written agreement with the Ag Center. This technology was previously licensed to a start-up company but that license was terminated. Ag Center has provided termination documents for our review.

The license is exclusive with an unlimited field of use. It provides for an upfront fee, staged reimbursement of patent/legal costs within three years of the effective date, a royalty on sales, a percentage of sublicensing income and annual minimum royalties beginning in 2015.

#### 3. Review of Business Plan

Not provided.

#### 4. Review of Related Documents

Not applicable.

**5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8**

The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

**RECOMMENDATION**

The Executive Staff recommends approval of the following resolution:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect a license agreement with Allylix, Inc. granting to Allylix, Inc. an exclusive license to the subject technology, the license agreement to contain such terms and conditions as the President, in consultation with System General Counsel, deems to be in the best interests of the University.

**BE IT FURTHER RESOLVED** that the President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that the President deems to be in the best interests of the University after review by appropriate System staff.



**RECOMMENDATION TO APPROVE  
RIGHT-OF WAY REQUEST  
BY THE U.S. ARMY CORPS OF ENGINEERS ALONG  
LSU PROPERTY AT THE  
NORTHEAST RESEARCH STATION, TENSAS PARISH**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

**1. Summary of Matter**

The Department of Army, Vicksburg District, Corps of Engineers is requesting an irrevocable 18 month right-of-way beginning February 1, 2012 along LSU Property at the Northeast Research Station to allow for revetment maintenance of the Mississippi River levee along LSU property. The LSU AgCenter requests that the Board of Supervisors approve this request.

The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower the President to sign the final agreement with the Department of the Army.

**2. Review of Business Plan**

None.

**3. Fiscal Impact**

Not applicable.

**4. Description of Competitive Process**

Competitive process not required.

**5. Review of Legal Documents**

Right-of-Way Agreement with Department of Army, Corps of Engineers

**6. Parties of Interest**

- LSU Board of Supervisors
- Department of Army, Vicksburg District, Corps of Engineers

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.



**ATTACHMENTS:**

- Letter from Chancellor Richardson
- Letter from Chief Wood, Department of the Army, Vicksburg District, Corps of Engineers
- Right-of-Way Agreement with maps

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute the Right-of-Way to allow for revetment maintenance of the Mississippi River levee along LSU property.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized and empowered, for and on behalf of and in the name of the Board of Supervisors, to include in said Permanent Servitude and Right of Way any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors, to review the drawings and survey for the revetment maintenance, and to take whatever action, in consultation with General Counsel, that may be necessary to consummate this transaction, including but not limited to any and all regulatory approvals."



Office of Facilities Planning

208 J. Norman Efferson Hall  
Baton Rouge, LA 70803  
Phone: (225) 578-8731  
Fax: (225) 578-7351

OFFICE OF THE  
PRESIDENT

MAR 21 2012

March 19, 2012

Dr. John V. Lombardi, President  
LSU System  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

LSU SYSTEM

RECEIVED

MAR 21 2012

PROPERTY & FACILITIES

RE: **Significant Board Matter (Revised)**  
Right-Of-Way – United States Army Corps of Engineers  
Northeast Research Station  
Tensas Parish  
St. Joseph, Louisiana

The Department of Army, Vicksburg District, Corps of Engineers is requesting a Right-of-Way along LSU property at the Northeast Research Station to allow for revetment maintenance of the Mississippi River levee along LSU property. The LSU AgCenter requests that the Board of Supervisors approve this request. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower you to sign the final lease agreement with the Corps of Engineers.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors April 27<sup>th</sup> meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and  
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin  
Mr. Jim Howell  
Mr. Roger Husser

For the latest  
research-based information  
on just about anything,  
visit our Website:  
[www.lsuagcenter.com](http://www.lsuagcenter.com)



## DEPARTMENT OF THE ARMY

VICKSBURG DISTRICT, CORPS OF ENGINEERS  
4155 CLAY STREET  
VICKSBURG, MISSISSIPPI 39183-3435

REPLY TO  
ATTENTION OF:

February 8, 2012

Real Estate Division  
Realty Services Branch

SUBJECT: FC/MR&T, Channel Improvement, Mississippi River,  
Hardscrabble, Louisiana, Mile 396.0-R AHP, Revetment Maintenance,  
FY12, Request for Right-of-Way

North East Louisiana Research Station  
Attention: Dr. John Barnett  
Post Office Box 438  
St. Joseph, Louisiana 71366-0438

Dear Dr. Barnett:

It will be necessary for the United States to obtain a right-of-entry permit for surveying and revetment maintenance on land owned by the North East Louisiana Research Station in Tensas Parish, Louisiana, for the Mississippi River Revetment Maintenance Program.

It is anticipated that survey activities will be conducted as soon as possible, while revetment construction activities will begin sometime in late summer, dependent on river conditions.

Three (3) of the Right-of-Entry Permits, with maps depicting the impacted area shown in red, are included (enclosure 1). Please sign each copy of the permits and return the signed copies in the self-addressed stamped envelope (enclosure 2).

In the near future, Mr. John Hardy, of my staff, will confer with you relative to the Government's proposal of the Right-of-Entry; however, should you have any questions concerning this matter, please contact Mr. Hardy at (601) 631-7723.

Sincerely,

A handwritten signature in black ink, appearing to read "R S Wood".

Robert S. Wood  
Chief, Real Estate Division

Enclosures

DEPARTMENT OF THE ARMY  
Vicksburg District, Corps of Engineers  
Construction, Survey and Exploration Permit

Mississippi River Revetment  
PROJECT

STATE OF LOUISIANA

River Mile 396.0-R AHP  
LOCATION

PARISH OF TENSAS

Revetment Maintenance  
PURPOSE

The undersigned, hereinafter called the "Owner (Lessee)," grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a permit upon the following terms and conditions:

1. The Owner (Lessee) hereby grants to the Government an irrevocable right to enter upon, the lands hereinafter described at any time within a period of Eighteen (18) months from 1 February 2012, in order to construct revetments, stone dikes, and other bank stabilization works, and to survey and carry out such other exploratory works as may be necessary in connection therewith, including the right to bury refuse, exclusive of bathroom waste, incidental to said construction landward of the top bank. The refuse so buried shall be covered with sufficient earth to provide a minimum of three feet of cover after tamping and settling.
2. In the event there are any locked gates that need to be used for ingress and egress to the lands hereinafter described, the Government shall have the right to cut a link in the chain so a lock can be installed that will interlock with Owner's lock, or, if the Owner (Lessee) desires, he may furnish the Government with a key at the time of signing this permit so that the Government can install its own lock that will interlock with Owner (Lessee)'s lock prior to entry.
3. This permit includes the right of ingress and egress over existing field roads on other lands of the Owner not described below, provided such ingress and egress is necessary and otherwise conveniently available to the Government.
4. All tools, equipment, buildings, improvements, and other properties placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit.
5. The Government shall have the right to patrol and police the lands hereinafter described during the period of this permit.
6. The Owner (Lessee) hereby waives and releases any and all claims for damages arising from the activity of the Government, its officers, agents, employees, representatives, or assigns on said land in the reasonable exercise of the permit. (\*See below.)

Lands affected by this permit are described as follows:

In the State of Louisiana, Parish of Tensas, areas on the bank of the Mississippi River to be used for revetment maintenance, is located in, Section 7, Township 11N, and Range 12E, as shown in red on the attached map.

\*Except for damages to roads, improvements, timber, and crops arising from the activity of the Government, its employees, and/or contractors on said lands. The Government shall repair and maintain said roads in such a manner that Owner (Lessee) will have access to his property equally as good as existed prior to granting this permit. In the event of damage to improvements, the Government shall repair such damage, or, at its option, it may make an appropriate settlement with the Owner (Lessee) in lieu thereof. Any damage to timber or crops will be determined by an appraisal to be made by the Government and the Owner (Lessee) shall be paid for such damage. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner (Lessee) may have to make a claim under applicable laws for any damages other than those provided for herein. Further, the Government agrees to provide adequate measures to prevent livestock from straying from fenced areas.

WITNESS my hand and seal \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESS:

OWNERS:

\_\_\_\_\_

By: \_\_\_\_\_  
John Barnett

WITNESS:


UNITED STATES OF AMERICA

\_\_\_\_\_

By: \_\_\_\_\_  
CHIEF, REAL ESTATE DIVISION

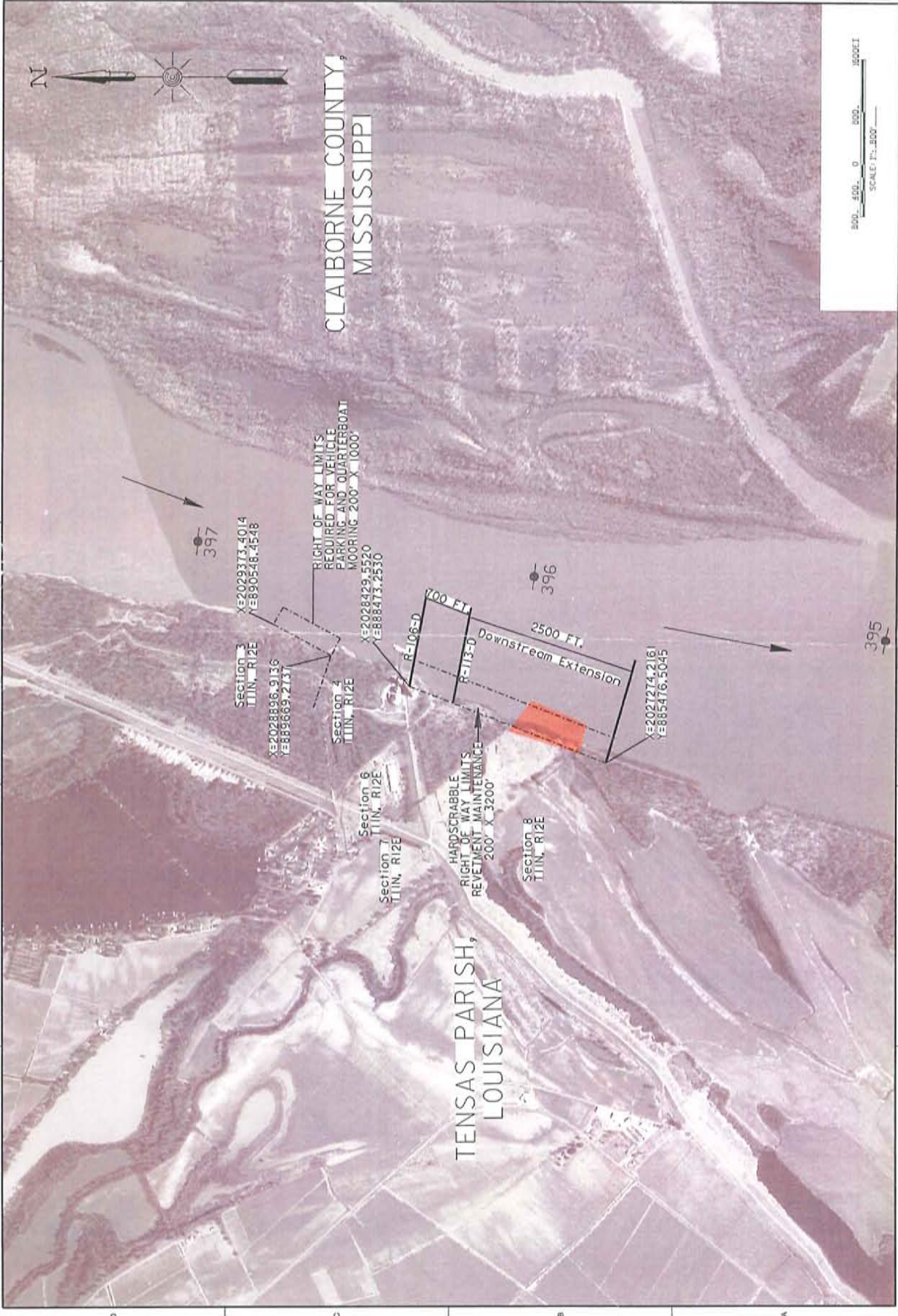
The Point of Contact for the Government is Mr. John Hardy. He can be contacted by addressing correspondence to United States Army Corps of Engineers, Vicksburg District, ATTN: CEMVK-RE-M, 4155 Clay Street, Vicksburg, Mississippi 39183-3435, telephone: (601) 631-7723.

Enclosure 11

		PROJECT NO. _____ DRAWING NO. _____ DATE _____	
1. APPROVED AND AUTHORIZED FOR THE PROJECT NAME: _____ TITLE: _____ SIGNATURE: _____		2. APPROVED AND AUTHORIZED FOR THE PROJECT NAME: _____ TITLE: _____ SIGNATURE: _____	

U.S. ARMY CORPS OF ENGINEERS  
 WICHITA DISTRICT  
 WICHITA, MISSISSIPPI  
 E. A. GUNSON  
 CIVIL ENGINEER  
 PROJECT NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 DATE \_\_\_\_\_

SHEET IDENTIFICATION  
**C-101**





**RECOMMENDATION TO APPROVE  
RIGHT-OF WAY REQUEST  
BY BAYOU JACK LOGGING ALONG  
LSU PROPERTY AT THE  
RICE RESEARCH STATION, ACADIA PARISH**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

**1. Summary of Matter**

Bayou Jack Logging is requesting a Right-of-Way along LSU Property at the Rice Research Station to allow for access to harvest timber on adjacent neighboring property. The LSU AgCenter requests that the Board of Supervisors approve this request as this project is in support of the AgCenter and its mission by maintaining good relationships with neighbors and constituents.

The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower the President to sign the final lease agreement with Bayou Jack Logging.

**2. Review of Business Plan**

None.

**3. Fiscal Impact**

Not applicable.

**4. Description of Competitive Process**

Competitive process not required.

**5. Review of Legal Documents**

Right-of-Way Agreement with Bayou Jack Logging

**6. Parties of Interest**

- LSU Board of Supervisors
- Bayou Jack Logging

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**ATTACHMENTS:**

- Letter from Chancellor Richardson
- Right-of-Way Agreement with maps

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute the

Right-of-Way to allow for access to harvest timber on adjacent neighboring property.

**BE IT FURTHER RESOLVED** that John V. Lombardi, President of the LSU System, or his designee, is hereby authorized and empowered, for and on behalf of and in the name of the Board of Supervisors, to include in said Right of Way any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors, and to take whatever action, in consultation with General Counsel, that may be necessary to consummate this transaction, including but not limited to any and all regulatory approvals."



OFFICE OF THE  
PRESIDENT

Office of Facilities Planning

208 J. Norman Efferson Hall  
Baton Rouge, LA 70803  
Phone: (225) 578-8731  
Fax: (225) 578-7351

APR 09 2012

LSU SYSTEM

RECEIVED

APR 09 2012

PROPERTY & FACILITIES

April 5, 2012

Dr. John V. Lombardi, President  
LSU System  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

RE: **Significant Board Matter (REVISED)**  
Right-Of-Way – Bayou Jack Logging  
Rice Research Station  
Acadia Parish  
Rayne, Louisiana

Bayou Jack Logging is requesting a Right-of-Way along LSU property at the Rice Research Station to allow for access to harvest timber on adjacent neighboring property. The LSU AgCenter requests that the Board of Supervisors approve this request. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower you to sign the final lease agreement with Bayou Jack Logging.

As this project is in support of the AgCenter and its mission by maintaining good relationships with neighbors and constituents, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors April 27<sup>th</sup> meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and  
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin  
Mr. Jim Howell  
Mr. Roger Husser

For the latest  
research-based information  
on just about anything,  
visit our Website:  
[www.lsuagcenter.com](http://www.lsuagcenter.com)



STATE OF LOUISIANA

PARISH OF ACADIA

RIGHT OF WAY AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, that:

THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AGRICULTURAL & MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the constitution and laws of the State of Louisiana ("LSU"), domiciled in the Parish of East Baton Rouge, said State herein represented by John V. Lombardi, President, LSU System, duly authorized and empowered by said Board.

Insofar as it is able and to the extent of its interest does by these presents and according to the terms and conditions hereof, convey and deliver unto:

Bayou Jack Logging, L.L.C. ("Grantee"), a Louisiana limited liability company with a registered address of 575 Palmer Ridge, Plaquemine, Louisiana 71362, herein represented by and through its duly authorized officer and agent, Kenneth Guillot,

two temporary right-of-ways and easement for the sole limited purpose of hauling fill material, timber and/or equipment across the following described property owned by LSU and located in the Parish of Acadia, State of Louisiana, to-wit:

Louisiana Agricultural Experiment Station Property in Section 21 & 22 of Township 9\_South, Range 1 East, Acadia Parish, Louisiana (the "Property"), all as shown and described more fully in the attached Exhibit "A," on which said property is marked in green, and said rights-of-way are marked in blue.

The term of this Agreement shall begin on the date this document is signed and executed by both parties and shall expire after twelve (12) months, unless sooner terminated as provided herein. Extensions to the initial term may be provided at LSU's sole discretion. The Chancellor of the LSU Agricultural Center retains the right to review this Agreement at any time and may elect to add restrictions at any time should Grantee's use of said rights-of-way jeopardize Louisiana Agricultural Experiment Station projects.

This grant of rights-of-way is made and accepted subject to the following terms and conditions:

1. Grantee shall notify LSU upon completion of its operations and use of said rights-of-way, in which event this Agreement shall be terminated upon Grantee's compliance with its obligations under Paragraph 3 below.
2. It is understood and agreed that the rights-of-way and easement herein granted shall be solely for the purpose of hauling fill material, timber and/or equipment across the Property by Grantee and its agents, invitees, employees and assigns.
3. Grantee hereby agrees and shall be obligated to maintain at all times and at its own expense said rights-of-way and the roads and bridges on which said rights-of-way are located; to keep said rights-of-way passable at all times for light truck traffic during the hauling activities; to be responsible for any and all damage to the Property and the buildings and improvements located thereon caused by Grantee's activities under this Agreement; and, at the completion of Grantee's activities hereunder, to restore all roads, bridges, fences, drainage structures, etc. to a condition comparable to or better than the condition existing at the commencement of this Agreement, said restoration to be to the satisfaction and approval of the Resident Director of the LSU Property. The condition of the rights-of-way will be monitored by the Resident Director or his assigned agent during the term of this agreement to insure proper upkeep of all roads and bridges. If any roads or bridges affected by this Agreement are not kept properly, this Agreement and the rights-of-way granted herein may be terminated by the Chancellor of the LSU Agricultural Center. Grantee agrees to have hauling vehicles yield to slow

moving farm equipment and to operate at speeds less than 20 mph while on the Property.

4. Right of Way path, where a field road does not currently exist, will be constructed in the following fashion:
  1. Where open areas are crossed, the path used can be raised using material therein but will be returned to its current shape, being graded, to remove all ruts, as not to interfere with current drainage.
  2. Where wooded areas are crossed, the path will be constructed to avoid all trees above 6 inches in diameter, underbrush can be removed as well as trees 6 inches and under, provided, however, that upon completion, all debris will be removed and the path area will be graded to remove ruts, as not to interfere with current drainage.
5. It is expressly understood that important research projects are being conducted on LSU's Property; therefore, should Grantee's activities unreasonably interfere with said projects, the Resident Director in his discretion may require Grantee to immediately suspend or modify its activities hereunder to correct the situation. It is specifically understood and agreed that if the above conditions are not met in a satisfactory manner, the Chancellor of the LSU Agricultural Center may void this agreement and Grantee will be required to stop any further activities and repair right-of-way(s) as outlined in Paragraph 3 above.
6. It is understood that close communication with the Resident Director or his appointed agent is of the utmost importance to insure that any problems arising from Grantee's activities hereunder be dealt with promptly and a workable solution found as soon as possible.
7. It is further understood and agreed that the rights-of-way and easement herein conveyed are made subject to any valid existing right-of-way(s), easements, servitudes, leases, mortgages, etc., if any, in favor of other parties which are of record or which are apparent from a careful inspection of the land.
8. Grantee shall defend, indemnify and save LSU, its officers, employees, board members, and agents (collectively the "LSU Indemnities") free and harmless from and against all claims, demands, actions or suits and loss or liability of whatsoever kind or nature (including all costs, expenses and reasonable attorney fees incident to such claims, demands, actions or suits against LSU Indemnities) for or an account of any loss, damage or injury to or by persons or property arising out of or in connection with any act of Grantee, its employees, invitees, representatives, agents or contractors in any way connected to or arising out of Grantee's activities under this Agreement, except to the extent arising from the sole fault of LSU.
9. It is understood and agreed by the parties that this Agreement does not constitute a conveyance of any part of the Property, nor as a conveyance of any part of the mineral rights in, on or under the Property, but grants only an access right-of-way as above provided. The exercise by Grantee of its rights hereunder shall not interfere with the exploration or drilling for or the development, production or marketing of oil, gas or other minerals from LSU's property, either by LSU or under any existing or future oil, gas, or mineral leases; provided, however, in its exercise of its rights for mineral development, LSU agrees that it will not allow the construction of any new drilling sites during the term of this Agreement within the rights-of-way or within thirty feet of either side of said rights-of-way.
10. In the event Grantee fails to perform any obligation herein and fails to remedy such breach within fifteen (15) working days after written demand, LSU shall be entitled to terminate this Agreement. LSU shall also be entitled, either as an

alternative remedy or as a cumulative remedy, to make any repairs and to take all other corrective actions necessitated by Grantee's act or failure to act in the construction, maintenance, and operation of its rights-of-way, and Grantee shall indemnify LSU for all costs associated therewith.

11. Grantee shall furnish and maintain at all times during the term of this Agreement its own automobile, workers' compensation, and general comprehensive liability insurance (in an amount not less than \$2,000,000 per occurrence, \$5,000,000 aggregate) that will provide insurance coverage for any loss, damage, or injury arising out of Grantee's activities hereunder. LSU shall be named as an additional insured on all such policies. Grantee shall provide to LSU certificates of insurance evidencing such coverage prior to commencing any operations or activities hereunder.
12. This Agreement contains the entire understanding between the parties hereto and shall not be modified in any way except by instrument in writing signed by and on behalf of the parties hereto, and no agreement or representation, verbal or otherwise, made by Grantor or Grantee shall be binding on either party unless incorporated in this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
13. NOTICES or other communication given to or with respect to this Agreement shall be given by certified or registered mail addressed as follows:

To Grantor at-                      Office of Facilities Planning  
LSU Agricultural Center  
Rm. 208 J. Norman Efferson Hall  
Corner of E. Parker & Highland Rd.  
Baton Rouge, Louisiana 70803-6601  
Telephone: 225/578-8731  
Facsimile: 225/578-7351

With a copy to                      Dr. Steve Linscombe  
Rice Research Station  
1373 Caffey Rd.  
Rayne, Louisiana 70578  
Telephone: 337/788-7531  
Facsimile: 337/788-7553

To Grantee at                        Bayou Jack Logging,  
575 Palmer Ridge,  
Plaucheville, Louisiana 71362

TO HAVE AND TO HOLD said rights-of-way and easement unto Grantee, his heirs and assigns, subject to the terms and conditions hereinabove set forth, without warranty of title, either expressly or implied.

IN WITNESS HEREOF, the parties hereto have executed this Agreement in multiple originals on the dates shown below.

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

By: \_\_\_\_\_  
John V. Lombardi, President  
Louisiana State University System  
Date: \_\_\_\_\_

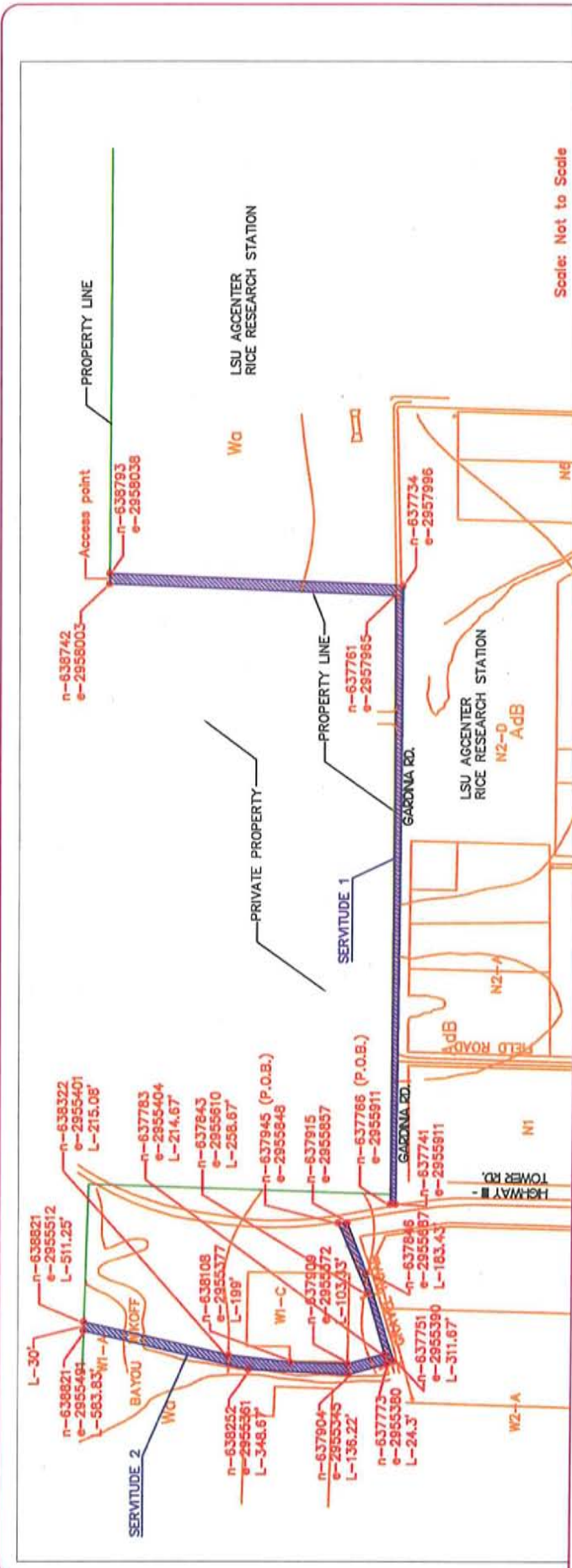
WITNESSES:

BAYOU JACK LOGGING, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

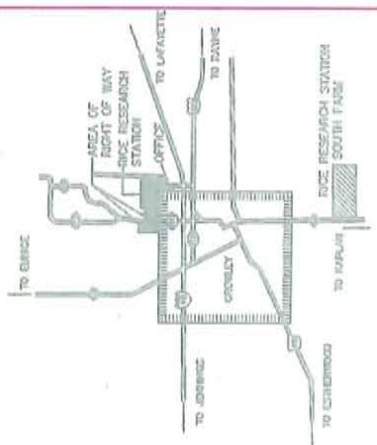


Scale: Not to Scale

RIGHT OF WAY AGREEMENT AT THE RICE RESEARCH STATION FOR BAYOU JACK LOGGING, TO SERVIDUES WITHIN THE PERIMETER DESCRIBED BY THE FOLLOWING US PLANE COORDINATES AND DISTANCES:

**SERVITUDE 1**  
 BEGINNING AT A POINT HAVING COORDINATES N 637755, E 295597, THENCE TRAVERSING 25' TO A POINT WITH COORDINATES N 637741, E 295591, THENCE TRAVERSING 2085' TO A POINT WITH COORDINATES N 637734, E 2957996, THENCE TRAVERSING 1007' TO A POINT WITH COORDINATES N 637795, E 29580981, THENCE TRAVERSING 35' TO A POINT WITH COORDINATES N 638742, E 2958003, THENCE TRAVERSING 98' TO A POINT WITH COORDINATES N 637761, E 2957965, THENCE TRAVERSING 208' TO ENDING POINT WITH COORDINATES N 637766, E 295591.

**SERVITUDE 2**  
 BEGINNING AT A POINT HAVING COORDINATES N 637945, E 2955848, THENCE TRAVERSING 259' TO A POINT WITH COORDINATES N 637843, E 295560, THENCE TRAVERSING 25' TO A POINT WITH COORDINATES N 637909, E 2955404, THENCE TRAVERSING 103' TO A POINT WITH COORDINATES N 637909, E 2955377, THENCE TRAVERSING 197' TO A POINT WITH COORDINATES N 638322, E 2955403, THENCE TRAVERSING 57' TO A POINT WITH COORDINATES N 638621, E 2955582, THENCE TRAVERSING 30' TO A POINT WITH COORDINATES N 638621, E 2955494, THENCE TRAVERSING 584' TO A POINT WITH COORDINATES N 638621, E 2955364, THENCE TRAVERSING 349' TO A POINT WITH COORDINATES N 637904, E 2955345, THENCE TRAVERSING 154' TO A POINT WITH COORDINATES N 637773, E 2955380, THENCE TRAVERSING 24' TO A POINT WITH COORDINATES N 637793, E 2955390, THENCE TRAVERSING 31' TO A POINT WITH COORDINATES N 637846, E 2955687, THENCE TRAVERSING 183' TO A POINT WITH COORDINATES N 637945, E 2955857 TO ENDING POINT WITH COORDINATES N 637945, E 2955848.



LOCATION MAP  
 SCALE: NOT TO SCALE



**Exhibit "A" - Bayou Jack Logging Right of Way**  
 Rice Research Station  
 LA HWY 1111 (Tower Rd.)  
 Crowley, LA

ENGINEER:	SCALE: AS SHOWN
DRAWN BY: RPR	SHEET 1 OF 1 SHEETS
DATE: 02/10/12	FILE NAME: RiceROW
REVISED:	CHECKED BY: DGF



**RECOMMENDATION TO ENTER INTO  
STATE/SPONSOR AGREEMENT WITH THE  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
FOR THE CONSTRUCTION OF THE  
LSU HIGHLAND ROAD PEDESTRIAN CORRIDOR, PHASE I**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.2(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

It is recommended that LSU enter into a State/Sponsor Agreement with the Louisiana Department of Transportation and Development (LA DOTD) to renovate the pedestrian corridor on the west side of Highland Road from Raphael Semmes Drive to South Campus Drive.

The intent of the project is to achieve the following:

- Provide adequate pedestrian corridor between 2 established pedestrian crosswalks along LA State Hwy 42 (Highland Road).
- Eliminate dangerous mid-block crossings and encourage pedestrians to utilize established crosswalks at lighted intersections via the following techniques:
  - Demolish existing substandard sidewalk adjacent to Highland Road
  - Construct new 12' wide sidewalk west of existing live oak trees
  - Provide new landscape barrier between new sidewalk and street
- Provide approximately 700 linear feet of new sidewalk complete with appropriate seating areas and pedestrian lighting along corridor. Corridor will route pedestrians through the easternmost edge of the Memorial Oak Grove on the campus of Louisiana State University. The Memorial Oak Grove is an established park-like setting graced by majestic live oak trees each dedicated to the memory of LSU student veterans who served their country during World War 1.
- Provide adequate seating, lighting, and landscape barrier in an effort to bring pedestrians to the established crosswalks at lighted intersections.
- The LSU Office of Facility Services plans to continue to annually submit a grant request through the Louisiana Department of Transportation and Development for the Transportation Enhancement Program to expand the pedestrian corridor along Highland Road on the LSU campus.

**2. Review of Business Plan**

See the Fiscal Impact section below.

**3. Fiscal Impact**

LA DOTD will provide 95% of eligible construction costs (up to \$253,700), and LSU will be responsible for 5% construction costs and 100% of the design, testing, and contingency costs. University will fund the "LSU-responsible" costs.

**4. Description of Competitive Process**

Construction contract will be competitively bid by LA DOTD through the State bidding process.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

- LSU Board of Supervisors
- Louisiana Department of Transportation and Development

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**ATTACHMENTS:**

- Letter from Chancellor Martin
- DOTD Notice of Award dated October 17, 2011
- LSU Highland Rd Pedestrian Corridor Phase I –Location Map and Cost Estimate

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the LSU System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve the project to construct a new pedestrian path for Louisiana State University and Agricultural and Mechanical College with ninety-five percent (95%) of the eligible project construction costs to be funded (reimbursed) through the Louisiana Department of Transportation and Development's Transportation Enhancement Fund Program, and the remaining five percent (5%) to be funded by Louisiana State University and Agricultural and Mechanical College and to stipulate that one hundred percent (100%) of design, construction administration, testing costs, and contingencies will be funded by Louisiana State University and Agricultural and Mechanical College. Furthermore, Louisiana State University and Agricultural and Mechanical College accepts responsibility for all future maintenance and for any liability that might result from the project.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System or his designee, to execute all such approvals and additional documents as are necessary and proper to implement the purposes and provisions of the State/Sponsor Agreement."

RECEIVED

MAR 27 2012

MAR 28 2012

LSU SYSTEM

PROPERTY & FACILITIES

**To:** John Lombardi  
President  
LSU System

**Date:** March 26, 2012

**From:** Mike Martin  
Chancellor



**Subject:** LSU Highland Road Pedestrian Corridor, Phase I  
Notice of Award and Required Board Resolution

LSU has been awarded \$253,700 through the 2011 DOTD Enhancement Program for the construction of a pedestrian corridor to enhance safety on the LSU campus along Highland Road. Currently, pedestrian safety in this area is being compromised through potential vehicular/pedestrian conflicts. These funds will be provided to LSU as cost reimbursement for 95% of eligible construction costs. LSU will be responsible to provide the remaining 5% of construction costs, and 100% of design, testing, and contingency costs associated with the implementation of this project.

It is requested that the attached resolution be forwarded to the Board of Supervisors for placement on the April 2012 Board of Supervisors' meeting agenda.

Please let me know if you need additional information.

Attachments





LOUISIANA STATE UNIVERSITY

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## CAMPUS CORRESPONDENCE

---

**To:** Mike Martin  
Chancellor

**Date:** March 22, 2012

**From:** Eric N. Monday  
Vice Chancellor for Finance and  
Administrative Services & CFO

**Subject: LSU Highland Road Pedestrian Corridor, Phase I  
Notice of Award and Required Board Resolution**

I am pleased to inform you that LSU has been awarded \$253,700 through the 2011 Louisiana Department of Transportation and Development Enhancement Program for the construction of a pedestrian corridor to enhance safety on the LSU campus along Highland Road. Currently, pedestrian safety in this area is being compromised through potential vehicular/pedestrian conflicts. These funds will be provided to LSU as cost reimbursement for 95% of eligible construction costs. LSU will be responsible to provide the remaining 5% of construction costs, and 100% of design, testing, and contingency costs associated with the implementation of this project.

Historically, this program has been extremely beneficial to the LSU campus. Since 2002, LSU Facility Services has been successful in securing funding exceeding \$1.9 million through the DOTD Enhancement program for projects which have created more than 3 miles of pedestrian corridors and landscape enhancements on the campus. The Office of Facility Services will annually submit a grant request through DOTD for the Transportation Enhancement Program award to continue the expansion of the pedestrian corridor along Highland Road until completion of the project.

I respectfully request, should you concur, that the resolution and supporting documents be forwarded to President Lombardi for placement on the April 2012 Board of Supervisors' meeting agenda.

Should you have any questions, please do not hesitate to contact me.

Attachments



STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
P.O. Box 94245  
Baton Rouge, Louisiana 70804-9245



BOBBY JINDAL  
GOVERNOR

SHERRI H. LEBAS, P. E.  
SECRETARY

October 17, 2011  
(225) 379-1585

Ms Tammy Millican  
LSU  
CEBA Lane Rm 6  
Baton Rouge, LA 70803

RE: LSU Highland Rd Ped Corridor, Phase I

Dear Ms Millican:

I am pleased to inform you that your project has been selected to be included in the Transportation Enhancement Program (TEP). Though selected, ineligible items may have been found in the application, please see the attachment for this possibility. Ineligible items may be included in the project, but must be fully funded by the Sponsor.

DOTD is pleased that 80 project applications, totaling almost \$41.7 million, were received for the 2011-2013 TEP. This shows continued interest in the program.

Award Sponsors should note that the financial conditions of the program are such that projects just entering the system average three years to progress to bidding. Due to the program's popularity and requirements, projects are scheduled for letting on a first come, first serve basis and once the budgeted funds are exhausted for that year projects are moved to the next fiscal year.

Based on this knowledge, if you would like to accept the project award, please follow the subsequent instructions:

**Please note that the project must be sponsored by a governmental body, such as a city, town, or parish.** For your project to be formally accepted into the program, the Sponsor must provide the Department with certification in the form of a resolution by the Sponsor's governing body. The resolution should state that the Sponsor will assume full responsibility for the required local match; for design engineering, construction administration and testing; for managing and maintaining the project; and for any legal liability incurred as a result of the project. This certification **must** be received by DOTD within 60 days of the date of this acceptance letter. **Resolutions submitted with the application are not sufficient, please send again as a response to this letter.** Failure to provide the requested certification may result in the removal of the project from the TEP. Certification letters should be sent to Ms. Valerie Horton, TEP Manager, Road Design, (225) 379-1585, e-mail [Val.Horton@la.gov](mailto:Val.Horton@la.gov).

After receipt of the above described resolution, a project number will be obtained. The project numbers will be posted at [www.dotd.louisiana.gov/planning/tep/tep\\_announcements.asp](http://www.dotd.louisiana.gov/planning/tep/tep_announcements.asp) once available.

Ms Tammy Millican

October 17, 2011

Page 2 of 2

A kick-off seminar will be held in Baton Rouge where DOTD personnel will be available to answer questions about the program and project development guidelines for sponsors and their consultants. The seminar is anticipated for a January date. Details will be posted at the website listed above once available.

Information on overall program rules may be found in the Transportation Enhancement Information Guide, latest edition. Guidelines on processing your project may be found in the "I've Got a Project, Now What Do I Do?" Guide, latest edition. Manuals may be obtained on the DOTD website at [www.dotd.la.gov](http://www.dotd.la.gov).

**Sponsors are cautioned that any work where the Sponsor expects reimbursement that begins before written authorization is non-compensable.** For example, for an 80/20 match project, if design is started before authorization, then none of the work is eligible for compensation! This letter of notification **does not** constitute authorization to proceed with any **reimbursable** portion of the project. This will be done by separate correspondence.

**REMEMBER, THIS IS NOT A GRANT PROGRAM! It is a cost-reimbursable program. This means you pay first, then DOTD will reimburse based on approved invoices. Costs incurred before project authorization are not compensable.** The sponsor will be notified, in writing, when expenditures are authorized. Inclusion in the program does not mean that the project is authorized (money put into an account), as all construction projects must be bid by DOTD, federal authorization will be handled by DOTD when the project is ready to be let.

**After receiving the project number, the Sponsor will be responsible for obtaining environmental clearance for the project. Please contact Mr. Mike LaFleur, (225) 242-4512, e-mail: [Mike.Lafleur@la.gov](mailto:Mike.Lafleur@la.gov), for details.**

Plans and specifications developed by others must be in DOTD format and in agreement with DOTD or applicable, approved standards. Plans and specifications will be reviewed and approved by the Department based on the procedures set forth in the "I've Got a Project, Now What Do I Do?" guide. **The Department will take bids on the project.** Parties to the construction contract are the sponsor and the winning contractor.

Remember, administrative costs, either by sponsors or their consultants, are **not** eligible for compensation. Please direct any questions or requests for further information to the undersigned at (225) 379-1585.

Sincerely,



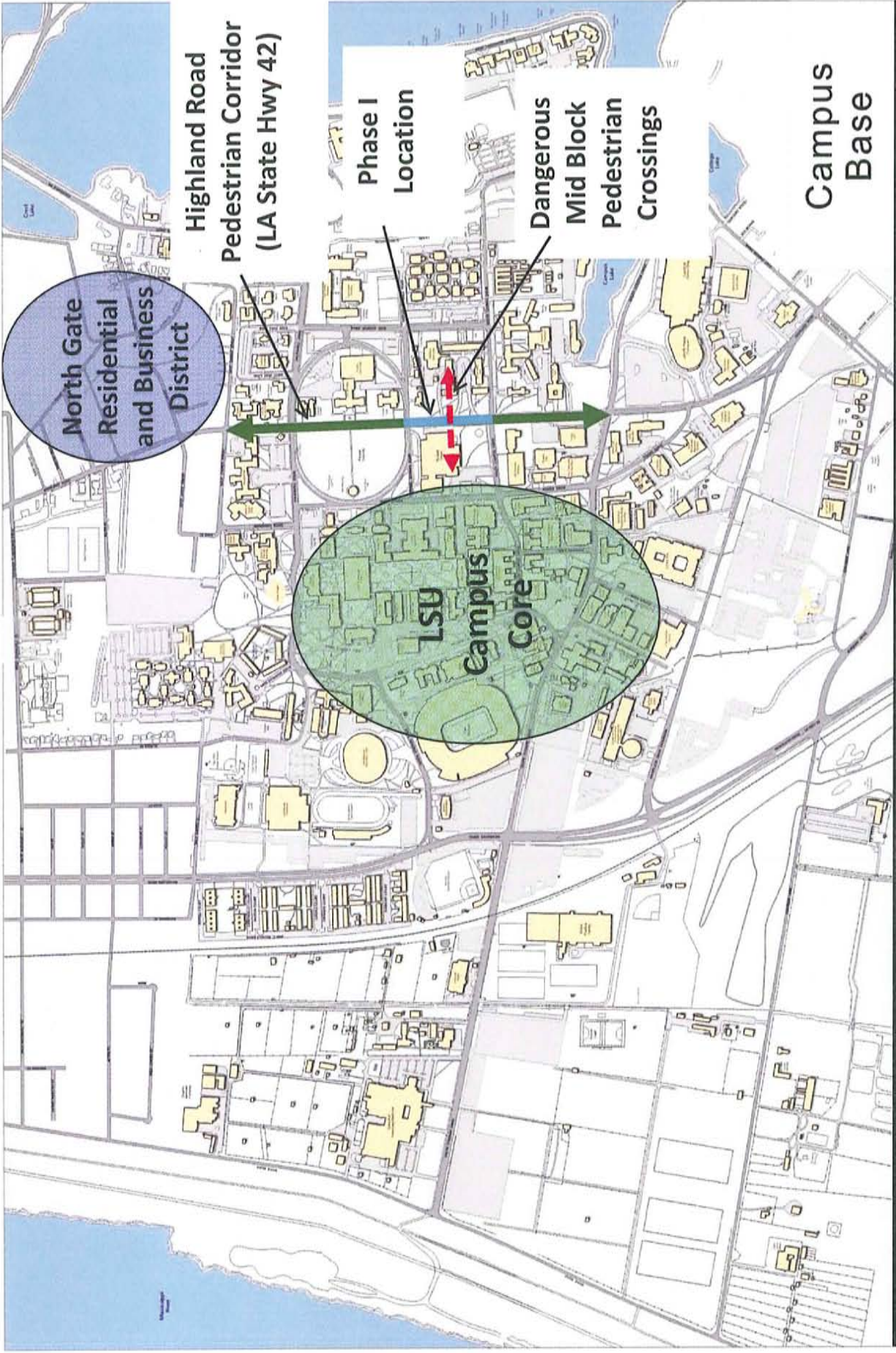
Valerie Horton, P. E.  
TEP Manager

Attachment

Cc: Mr. Huey Dugas, CRPC

## 2011 Transportation Enhancement Program Project Selection

PROJECT NAME	DOTD DISTRICT	PARISH	CATEGORY	FEDERAL FUNDS AWARDED	DESCRIPTION
Magnolia Converted Ped Bridge Rehab	02	Orleans	1,7	844,400.00	Rehabilitate and enhance Magnolia Bridge (vehicular bridge converted to pedestrian use) over Bayou St. John
St Charles Ebank Levee MU Path, Phase 6	02	St. Charles	1	973,800.00	Extend 10-foot wide multi-use path on the eastbank of the Miss River Levee crown from St Charles/St John Parish line to West Guide Levee of the Bonnet Carré Spillway in Montz (2.9 miles)
NO City Park: Marconi Multi-Use Path	02	Orleans	1,5	690,800.00	Construct 10-foot wide multi-use trail along Marconi Dr. from Harrison Ave. to Robert E. Lee Blvd.
Jean Lafitte: Downtown Sidewalk, Phase 2	02	Jefferson	1,5	319,600.00	Construct sidewalk with landscape and lighting From City Hall along Church St to Treasure Dr where it joins Phase 1
Kenner: S Williams Blvd Streetscaping	02	Jefferson	1,5	423,400.00	Sidewalk improvements and landscaping, to provide pedestrian/biking facilities.
Acadia Rd: Audubon-Cardinal Ped Path	02	Lafourche	1,8	193,400.00	Construct 6-foot wide lighted pedestrian/bike path from Audubon Avenue to Cardinal Drive.
St Charles Ave: Streetscaping Improvements, Ph I	02	Orleans	5	1,000,000.00	Refurbish light poles and lighting from the Pontchartrain Expy to Carrollton Avenue. Landscaping the St. Charles neutral ground from Calhoun Street to Napoleon Avenue. Will work with Sponsor to adjust project to cost.
W Park Ave: Royce St-Marietta Pl Sidewalk	02	Terrebonne	1	550,000.00	Construct sidewalks from Evergreen Junior High on 5500 West main Street to HL Bourgeois on West Park Avenue.
Gretna Bicycle Access Improvements	02	Jefferson	1	303,700.00	Construct bicycle infrastructure loop through Gretna connecting with four other trails.
LA 14: Downtown Abbeville Streetscaping	03	Vermillion	1,5	475,000.00	Sidewalk improvement including brick pavers, lighting, irrigation and landscaping in downtown Abbeville
La 35: Kaplan Sidewalks, Phase 1	03	Vermillion	1,5	307,600.00	Beautification of one block of LA 35 between Second and Third Streets.
Berwick Downtown Sidewalks	03	St Mary	1	69,400.00	Construct sidewalks through the downtown area (approximately 2,550 LF).
La 31: Pedestrian Improvements, Ph 2	03	St. Martin	1,4,5,6	443,900.00	St Martinville: Demolish existing and construct new ADA compliant sidewalks north and south of Phase 1 (Claiborne St to Abandoned RR South of RR Ave)
La 182: US 90-MLK Drive Sidewalks	03	Lafayette	1	542,500.00	Construct ADA compliant sidewalks on LA 182 (North University Ave) from MLK Drive to Cameron Street (US 90)
Prejean Rd: Carencro Sidewalks, Phase 3	03	Lafayette	1	106,100.00	Construct sidewalk along Prejean Road
Oil City Multi-Use Trail, Phase 2	04	Caddo	1	416,300.00	Construct approximately 5,260 feet of 10-foot wide trail including striped crosswalks in the downtown historical area.
Ruston Downtown Revitalization Phase 8	05	Lincoln	1,5	1,160,100.00	Continue overall Streetscape Plan currently in progress
US 80: La 617-La 143 Sidewalks	05	Ouachita	1	512,700.00	Construct new sidewalks along Cypress Street (US 80) from LA 14 to LA 143 in West Monroe
DeSiard St: Streetscaping S Grand-6th St	05	Ouachita	1,5	487,700.00	Provide sidewalks, lighting and landscaping along five blocks of DeSiard Street.
Ruston Downtown Revitalization Phase 6	05	Lincoln	1,5	1,203,900.00	Continue overall Streetscape Plan currently in progress
Bell City School Sidewalk	07	Calcasieu	1	133,500.00	Construct 550 feet of sidewalk along the east side of LA 14 at the Bell City School
Topsy Road Sidewalk	07	Calcasieu	1	172,200.00	Construct 1,600 feet of sidewalk between the Country oaks Trailer Park and Bertie Ann Street
Beauregard Parish Sidewalks and Lampposts Project (Additional Funding Request)	07	Beauregard	1,5	263,600.00	Remove and replace sidewalks in downtown Deridder. The Sponsor was awarded 205k previously, they are requesting 263.6k in additional funds for the project.
Masonic Drive Corridor Enhancement, Ph 3	08	Rapides	1	546,600.00	Construct pedestrian walkways with bus shelter and lighting from Gilbert St. to Texas Avenue.
La 498: La 1-Sixth St Streetscaping	08	Rapides	1,5	881,300.00	Construct approximately 1-mile of sidewalk with lighting, landscaping and subsurface drainage
La 1250: Pineville Urban Streetscaping	08	Rapides	1,5	216,000.00	Construct walkways with landscaping and landscape structures at the corner of Shamrock and McInroe Streets to serve as a gateway.
Woodworth Sidewalk Improvements Ph 3	08	Rapides	1	238,100.00	Construct pedestrian sidewalks along various roads within the Town of Woodworth.
Marksville Sidewalk Improvements	08	Avoyelles	1	321,300.00	Construct approximately 5,600 - feet of sidewalk with culverts and drainage as needed.
Moreauville Sidewalks	08	Avoyelles	1	194,200.00	Remove and replace sidewalks along Main and Tassin Streets.
Bunkie Sidewalk Improvements	08	Avoyelles	1,5	190,000.00	Remove and replace various sidewalk along various roads in the City of Bunkie.
Winnboro: Adams&Common St Streetscaping	58	Franklin	1,5	217,600.00	Replace pedestrian walkways with ADA compliant walkway on Adams & Common Streets including lighting and benches.
Olla Town Square Streetscape (Request for Additional Funding)	58	LaSalle	1,5	332,500.00	Construct sidewalks with lighting, curbs and subsurface to allow safe crossing of railroad track in downtown Olla.
Jena: Multi-Modal Connectivity	58	LaSalle	1,5,8	966,800.00	Construct an ADA compliant Shared-Use path with landscaping & lighting to connect schools, neighborhoods & businesses.
Rosedale Gateway Enhancement	61	Iberville	1,5	183,700.00	Install welcome signs, street lighting, American flag, landscaping, drainage and sidewalks.
LSU Highland Rd Ped Corridor, Phase I	61	EBR	1,5	253,700.00	Replace existing sidewalk with new wider sidewalk, seating, lighting and landscaping along Highland Rd. Corridor
White Castle Sidewalks	61	Iberville	1	163,200.00	Construct approximately 0.61 Miles of five-foot sidewalk spanning the entrance to White Castle High School
Scotlandville Pkwy Multi-Modal Imprvmt	61	EBR	1	214,000.00	Renovate 3.5 miles of multi-use pathway and repair pedestrian bridge.
Enterprise Blvd Multi-Use Path	61	Iberville	1	273,300.00	Construction of a 10' multi-use path along Enterprise Blvd; LA 3066 to LA 75 at Plaquemine High School
EBR Miss Ebank Multi-Use Path, Phase 3	61	EBR	1	1,425,000.00	Construct 10-foot wide by 6.5 Mile long path along the crown of the levee from Farr Park to Ben Hur Road.
St James Miss Ebank Multi-Use Trail Ph I	61	St. James	1	1,173,400.00	Multi-Use 10-foot wide 2-mile long trail along east bank levee from St John's Church in Paulina to the Gramercy fire station.
Court Street Streetscape	61	WBR	5	351,500.00	Enhance Court Street with landscaping, improved sidewalks and street crossings along with street furniture.
City of Central Sidewalks	61	EBR	1	419,300.00	Site 1: Construction of 5' sidewalk on eastside of Sullivan Rd. Virgil Jackson Ave to 150' North of Reed Ave. Site 2: Construction of 5' sidewalk on Southside of Wax Rd (LA 3034); Sullivan Rd to Bamway Dr.
BR Downtown Greenway Multi-Use Path US 51X/US 190 Pedestrian Improvements (Request for Additional Funds)	61	EBR	1,5	1,000,000.00	Construct 2.75 miles of multi-use pathway from City Park to Memorial stadium and Goldsby Field.
Abita Springs Town Ctr Sidewalk Lighting	62	Tangipahoa	1	70,200.00	Install and repair sidewalks and replace two pedestrian bridges between W. Thomas St. and W. Morris Ave.
Slidell: Olde Town Streetscaping	62	St. Tammany	1,5	284,800.00	Provide sidewalk lighting in Central Abita Springs (Roundabout and sidewalks previously constructed by DOTD)
Walker Sidewalks, Ph 3	62	St. Tammany	1,5	906,500.00	Remove and reconstruct sidewalks and provide drainage and landscaping to a two block area.
St John Miss Eastbank MU Path, Ph 3/3A	62	Livingston	1	547,300.00	Construction of 5' sidewalk on southside of LA 1027; Peak Lane to Walker High School parking lot west entrance and Construction of 5' sidewalk along Ball Park Rd and LA 447.
	62	St. John	1	812,700.00	Construct 10-foot wide, 10,900 foot long Multi-Use Path along the east bank levee from the end of Phase 2 to LA 637.
TOTAL FUNDED FOR 2011:				23,776,600.00	

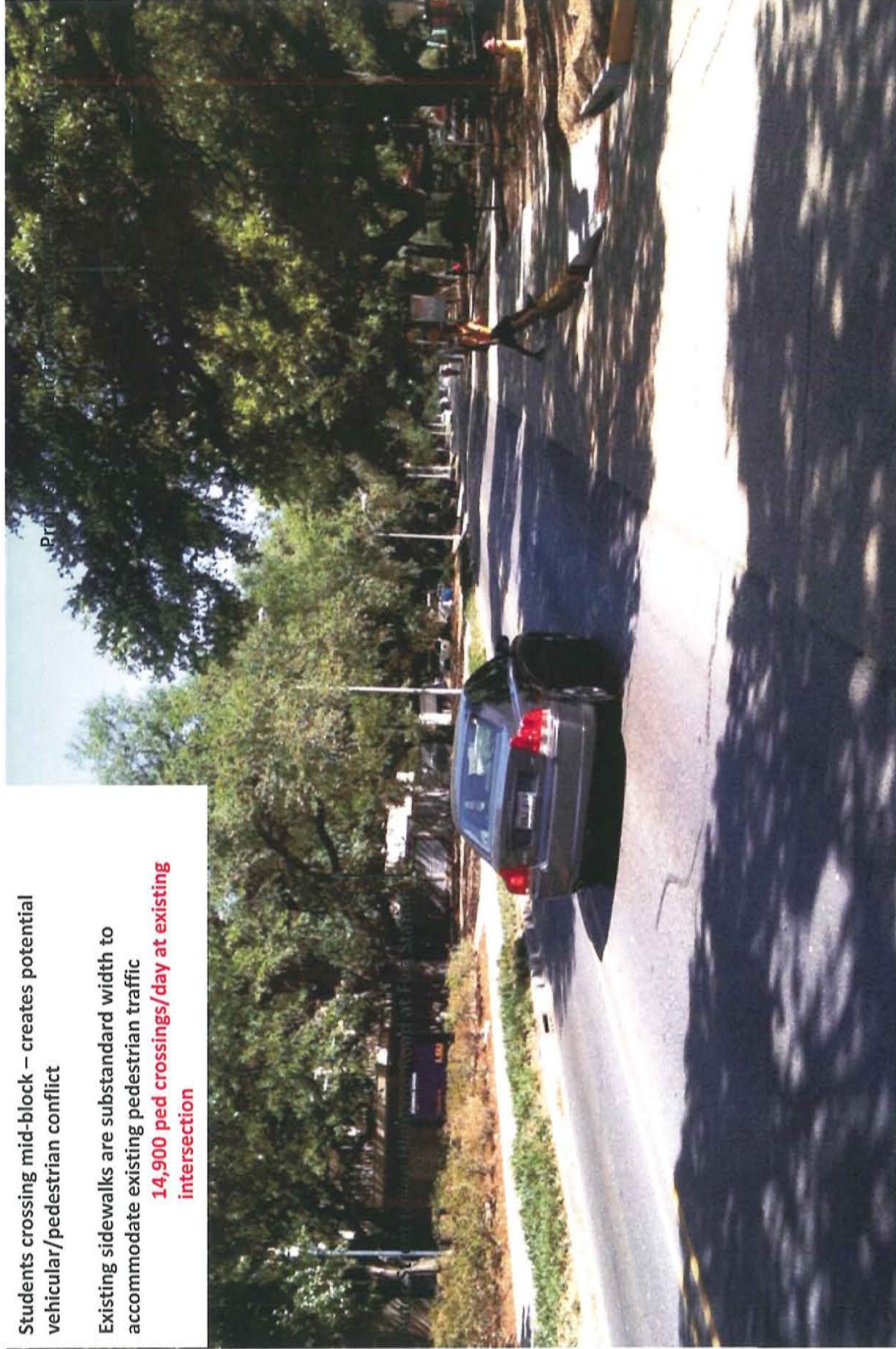


LSU Highland Rd. Pedestrian Corridor Phase I — Location Map

Students crossing mid-block – creates potential vehicular/pedestrian conflict

Existing sidewalks are substandard width to accommodate existing pedestrian traffic

**14,900 ped crossings/day at existing intersection**



LSU Highland Rd. Pedestrian Corridor Phase I – Photos

LSU Parking Garage  
Under Construction  
Completion Summer 2012

LSU Student Housing

Highland Road @  
Raphael Semmes  
Existing crosswalk at  
lighted intersection.

14,900 ped crossings per  
day (Walker Parking  
Consultants, 2009)

New 12' wide  
pedestrian corridor

Existing Bus Stop

Landscape barrier  
(dwarf azaleas and  
Indigo)

Highland Road @ South  
Campus Drive  
Existing crosswalk at  
lighted intersection.

New seating areas  
with pedestrian  
lighting (5)

Highland Road (LA State Hwy 42)

Lawn

Lawn

Raphael Semmes Drive

Memorial Oak  
Grove  
Improvements in  
this area by LSU

LSU Student Union

South Campus Drive

# LSU Highland Rd. Pedestrian Corridor Phase I – Concept Plan





Concept - Lawn



Concept - Indigo



Concept - Dwarf Azaleas under Live Oak canopy



Concept - Seating Areas

Note: Consistent with the architectural style of the LSU Historic District, in which the project is located.



# LSU Highland Rd. Pedestrian Corridor Phase I - Concept Images



Demolition				\$5,000	
Item	Qty.	Unit	Unit Cost	Subtotal	
Demolition of existing sidewalk	1	lump	\$ 2,500.00	\$2,500.00	
Demolition of existing understorey landscape	1	lump	\$ 1,000.00	\$1,000.00	
Miscellaneous Demolition (bollards, etc.)	1	lump	\$ 1,500.00	\$1,500.00	
<b>Pedestrian Corridor</b>					<b>\$77,700</b>
Item	Qty.	Unit	Unit Cost	Subtotal	
12' Wide Sidewalk	8,400	SF	\$ 9.25	\$77,700.00	
<b>Seating Areas</b>					<b>\$32,700</b>
Item	Qty.	Unit	Unit Cost	Subtotal	
Seatwall	28	LF	\$ 155.00	\$4,340.00	
Decorative Pavers on concrete base	110	SF	\$ 15.00	\$1,650.00	
Trash Receptacle	1	Each	\$ 550.00	\$550.00	
Subtotal	5			\$6,540.00	
<b>Lawn</b>					<b>\$2,153</b>
Item	Qty.	Unit	Unit Cost	Subtotal	
Zoysia sod	6,150	SF	\$ 0.35	\$2,152.50	
<b>Landscape</b>					<b>\$64,625</b>
Item	Qty.	Unit	Unit Cost	Subtotal	
Plants and labor (min bed prep)	11,750	SF	\$ 5.50	\$64,625.00	
<b>Irrigation Improvements</b>					<b>\$7,500</b>
Item	Qty.	Unit	Unit Cost	Subtotal	
Irrigation Modifications	5	Zones	\$ 1,500.00	\$7,500.00	
<b>Lighting Improvements</b>					<b>\$53,000</b>
Item	Qty.	Unit	Unit Cost	Subtotal	
Pedestrian Lighting	12	Each	\$ 2,750.00	\$33,000.00	
Electrical Routing	1	lump	\$ 20,000.00	\$20,000.00	
<b>Subtotal Construction</b>				<b>\$242,678</b>	
+ 10% Contingency				\$24,268	
+ Rounding				\$55	
<b>Total Estimated Construction</b>				<b>\$267,000</b>	

**Project Construction Funding:**

Funded Through the DOTD Enhancement Program (95%)	\$253,650
Funded Through LSU as Required Match (5%)	\$13,350

**Notes:**

All Design and Testing costs will be funded by LSU and are not reflected on this estimate. Designs and Testing cost are anticipated to be \$45,000 +/-  
 Total project cost to LSU (Construction match + Design and Testing) anticipated to be \$58,350 +/-  
 DOTD Enhancement Program is a cost reimbursable program, requiring LSU to be reimbursed for 95% of construction cost

**LSU Highland Rd. Pedestrian Corridor Phase I -- Cost Estimate**



**RECOMMENDATION TO NAME THE  
BAND REHEARSAL ROOM IN THE  
NEW BAND HALL COMPLEX THE  
"BERT AND SUE TURNER TIGER BAND REHEARSAL ROOM"**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

Louisiana State University is recommending to name the new Band Rehearsal Room in the New Band Hall Complex the "Bert and Sue Turner Tiger Band Rehearsal Room".

Turner family history with LSU begins in Tiger Band. The Turner family's history with LSU started in the late 1930s, when a young Bert Turner was afforded the opportunity to attend the University on a Band Scholarship. He played baritone bugle in the Tiger Band for his first year, continuing his studies to complete his Engineering degree in 1943.

Mr. Turner reflected with fondness and gratitude on his experience in the Band. He acknowledged that the Band was responsible for the educational foundation that benefitted him throughout an extraordinary lifetime as an industrialist, civic leader, and philanthropist.

Sue Wilbert Turner graduated from LSU in 1947, and was married to the late Bert Turner for 60 years until his death in 2008. Widely credited for her leadership in music, art, and historic preservation activities in the Baton Rouge community, Mrs. Turner frequently attends School of Music events at LSU, and has a history of generosity toward the School. She subsequently has cultivated within her children an affection for music, with son John becoming a major donor to the School while also serving recently as a member for the LSU Opera Patrons' advisory board.

When the fundraising campaign for the new LSU Tiger Band Hall was launched in 2008, Bert and Sue Turner were among the very first donors approached for leadership gifts. Their response was warm and immediate, pledging \$300,000 to help underwrite the badly needed facility. This gift was one among many the Turners would make during their decades of philanthropy toward the University. Over their lifetimes, Bert and Sue are credited with donations exceeding \$2.3 million that have benefitted a multitude of scholastic, artistic, and cultural programs at LSU.

The College of Music and Dramatic Arts proposes to recognize the philanthropic legacy of Mr. and Mrs. Turner—most notably expressed through their leadership donation to the LSU Tiger Band Hall—by naming a space within that splendid new facility in their honor: The Bert and Sue Turner Tiger Band Rehearsal Room.

Architecturally stunning, the space will accommodate the entire Tiger Band during their weekday rehearsals and game-day preparations, as well as three other ensembles that constitute the Department of Bands. It's acoustically designed to serve as a recital venue for other performing groups from LSU's College of Music and Dramatic Arts, and is commodious enough to host summer band camps that will attract hundreds of potential LSU students to our campus each year. Due to its size and location on the growing northern edge of campus, The Bert and Sue Turner Tiger Band Rehearsal Room soon will be

among the University's most impressive spaces, not to mention an accessible venue through which the community will become further engaged in the performing arts at LSU.

Having the names of widely-recognized philanthropists on such a prominent space carries with it the added bonus of encouraging future donations. The Tiger Band Hall will be used by thousands of people each year, all of them benefitting from the gifts Mr. and Mrs. Turner. Whether students, parents, alumni, or community members, those who enter the building will have before them models of generosity that in turn will inspire future generations to establish their own charitable legacies for LSU.

For the reasons stated above, Dean Laurence Kaptain respectfully requests that these major LSU benefactors be honored with the space to be named as "The Bert and Sue Turner Tiger Band Rehearsal Room".

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Dean Kaptain

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming the new Band Rehearsal Room in the new Band Hall Complex the "Bert and Sue Turner Tiger Band Rehearsal Room"."



## RECOMMENDATION TO NAME A GATE IN THE NEW TIGER STADIUM EXPANSION THE "H.F. "HANK" ANDERSON GATE"

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

### 1. Summary of Matter

Louisiana State University is recommending to name one of the gates at Tiger Stadium the "H.F. "Hank" Anderson Gate".

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics.

Part of these enhancements will include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

Mr. Anderson is an alumnus of LSU, graduating in 1966 from the College of Engineering. An always prideful member of the University community, Mr. Anderson has been a staunch financial supporter of TAF since the late 1980's. With multiple significant contributions towards the Academic Center, Capital Programs Fund, Preservation of Tiger Stadium, Soccer Building Fund, and the Tiger Walk Campaign, Mr. Anderson's impact on the LSU Community can be trailed through the continued success of the University's athletic programs – on and off the field of competition.

Mr. Anderson is a longtime resident of Shreveport, Louisiana and he is owner of Anderson Oil and Gas, Inc.

It is with great pride that the Tiger Athletic Foundation and the Athletic Department would like to name a gate in the honor of Mr. H. F. "Hank" Anderson.

### ATTACHMENTS:

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Major General R.G. Richard, President and CEO, Tiger Athletic Foundation

### RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of a gate in the newly renovated Tiger Stadium Expansion of 2012 the "H.F. "Hank" Anderson Gate"."





**MEMORANDUM**  
*Office of the Chancellor*

RECEIVED  
MAR 28 2012  
PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

**To:** John V. Lombardi  
President, LSU System

**Date:** February 29, 2012

**From:** Michael Martin  
Chancellor

**Re: H.F. "Hank" Anderson Gate, Tiger Stadium**

The Committee on Naming University Facilities has recommended that one of the new gates to Tiger Stadium be named for H.F. "Hank" Anderson in recognition of his generosity to LSU as well as his notable career and community involvement.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: General Ron Richard, TAF

February 28, 2012

**TO:** Chancellor Michael V. Martin

**FROM:** Naming University Facilities Committee

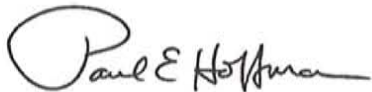
**RE:** Naming Proposal 2011-01, Hank Anderson Gate, Tiger Stadium

Dear Chancellor,

Attached please find a memo from Dean Eli Jones R.G. Richard of TAF recommending that one of the new gates to Tiger Stadium be named for **H. F. "Hank" Anderson** in recognition of a generous gift to LSU and notable career and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looping initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of R. G. Richard, January 11, 2012  
CC: Bunnie R. Cannon  
Jane W. Cassidy



# Louisiana State University

## LSU FACILITIES NAMING REQUEST FORM

**Request for Functional, Administrative, Honorific, or Commemorative Naming**

Submit this form and all supporting documentation to the Office of the Chancellor, Executive Director, Institutional Advancement, 135J Thomas Boyd Hall

Date of Request January 11, 2012

Name of Nominator R.G. Richard, Major General, USMC (Ret.) Campus and College or Unit Tiger Athletic Foundation

Facility, Space or Program Current Name (if any) Tiger Stadium - West Plaza

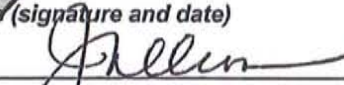
Proposed Name Hank Anderson Location on Campus Tiger Stadium - West Plaza

Rationale for Proposed Name donor's family name

Attach a detailed rationale for the proposed naming per the criteria indicated in PS 70, section 4.

**A Commemorative Naming of a major facility must obtain the permission of the Dean or Provost.**

Approvals (signature and date)

Dean  Date: 1-17-12

Academic Affairs \_\_\_\_\_ Date: \_\_\_\_\_

University Naming Committee \_\_\_\_\_ Date: \_\_\_\_\_

**For Office Use Only**

**Institutional Advancement**

Date Received \_\_\_\_\_

Date Forwarded to Committee \_\_\_\_\_

Date Returned from Committee with Recommendation \_\_\_\_\_

Date Sent to LSU System for BOS Approval \_\_\_\_\_

Board of Supervisors Agenda Item \_\_\_\_\_ Date \_\_\_\_\_

Final Approved Name and Date \_\_\_\_\_





P.O. Box 711  
Baton Rouge, LA 70821  
www.lsutaf.org  
(225) 578-4823  
(800) 644-4TAF  
Fax (225) 578-0184

# Tiger Athletic Foundation

## Executive Committee

James Maurin - Covington  
Chairman of the Board  
H. F. "Hank" Anderson - Shreveport  
Chairman of the Board-Elect  
E. Robert "Bobby" Theriot - Houston, TX  
Treasurer  
Tyron D. Picard - Lafayette  
Secretary  
Markham R. McKnight - Baton Rouge  
Immediate Past Chairman  
Al Adams - Morgan City  
Guy Campbell III - Monroe  
Roy O. Martin III - Alexandria  
Jake Nettleville - Baton Rouge  
Stacey Paretll Rase - Covington  
Robert M. Stuart, Jr. - Baton Rouge

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William T. Drost - Lake Charles  
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Dr. Eric T. Geist - Monroe  
Jamie Howard - Lafayette  
James Fleet Howell - Shreveport  
Patrick A. Juneau - Lafayette  
Leonard K. "Lenny" Lemoine - Lafayette  
Chris Miotto, MD - Shreveport  
Scott Moran - Mansfield  
William W. "Billy" Rucks, IV - Lafayette  
Gordon L. "Gordy" Rush, III - Baton Rouge  
Todd Schexnayder - Baton Rouge  
Jerry Shea, Jr. - New Iberia  
Steven J. Sherman - Baton Rouge  
Eufis Simien, Jr. - Baton Rouge  
Aimee Simon - Baton Rouge  
Colis B. Temple III - Baton Rouge  
Beth Tope - Baton Rouge  
Craig Webb - Shreveport  
Charles S. Weems, III - Alexandria  
Charles S. "Burney" Williams - New Orleans  
Brian H. Woodard - Ruston  
Richard E. Zuschlag - Lafayette

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E.R. "Bo" Campbell  
Richard F. Manship  
Donald B. Bohm, Jr.  
Richard M. Sturlese  
Eddie N. Pullaro  
Michael R. Mangham (deceased)  
Richard F. Gill (deceased)  
Stanley Jacobs  
David Landers  
William B. Hulsey  
Richard Lipsey

Ronald G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

January 11, 2012

LSU Board of Supervisors  
c/o Chancellor Michael Martin  
Louisiana State University  
156 Thomas Boyd Hall  
Baton Rouge, La 70803

## RE: Request to Name a Gate for the 2012 Tiger Stadium Expansion

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started last in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics year around. It will be constructed on the north and west sides of Tiger Stadium within the footprint of existing stadium improvements.

The enhancements include enhancing the façade of Tiger Stadium as well as transforming the North Stadium Drive corridor into a showplace for the University.

Part of these enhancements include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

The Tiger Athletic Foundation would like to request to name a gate after Mr. H. F. (Hank) Anderson.

Mr. Anderson is an alumnus of Louisiana State University, graduating in 1966 from the College of Engineering. An always prideful member of the university community, Mr. Anderson has been a staunch financial supporter of TAF since the late 1980s. With multiple significant contributions towards the Academic Center, Capital Programs Fund, Preservation of Tiger Stadium, Soccer Building Fund and the Tiger Walk Campaign, Mr. Anderson's impact on the LSU community can be trailed through the continued success of the university's athletic programs - on and off the field of competition.

Mr. Anderson is a longtime resident of Shreveport, LA, and he is the owner of Anderson Oil and Gas, Inc.

It is with great pride that I make the request to name a new gate at Tiger Stadium after Mr. H. F. (Hank) Anderson.

Sincerely,

R. G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

### Hank Anderson

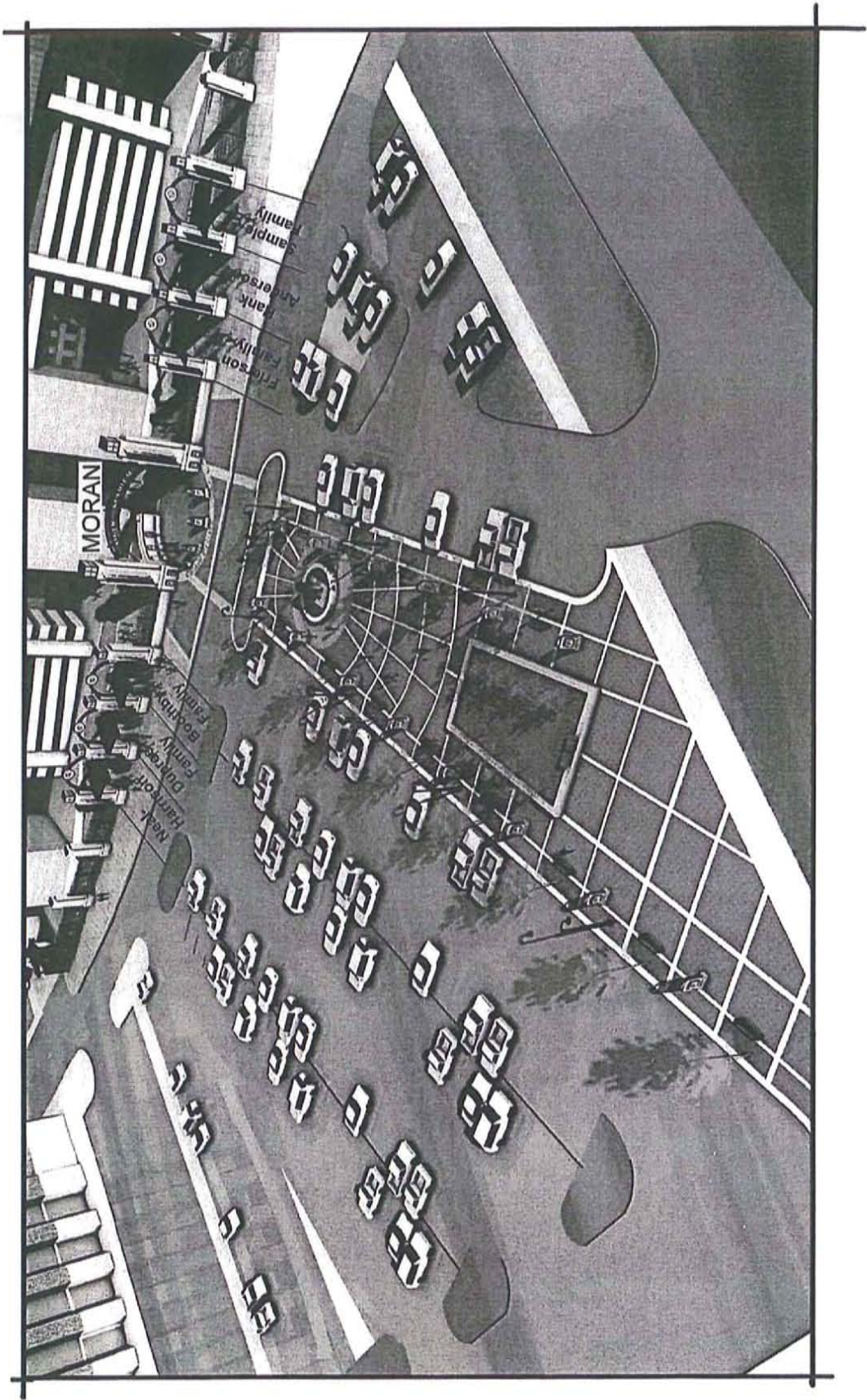
There is no other LSU Alumnus that is more passionate about LSU than Hank Anderson. He has put his passion to action as he has given his blood, sweat and tears to LSU for over 15 years as a member of TAF and serving on the Tiger Athletic Foundation Board for the last eight years. Hank's service to LSU Athletics and Tiger Athletic Foundation is invaluable. Because of his leadership and involvement, Tiger Athletic Foundation has been able to progress and raise funds to better facilities, provide upgrades and funds to LSU Athletics that otherwise would have been impossible.

Hank Anderson is also a pioneer in the Oil and Gas industry in Shreveport. The owner of Anderson Oil and Gas, he was one of the first LSU graduates to open the industry to the Shreveport area. Anderson is active in his business community and also is civically engaged.

Anderson is a 1966 graduate of LSU College of Engineering. Hank Anderson is extremely deserving of this naming opportunity as he is a great businessman who is active in his community, a leader in his business and has given unlimited time to LSU Athletics and TAF. Hank is extremely humble and is anonymous in most of his giving.

We ask that you please consider this naming opportunity for a very deserving Hank Anderson.

LSU Tiger Stadium Champions Plaza & West Entry





**RECOMMENDATION TO NAME A GATE IN THE  
NEW TIGER STADIUM EXPANSION THE  
“DUPREE FAMILY (CINDY DUPREE COFFEY,  
SUZAN DUPREE SIMPSON AND LINDA DUPREE DOWLING) GATE”**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”.

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of the Matter**

Louisiana State University is recommending to name a gate in Tiger Stadium the “Dupree Family (Cindy Dupree Coffey, Suzan Dupree Simpson, and Linda Dupree Dowling) Gate”.

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing “Preservation of Tiger Stadium” project which started in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics.

Part of these enhancements will include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

It is with great pride that the Tiger Athletic Foundation and the Athletic Department would like to name a gate in Tiger Stadium the “Dupree Family (Cindy Dupree Coffey, Suzan Dupree Simpson, and Linda Dupree Dowling) Gate”.

The Dupree family has a very rich history with LSU. Cindy Coffee, Suzan Simpson and Linda Dowling are sisters. They are extremely close and it is not uncommon to see the three of them attending an athletic event together or attending an academic meeting together.

Two of the three sisters are LSU graduates. Linda Dowling is a 1972 graduate of the College of Education, Cindy Coffee is a 1977 graduate of the College of Education. Their father, Daniel Ivey Dupree, was a 1947 graduate of the College of Agriculture. They are avid Tiger fans and support many entities of LSU; TAF, the College of Education where they have joined the Dean’s Circle and the College of Agriculture where they endowed a professorship in their father’s name in the School of Animal Science, Beef and Cattle area.

Together they wish to honor their father and their family by bestowing this gift on LSU through TAF.

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Major General R.G. Richard, President and CEO, Tiger Athletic Foundation

## RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of a gate in Tiger Stadium the "Dupree Family (Cindy Dupree Coffey, Suzan Dupree Simpson, and Linda Dupree Dowling) Gate"."



**MEMORANDUM**  
*Office of the Chancellor*

RECEIVED  
MAR 28 2012  
PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT  
MAR 27 2012  
LSU SYSTEM

**To:** John V. Lombardi  
President, LSU System

**Date:** March 9, 2012

**From:** *The* Michael Martin  
Chancellor

**Re:** "The Dupree Family Gate"

The Committee on Naming University Facilities has recommended that one of the new gates to Tiger Stadium be named for The Dupree Family (Cindy Dupree Coffey, Suzan Dupree Simpson, and Linda Dupree Dowling) in recognition of their generosity to LSU as well their community involvement.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the April 2012 meeting agenda.

Attachments

cc: General Ron Richard, TAF

March 14, 2012

**TO:** Chancellor Michael V. Martin

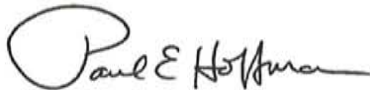
**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2012-03, Dupree Family Gate, Tiger Stadium  
Dear Chancellor,

Attached please find a memo from R. G. Richard of The Tiger Athletic Foundation recommending that one of the proposed gates at Tiger Stadium be named for the Dupree Family in recognition of their generous gift to LSU and notable careers and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of R. G. Richard, January 11, 2012  
CC: Bunnie R. Cannon  
Jane W. Cassidy



# Louisiana State University

## LSU FACILITIES NAMING REQUEST FORM

### Request for Functional, Administrative, Honorific, or Commemorative Naming

Submit this form and all supporting documentation to the Office of the Chancellor, Executive Director, Institutional Advancement, 135J Thomas Boyd Hall

Date of Request January 11, 2012

Name of Nominator R.G. Richard, Major General, USMC (Ret.) Campus and College or Unit Tiger Athletic Foundation

Facility, Space or Program Current Name (if any) Tiger Stadium - West Plaza

Proposed Name Dupree Family (Cindy Coffey, Suzan Simpson, & Linda Dowling) Location on Campus Tiger Stadium - West Plaza

Rationale for Proposed Name donor's family name

Attach a detailed rationale for the proposed naming per the criteria indicated in PS 70, section 4.

### A Commemorative Naming of a major facility must obtain the permission of the Dean or Provost.

Approvals (signature and date)

Dean [Signature] Date: 1-17-12

Academic Affairs \_\_\_\_\_ Date: \_\_\_\_\_

University Naming Committee \_\_\_\_\_ Date: \_\_\_\_\_

### For Office Use Only

**Institutional Advancement**

Date Received \_\_\_\_\_

Date Forwarded to Committee \_\_\_\_\_

Date Returned from Committee with Recommendation \_\_\_\_\_

Date Sent to LSU System for BOS Approval \_\_\_\_\_

Board of Supervisors Agenda Item \_\_\_\_\_ Date \_\_\_\_\_

Final Approved Name and Date \_\_\_\_\_





P.O. Box 711  
Baton Rouge, LA 70821  
www.lsutaf.org  
(225) 578-4823  
(800) 644-4TAF  
Fax (225) 578-0184

# Tiger Athletic Foundation

## Executive Committee

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Chairman of the Board-Elect  
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Richard F. Gill (deceased)  
Stanley Jacobs  
David Landers  
William B. Hulsey  
Richard Lipsey

Ronald G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

January 11, 2012

LSU Board of Supervisors  
c/o Chancellor Michael Martin  
Louisiana State University  
156 Thomas Boyd Hall  
Baton Rouge, La 70803

## RE: Request to Name a Gate for the 2012 Tiger Stadium Expansion

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started last in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics year around. It will be constructed on the north and west sides of Tiger Stadium within the footprint of existing stadium improvements.

The enhancements include enhancing the façade of Tiger Stadium as well as transforming the North Stadium Drive corridor into a showplace for the University.

Part of these enhancements include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

The Tiger Athletic Foundation would like to request to name a gate after The Dupree Family, including sisters Cindy Coffey, Suzan Simpson, and Linda Dowling.

There is no lack of LSU heritage in the Dupree family. Two of three siblings are alumni of the university, with Cindy being a 1977 graduate of the College of Education and Linda being a 1972 graduate of the College of Education. Their sister, Suzan, is a friend of the university and shares their same passion for the LSU community. The Dupree family name resonates on the LSU campus, as they have been involved with multiple philanthropic causes of the university. They have been strong supporters of Tiger Athletic Foundation since the early 2000s, contributing to projects such as the Annual Scholarship Fund and the Preservation of Tiger Stadium. Their legacy also stretches into the academic disciplines, as they have established the Daniel Ivy Dupree Endowed Professorship (College of Agriculture) in 2009 in honor of their father. The impact that the Dupree family is leaving on the university community through the College of Agriculture and LSU Athletics will be pay dividends for generations of Tigers to come.

All three sisters live in Shreveport, LA and, they work at Dupree Farms.

It is with great pride that I make the request to name a new gate at Tiger Stadium after The Dupree Family, including sisters Cindy Coffey, Suzan Simpson, and Linda Dowling.

Sincerely,

R. G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

## **The Dupree Family**

The Dupree Family make giving a family affair. As you will read in the first entry the three Dupree sisters have given both to Academics and to Athletics in honor of their father ( Daniel Ivy Dupree) and their family name. But each of the sisters are special in their own right. The sisters also give to the Christus Coushatta Health Care Center. All three sisters are especially involved in the Alzheimers Association on a state and national level

**Linda Dupree Dowling** -, one of the Dupree sisters married to John Dowling. John was a on the Board of Directors of the Varsity Club and Tigers Unlimited, predecessors of TAF, and a founding board member of TAF. He was also very involved with the Shreveport LSU Alumni Association Chapter. He was the driving force behind the golf tournament held for many years that provided needed scholarship funds to athletics before TAF and other organizations raised money for the benefit of Athletics.

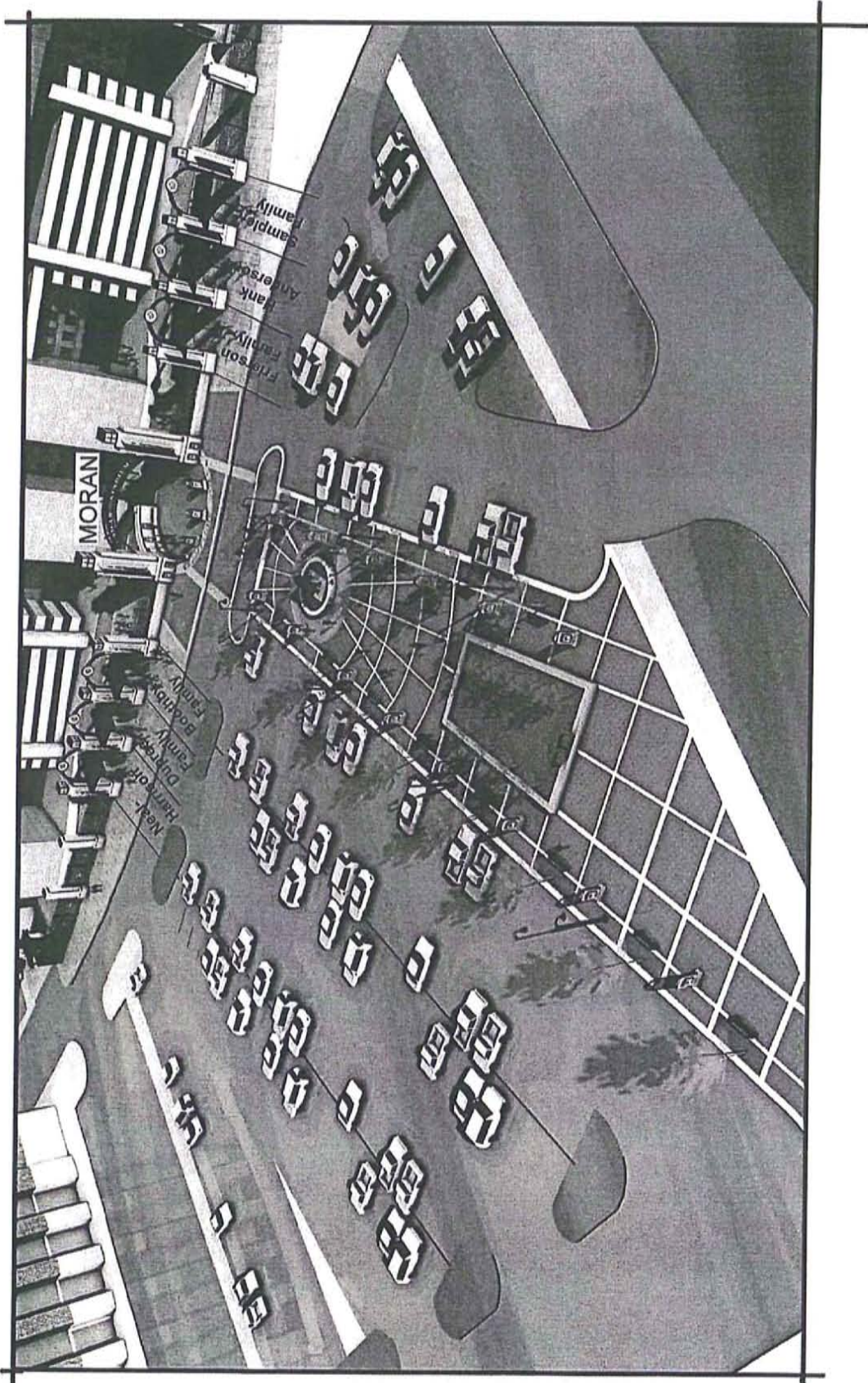
Living in Shreveport they also support the Providence House and the Holy Angels charities. Linda sits on the Board of Trustees of the Shreveport Foundation, and the Lions Club of Shreveport.

**Suzan Dupree Simpson** – is one of the Dupree Sisters that lives in Coushatta, Louisiana. She has turned the small family businesses into an extremely large enterprise in the Shreveport area. She runs the family business the Dupree Tractor Company. She also excels in businesses beyond the Tractor Company. She owns and manages Simpson Mineral Interest LLC, Simpson Land Holdings LLC, Dupree Land Properties LLC and the Dupree Simpson Farms. Suzan is extremely generous and gives financially to many causes including LSU – but her primary focus is the family businesses. She is recognized as an outstanding business leader in the community and has been recognized with many community awards.

**Cindy Dupree Coffey** – Cindy the last of the Dupree Sisters along with her husband David own the Rivertown Development Inc. in Coushatta La. Which consists of grocery stores and independent supermarkets, etc. She is extremely active in her sorority of Chi Omega. She is a member of the Coushatta Red River chamber of commerce and is extremely active in local political activity. She and her husband are incredibly involved with the Louisiana Methodist Children's home affiliated with First Methodist Church in Coushatta.

The Dupree Family goes back hundreds of years in Coushatta. They are extremely well known and give generously of their time and money back to their community. Please consider them for this naming opportunity.

LSU Tiger Stadium Champions Plaza & West Entry





## RECOMMENDATION TO NAME A GATE IN THE NEW TIGER STADIUM EXPANSION THE "JANICE AND LEE BOOTHBY GATE"

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

### 1. Summary of Matter

Louisiana State University is recommending to name a gate in Tiger Stadium the "Janice and Lee Boothby Gate".

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics.

Part of these enhancements will include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

Mr. Lee Boothby is a 1983 alumnus of the LSU College of Engineering. Mr. Boothby is the Chairman, president and CEO of Newfield Exploration Company, which has made strong contributions to the LSU college of Engineering. Annually Newfield Exploration Company donates to each University department where they successfully recruit full-time employees and returning interns. These donations have helped to continuously bolster LSU's strong reputation for producing exemplary talent in the engineering disciplines.

The Boothby family has recently also become involved with the Tiger Athletic Foundation by contributing greatly to the Scholarship Endowment Programs and the Preservation of Tiger Stadium. The generosity of the Boothby family is allowing LSU student-athletes the opportunity to gain a premier education and compete in the nation's finest facilities.

### ATTACHMENTS:

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Major General R.G. Richard, President and CEO, Tiger Athletic Foundation

### RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of a gate in the newly renovated Tiger Stadium Expansion of 2012 the "Janice and Lee Boothby Gate"."



**MEMORANDUM**  
*Office of the Chancellor*

RECEIVED

MAR 28 2012

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OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

**To:** John V. Lombardi  
President, LSU System

**Date:** February 29, 2012

**From:** Michael Martin  
Chancellor

**Re:** Janice and Lee Boothby Gate, Tiger Stadium

The Committee on Naming University Facilities has recommended that one of the new gates to Tiger Stadium be named for Janice and Lee Boothby in recognition of their generosity to LSU as well their community involvement.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: General Ron Richard, TAF

February 28, 2012

**TO:** Chancellor Michael V. Martin

**FROM:** Naming University Facilities Committee

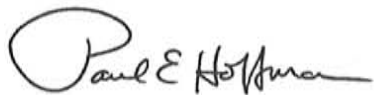
**RE:** Naming Proposal 2012-02, Janice and Lee Boothby Gate, Tiger Stadium

Dear Chancellor,

Attached please find a memo from R. G. Richard recommending that one of the new gates to Tiger Stadium be named for **Janice and Lee Boothby** in recognition of their generous gifts to LSU and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of R. G. Richard, January 11, 2012

CC: Bunnie R. Cannon

Jane W. Cassidy



# Louisiana State University

## LSU FACILITIES NAMING REQUEST FORM

### Request for Functional, Administrative, Honorific, or Commemorative Naming

Submit this form and all supporting documentation to the Office of the Chancellor, Executive Director, Institutional Advancement, 135J Thomas Boyd Hall

Date of Request January 11, 2012

Name of Nominator R.G. Richard, Major General, USMC (Ret.) Campus and College or Unit Tiger Athletic Foundation

Facility, Space or Program Current Name (if any) Tiger Stadium - West Plaza

Proposed Name Janice & Lee Boothby Location on Campus Tiger Stadium - West Plaza

Rationale for Proposed Name donor's family name

Attach a *Please Print Here* rationale for the proposed naming per the criteria indicated in PS 70, section 4.

### A Commemorative Naming of a major facility must obtain the permission of the Dean or Provost.

Approvals (signature and date)

Dean *J. Kelly* Date: 1-17-12

Academic Affairs \_\_\_\_\_ Date: \_\_\_\_\_

University Naming Committee \_\_\_\_\_ Date: \_\_\_\_\_

### For Office Use Only

**Institutional Advancement**

Date Received \_\_\_\_\_

Date Forwarded to Committee \_\_\_\_\_

Date Returned from Committee with Recommendation \_\_\_\_\_

Date Sent to LSU System for BOS Approval \_\_\_\_\_

Board of Supervisors Agenda Item \_\_\_\_\_ Date \_\_\_\_\_

Final Approved Name and Date \_\_\_\_\_



P.O. Box 711  
Baton Rouge, LA 70821  
www.lsutaf.org  
(225) 578-4823  
(800) 644-4TAF  
Fax (225) 578-0184

# Tiger Athletic Foundation

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Charles S. "Burney" Williams - New Orleans  
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Donald B. Bohn, Jr.  
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Eddie N. Pullaro  
Michael R. Mangham (deceased)  
Richard F. Gill (deceased)  
Stanley Jacobs  
David Landers  
William B. Hulsey  
Richard Lipsy

Ronald G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

January 11, 2012

LSU Board of Supervisors  
c/o Chancellor Michael Martin  
Louisiana State University  
156 Thomas Boyd Hall  
Baton Rouge, La 70803

## RE: Request to Name a Gate for the 2012 Tiger Stadium Expansion

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started last in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics year around. It will be constructed on the north and west sides of Tiger Stadium within the footprint of existing stadium improvements.

The enhancements include enhancing the façade of Tiger Stadium as well as transforming the North Stadium Drive corridor into a showplace for the University.

Part of these enhancements include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

The Tiger Athletic Foundation would like to request to name a gate after Janice and Lee Boothby.

Mr. Lee Boothby is a 1983 alumnus of the Louisiana State University College of Engineering. Mr. Boothby is the Chairman, President and Chief Executive Officer of Newfield Exploration Company, which has made strong contributions to the LSU College of Engineering. Annually, Newfield Exploration Company donates to each university department where they successfully recruit full-time employees and returning interns. These donations have helped to continuously bolster LSU's strong reputation for producing exemplary talent in the engineering disciplines.

The Boothby family has recently also become involved with the Tiger Athletic Foundation by contributing greatly to the Scholarship Endowment Program and the Preservation of Tiger Stadium. The generosity of the Boothby family is allowing LSU student-athletes the opportunity to gain a premier education and compete in the nation's finest facilities.

Janice and Lee Boothby reside in Houston, TX with their three children.

It is with great pride that I make the request to name a new gate at Tiger Stadium after Janice and Lee Boothby.

Sincerely,

R. G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer



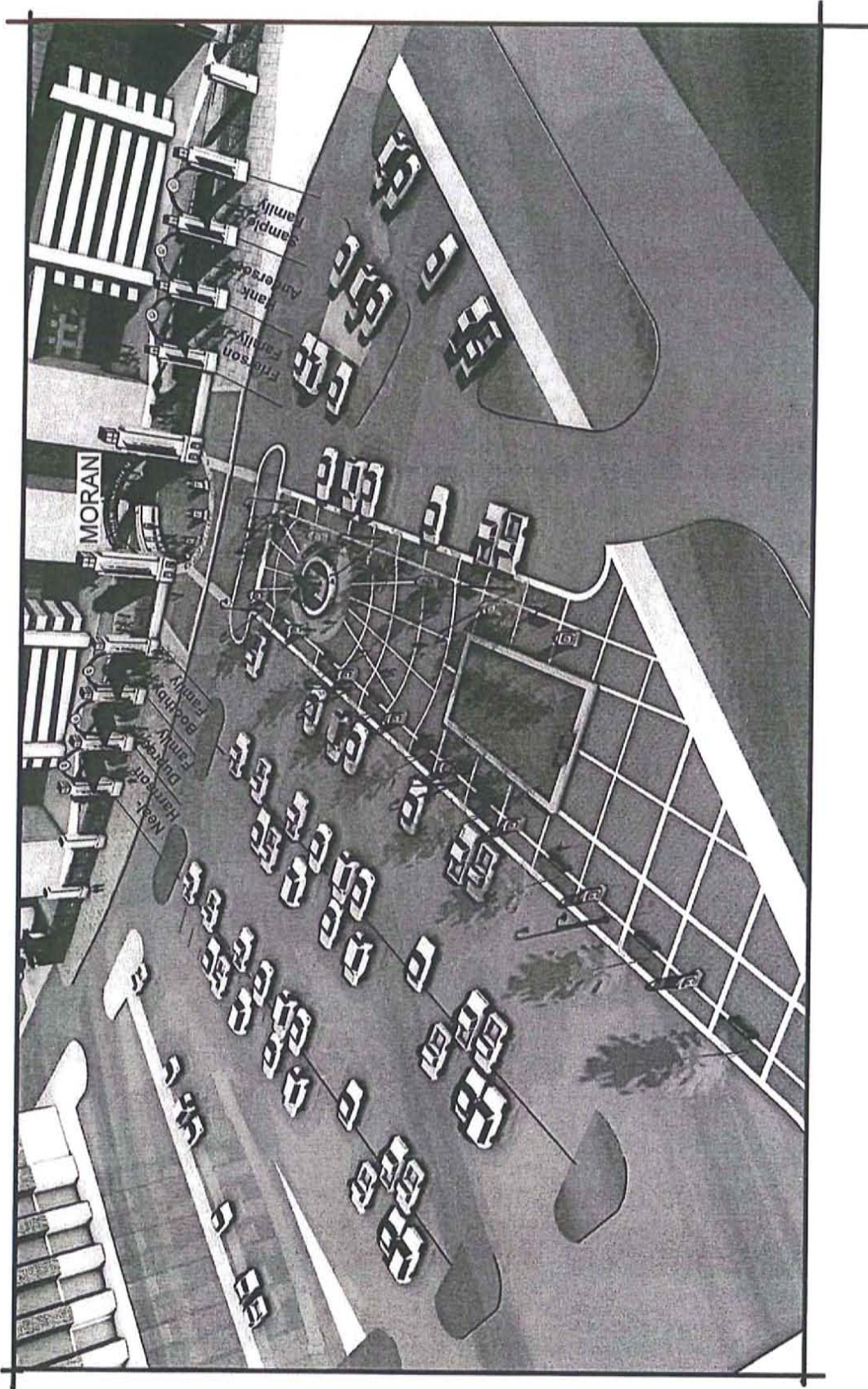
### **Janice and Lee Boothby**

Janice and Lee Boothby are avid supporters of LSU. Lee is a 1983 graduate of LSU College of Engineering. Boothby is a leading businessman for the Oil and Gas Industry. He is the Chairman, President and CEO of Newfield Exploration Company in Houston Texas. Boothby was named Newfield's Chairman at the Company's Annual Meeting in May 2010. He was previously named President, Chief Executive Officer and a member of the Company's Board of Directors in 2009. Prior to this, he was Senior Vice President - Acquisitions and Business Development. From 2002 - 2007, he was Vice President - Mid-Continent. Boothby was responsible for leading Newfield's development of the growing Woodford Shale Play in southeastern Oklahoma, along with other resource plays that have led to this division's significant growth. From 1999 - 2001, Boothby was Managing Director - Newfield Exploration Australia Ltd. and managed the Company's operations in the Timor Sea (divested in 2003) from Perth, Australia. Boothby serves as a board member for ANGA (America's Natural Gas Alliance) and OERB (Oklahoma Energy Resources Board). He is also a member of the Society of Petroleum Engineers.

Besides being an innovator in the field of Oil and Gas, both Janice and Lee Boothby have given their time and resources to LSU and to the charities and community in which they live. Avid Athletic supporters, Boothby also serves on the College of Engineering's Dean's Advisory council and is instrumental in the new activities in petroleum engineering at the college.

We ask that you please consider this naming opportunity for a very deserving of Janice and Lee Boothby.

LSU Tiger Stadium Champions Plaza & West Entry





**RECOMMENDATION TO NAME A GATE IN  
TIGER STADIUM THE  
"RON NEAL AND FRANK "BILLY" HARRISON FAMILIES GATE"**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

The LSU Athletic Department and the Tiger Athletic Foundation wish to name a gate in Tiger Stadium the "Ron Neal and Frank "Billy" Harrison Families Gate".

Both Mr. Ron Neal and Mr. Frank "Billy" Harrison have strong connections to the Louisiana State University community.

**Ron Neal Family**

Dr. Mary T. Neal received her bachelor's degree in zoology in 1975 and her medical degree from the LSU Health Sciences Center in New Orleans in 1979. She practiced for 18 years with Obstetrical and Gynecology Associates in Houston and held appointments at The Woman's Hospital of Texas and the Harris County Hospital District. In 2007, she was named one of the "Top Docs" by Texas Monthly magazine. Mary retired in 2010 from her practice but volunteers two days each week at a local clinic. She is an active board member with Medical Bridges, a national non-profit that recovers medical surplus that would otherwise be discarded and redistributes it to hospitals, clinics and healthcare providers in less fortunate countries.

Ron Neal earned a bachelor's degree in zoology in 1974 and a master's degree in geology in 1977. He has held positions with Amoco Production Company and Davis Petroleum from 1977 until 1988. In 1988 he co-founded Houston Energy L.P. with partner and LSU alumnus, Billy Harrison.

Houston Energy is an exploration company which specializes in searching for oil and gas along the Louisiana and Texas shorelines, in the federally controlled waters of the Gulf of Mexico, and in West Texas. As part of their business plan, Ron and Billy have made concerted efforts to stick to what they know. While maintaining this discipline, they have kept the company flexible enough to maneuver into areas of opportunity while successfully mitigating periodic downturns in the industry. Houston Energy interprets seismic data, integrates this data with knowledge of geology and geophysics, and combines this information to locate oil and gas prospects. The company works with both small and large partners (such as ExxonMobil). The success of Houston Energy is evidenced in its inclusion in LSU's inaugural Top 100 Fastest Growing Tiger Businesses.

Ron and Mary are avid LSU supporters and their efforts to help their alma mater have been focused on academics. They firmly believe that a quality education is the key for all young people to live a good life and focus their philanthropic and volunteer efforts accordingly. The Neals have been extremely active in the College of Science serving on the Deans Council as well as hosting many recruiting events for LSU Admissions. They have also met with prospective students and their parents to help answer questions about LSU in general.

The Neals have been members of the LSU Foundation since 2000. They donated a Top 100

Scholarship through the LSU Alumni Association during the Forever LSU Campaign and have been members since 1988.

Frank W. "Billy" Harrison, III Family

Billy began his career as a geologist for Amoco Production Company then served as division and operations geologist at Quintana Petroleum Corporation. In 1988, he co-founded Houston Energy, an independent oil and gas exploration company, with fellow LSU zoology and geology graduate, Ron Neal.

Billy is an avid tiger fan and regularly travels to LSU sporting events. Despite his love of the Tigers on the field, his efforts to help his alma mater have been focused on academics. Influenced by the tradition of involvement and generosity established by his parents, Billy's commitment to philanthropy is exemplified through his many gifts to the Department of Geology & Geophysics, the College of Science, the LSU Foundation, and the LSU Alumni Association. In January 2004, he and Ann established the Billy and Ann Harrison Chair in Sedimentology, an endowed chair in Geology & Geophysics. Three years later, Billy and Ron established the Houston Energy Distinguished Professorship. Earnings from this professorship promote the research efforts of the Department by supplementing stipends for graduate students. Billy and Ann have also named the Department's Subsurface Geology Lab through a generous gift to support its operations. This funding was used to create a full-time position for a laboratory technician, to purchase and repair equipment, and to obtain renewal of existing licenses.

Billy's contributions to the Department have also played a role in the maintenance of the Geology Field Camp in Colorado Springs. As a member of the Field Camp Campaign Committee, he and his father funded the Harrison Family Distinguished Field Camp Professorship to help support faculty leaders at camp. Billy and Ann recently endowed the Harrison Geology Field Camp Scholarship benefitting upperclassmen in need of financial assistance to complete the field camp summer course requirement.

In addition to Billy's ongoing generosity to Geology & Geophysics, he supports the University's broader philanthropic goals through his service on the LSU Foundation's Board of Directors. As membership chairman from 2009 – 2010, Billy was among the Foundation's most dedicated and aggressive leaders of this committee. He hosted multiple membership drive events and encouraged numerous other board and Foundation members to do the same in their communities. Billy took time to personally invite a significant number of LSU graduates to join, including all alumni in his company. He is currently the chair of strategic planning for the Foundation. At his personal expense, he has been flying members of the board to other universities for on-campus site visits to institutionally-related foundations to seek out best practices.

In the aftermath of Hurricane Katrina, Billy and Ann donated to the university-wide Student Disaster Relief Fund in support of students adversely affected by the storm. The Harrisons have also funded an LSU Alumni Association Top 100 Scholarship and the LSU Alumni Association's Cook Hotel.

Through his words, actions, and philanthropy, Billy encourages others to follow his lead in supporting the continued growth of the university.

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from General Richard, Tiger Athletic Foundation

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve naming a gate in Tiger Stadium the "Ron Neal and Frank "Billy" Harrison Families Gate".



RECEIVED

MAR 28 2012

PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

**MEMORANDUM**

*Office of the Chancellor*

**To:** John V. Lombardi  
President, LSU System

**Date:** February 29, 2012

**From:** Michael Martin  
Chancellor

**Re: Ron Neal and Frank "Billy" Harrison Families Gate, Tiger Stadium**

The Committee on Naming University Facilities has recommended that one of the new gates to Tiger Stadium be named for the Ron Neal and Frank "Billy" Harrison Families in recognition of their generosity to LSU, their notable careers and their community involvement.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the March 2012 meeting agenda.

Attachments

cc: General Ron Richard, TAF

February 28, 2012

**TO:** Chancellor Michael V. Martin

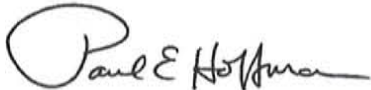
**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2012-05, Ron Neal and Frank "Billy" Harrison Families Gate, Tiger Stadium  
Dear Chancellor,

Attached please find a memo from R. G. Richard of The Tiger Athletic Foundation recommending that one of the proposed gates at Tiger Stadium be named for the Ron Neal and Frank "Billy" Harrison Families in recognition of their generous gift to LSU and notable careers and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of R. G. Richard, January 11, 2012  
CC: Bunnie R. Cannon  
Jane W. Cassidy



# Louisiana State University

## LSU FACILITIES NAMING REQUEST FORM

### Request for Functional, Administrative, Honorific, or Commemorative Naming

Submit this form and all supporting documentation to the Office of the Chancellor, Executive Director, Institutional Advancement, 135J Thomas Boyd Hall

Date of Request January 11, 2012

Name of Nominator R.G. Richard, Major General, USMC (Ret.) Campus and College or Unit Tiger Athletic Foundation

Facility, Space or Program Current Name (if any) Tiger Stadium - West Plaza

Proposed Name Ron Neal & Frank "Billy" Harrison Location on Campus Tiger Stadium - West Plaza

Rationale for Proposed Name donor's family name

Attach a detailed rationale for the proposed naming per the criteria indicated in PS 70, section 4.

### A Commemorative Naming of a major facility must obtain the permission of the Dean or Provost.

Approvals (signature and date)

Dean  Date: 1-17-12

Academic Affairs \_\_\_\_\_ Date: \_\_\_\_\_

University Naming Committee \_\_\_\_\_ Date: \_\_\_\_\_

### For Office Use Only

#### Institutional Advancement

Date Received \_\_\_\_\_

Date Forwarded to Committee \_\_\_\_\_

Date Returned from Committee with Recommendation \_\_\_\_\_

Date Sent to LSU System for BOS Approval \_\_\_\_\_

Board of Supervisors Agenda Item \_\_\_\_\_ Date \_\_\_\_\_

Final Approved Name and Date \_\_\_\_\_



P.O. Box 711  
Baton Rouge, LA 70821  
www.lsutaf.org  
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# Tiger Athletic Foundation

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Chris Micciotto, MD - Shreveport  
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Craig Webb - Shreveport  
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Eddie N. Pullaro  
Michael R. Mangham (deceased)  
Richard F. Gill (deceased)  
Stanley Jacobs  
David Landers  
William B. Hulsey  
Richard Lipsy

Ronald G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

January 11, 2012

LSU Board of Supervisors  
c/o Chancellor Michael Martin  
Louisiana State University  
156 Thomas Boyd Hall  
Baton Rouge, La 70803

## RE: Request to Name a Gate for the 2012 Tiger Stadium Expansion

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started last in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics year around. It will be constructed on the north and west sides of Tiger Stadium within the footprint of existing stadium improvements.

The enhancements include enhancing the façade of Tiger Stadium as well as transforming the North Stadium Drive corridor into a showplace for the University.

Part of these enhancements include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

The Tiger Athletic Foundation would like to request to name a gate after The Ron Neal & Frank "Billy" Harrison families.

Both Mr. Ron Neal and Mr. Frank "Billy" Harrison have strong connections to the Louisiana State University community. Ron earned his Bachelor of Science degree in 1974 and his Master of Science in 1977 - both from LSU. Billy is also an alumnus of LSU, earning his Bachelor of Science degree in 1976 and his Master of Science degree in 1979. Both of these men have been adamant contributors to the academic disciplines of their alma mater. Billy is a strong supporter of the College of Science, and Ron is a strong supporter of the College of Science and the Alumni Association. Billy and his wife, Ann, have also established the Endowed Top 100 Scholarship in honor of Frank W. and Pat Harrison, Jr. Recently, Ron and Billy have heightened their generous contributions to the university by becoming involved with the Tiger Athletic Foundation and supporting the Preservation of Tiger Stadium.

Ron and Billy both live in Houston, TX, and they are Co-Founders and Co-Owners of Houston Energy, L.P.

It is with great pride that I make the request to name a new gate at Tiger Stadium after The Ron Neal & Frank Harrison families.

Sincerely,

R. G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer



## **Ron Neal and Frank "Billy" Harrison III Families**

### **Ron Neal Family**

Dr. Mary T. Neal received her bachelor's degree in zoology in 1975 and her medical degree from the LSU Health Sciences Center in New Orleans in 1979. She practiced for 18 years with Obstetrical and Gynecology Associates in the Houston and held appointments at The Woman's Hospital of Texas and the Harris County Hospital District. In 2007, she was named one of the "Top Docs" by Texas Monthly magazine. Mary retired in 2010 from her practice but volunteers two days each week at a local clinic. She is an active board member with Medical Bridges, a national non-profit that recovers medical surplus that would otherwise be discarded and redistributes it to hospitals, clinics and healthcare providers in less fortunate countries.

Ron Neal earned a bachelor's degree in zoology in 1974 and a master's degree in geology in 1977. He has held positions with Amoco Production Company and Davis Petroleum from 1977 until 1988. In 1988 he co-founded Houston Energy L.P. with partner and LSU alumnus, Billy Harrison.

Houston Energy is an exploration company which specializes in searching for oil and gas along the Louisiana and Texas shorelines, in the federally controlled waters of the Gulf of Mexico, and in West Texas. As part of their business plan, Ron and Billy have made concerted efforts to stick to what they know. While maintaining this discipline, they have kept the company flexible enough to maneuver into areas of opportunity while successfully mitigating periodic downturns in the industry. Houston Energy interprets seismic data, integrates this data with knowledge of geology and geophysics, and combines this information to locate oil and gas prospects. The company works with both small and large partners (such as ExxonMobil). The success of Houston Energy is evidenced in its inclusion in LSU's inaugural Top 100 Fastest Growing Tiger Businesses.

Ron and Mary are avid LSU supporters and their efforts to help their alma mater have been focused on academics. They firmly believe that a quality education is the key for all young people to live a good life and focus their philanthropic and volunteer efforts accordingly. The Neals have been extremely active in the College of Science serving on the Deans Council as well as the hosting many recruiting events for LSU Admissions. They have also met with prospective students and their parents to help answer questions about LSU in general and things like student aid and housing.

The Neals have been members of the LSU Foundation since 2000. They donated a Top 100 Scholarship through the LSU Alumni Association during the Forever LSU Campaign and have been members since 1988.

### **Frank W. "Billy Harrison, III Family**

Billy began his career as a geologist for Amoco Production Company then served as division and operations geologist at Quintana Petroleum Corporation. In 1988, he co-founded Houston Energy, an independent oil and gas exploration company, with fellow LSU zoology and geology graduate, Ron Neal.

Billy is an avid tiger fan and regularly travels to LSU sporting events. Despite his love of the Tigers on the field, his efforts to help his alma mater have been focused on academics. Influenced by the tradition of involvement and generosity established by his parents, Billy's commitment to philanthropy is exemplified through his many gifts to the Department of Geology & Geophysics, the College of Science, the LSU Foundation, and the LSU Alumni Association. In January 2004, he and Ann established the Billy and Ann Harrison Chair in Sedimentology, an endowed chair in Geology & Geophysics. Three years later, Billy and Ron established the Houston Energy Distinguished Professorship. Earnings from this professorship promote the research efforts of the Department by supplementing stipends for graduate students. Billy and Ann have also named the Department's Subsurface Geology Lab through a generous gift to support its operations. This funding was used to create a full-time position for a laboratory technician, to purchase and repair equipment, and to obtain renewal of existing licenses.

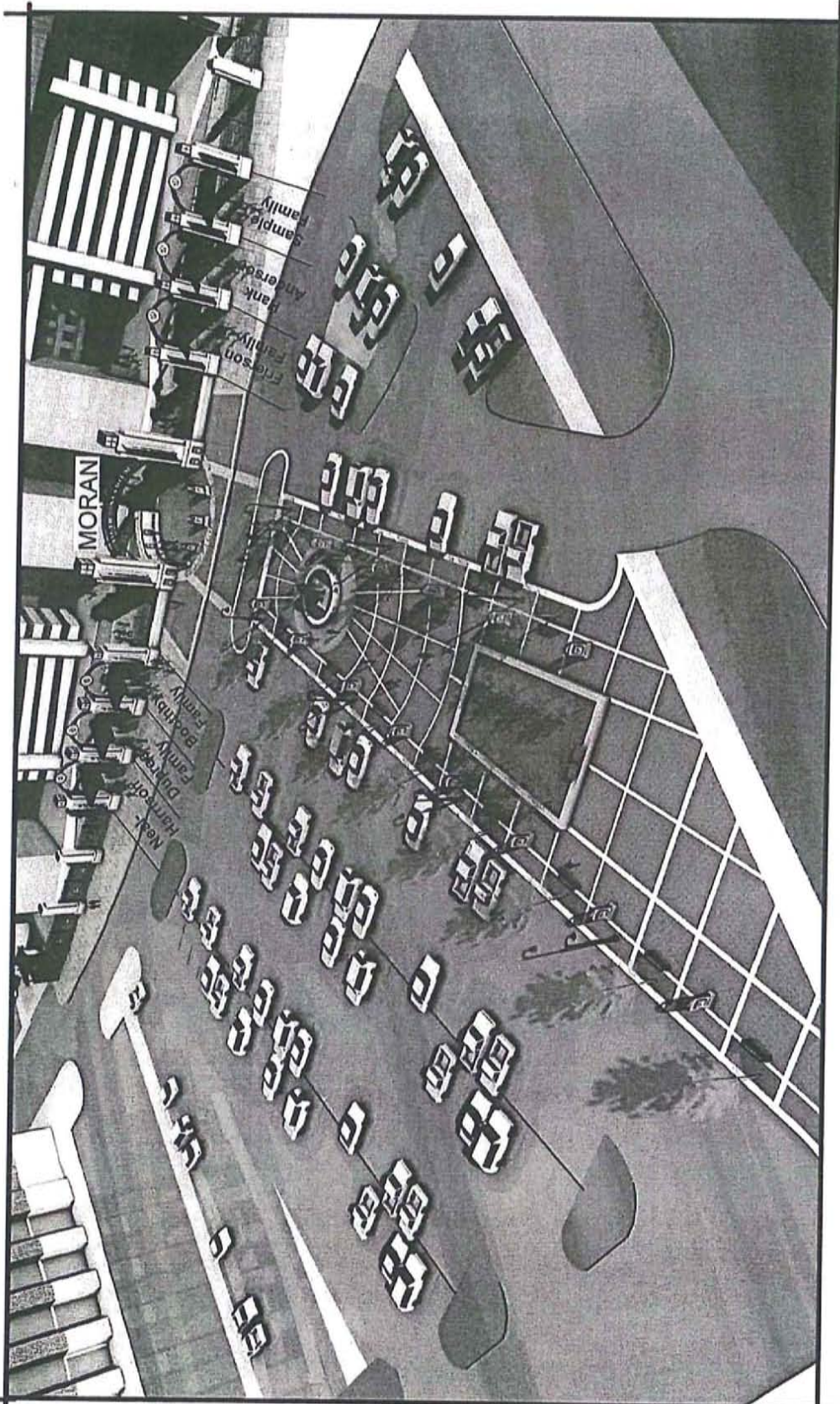
Billy's contributions to the Department have also played a role in the maintenance of the Geology Field Camp in Colorado Springs. As a member of the Field Camp Campaign Committee, he and his father funded the Harrison Family Distinguished Field Camp Professorship to help support faculty leaders at camp. Billy and Ann recently endowed the Harrison Geology Field Camp Scholarship benefitting upperclassmen in need of financial assistance to complete the field camp summer course requirement.

In addition to Billy's ongoing generosity to Geology & Geophysics, he supports the university's broader philanthropic goals through his service on the LSU Foundation's Board of Directors. As membership chairman from 2009 – 2010, Billy was among the Foundation's most dedicated and aggressive leaders of this committee. He hosted multiple membership drive events and encouraged numerous other board and Foundation members to do the same in their communities. Billy took time to personally invite a significant number of LSU graduates to join, including all alumni in his company. He is currently the chair of strategic planning for the Foundation. At his personal expense, he has been flying members of the board to other universities for on-campus site visits to institutionally-related foundations to seek out best practices.

In the aftermath of Hurricane Katrina, Billy and Ann donated to the university-wide Student Disaster Relief Fund in support of students adversely affected by the storm. The Harrisons have also funded an LSU Alumni Association Top 100 Scholarship and the LSU Alumni Association's Cook Hotel.

Through his words, actions, and philanthropy, Billy encourages others to follow his lead in supporting the continued growth of the university.

LSU Tiger Stadium Champions Plaza & West Entry





**RECOMMENDATION TO NAME A GATE IN  
TIGER STADIUM THE  
““FRIERSON FAMILY (ARCHER FRIERSON, TANNIE FRIERSON,  
JOHN FRIERSON AND CHRIS FRIERSON) GATE”**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”.

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

Louisiana State University is recommending to name a gate in Tiger Stadium “The Frierson Family (Archer Frierson, Tannie Frierson, John Frierson and Chris Frierson) Gate”.

The Frierson Family has a long rich and productive history in Louisiana. The town of Frierson, Louisiana is named after their family. Frierson is an unincorporated community in DeSoto Parish located approximately three miles north of Interstate 49. It is part of the Shreveport-Bossier City Metropolitan Statistical Area.

The family had three of four siblings attend LSU and another sibling who has the same passion for the University. John is a 1975 graduate of the College of Agriculture; Tannie is a 1977 graduate of the College of Business; Chris is a 1980 graduate of General College and Archer, the oldest sibling is “alumni by choice”.

They are annual supporters of the LSU Alumni Association, The LSU Foundation, and since the early 2000’s, strong supporters of the Tiger Athletic Foundation. They have given significant donations towards the Athletic Scholarship Fund, Scholarship Endowment Program, General Athletic Building Fund, Golf Course Renovations, Make Your Pitch, Capital Program Fund, PMAC Practice Facility and Preservation of Tiger Stadium.

Each member of their family is active in their church, their community and their faith. They have strongly supported the Austin Presbyterian Theological seminary. The Frierson Family (Archer, Clarence, John, Tannie and Chris) honored their parents Betty and Clarence Frierson by creating a \$2.5 Million endowed faculty Chair at the Austin Presbyterian Theological Seminary.

Archer Frierson Sr. is a deacon at First Presbyterian Church in Shreveport.

Archer Frierson, the owner of Vintage Reality Co., is a board member of the National Association of Royalty Owners, the Louisiana Commercial Real Estate Brokers and Agents and is extremely active in the real estate industry. He also values education. Archer serves on the Board of Trustees of Centenary College and is active in their activities. Archer Frierson also serves on the Board of Commissioners of Caddo Parish and is a Board Member of the LSU Health Science Foundation in Shreveport.

Among other organizations the family supports: Council for a Better Louisiana, CE Byrd High School, Red River Rafting Organization, Providence House, Holy Angels, Shreveport Bar Association, YMCA of North Louisiana, Shreveport Chamber, Caddo Parish Commission, Bossier Parish Community College and many more.

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Major General R. D. Richard, President and CEO, Tiger Athletic Foundation

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of a gate at Tiger Stadium "The Frierson Family (Archer Frierson, Tannie Frierson, John Frierson and Chris Frierson) Gate"."



**MEMORANDUM**  
*Office of the Chancellor*

RECEIVED

MAR 28 2012

PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

**To:** John V. Lombardi  
President, LSU System

**Date:** March 9, 2012

**From:** Michael Martin  
Chancellor

**Re:** "The Frierson Family Gate"

The Committee on Naming University Facilities has recommended that one of the new gates to Tiger Stadium be named for The Frierson Family (Brothers Archer, John, Tannie and Chris Frierson) in recognition of their generosity to LSU as well their community involvement.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the April 2012 meeting agenda.

Attachments

cc: General Ron Richard, TAF

March 14, 2012

**TO:** Chancellor Michael V. Martin

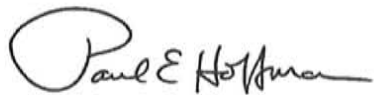
**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2012-04, Frierson Family Gate, Tiger Stadium  
Dear Chancellor,

Attached please find a memo from R. G. Richard of The Tiger Athletic Foundation recommending that one of the proposed gates at Tiger Stadium be named for the Frierson Family in recognition of their generous gift to LSU and notable careers and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of R. G. Richard, January 11, 2012  
CC: Bunnie R. Cannon  
Jane W. Cassidy



# Louisiana State University

## LSU FACILITIES NAMING REQUEST FORM

### Request for Functional, Administrative, Honorific, or Commemorative Naming

Submit this form and all supporting documentation to the Office of the Chancellor, Executive Director, Institutional Advancement, 135J Thomas Boyd Hall

Date of Request January 11, 2012

Name of Nominator R.G. Richard, Major General, USMC (Ret.) Campus and College or Unit Tiger Athletic Foundation

Facility, Space or Program Current Name (if any) Tiger Stadium - West Plaza

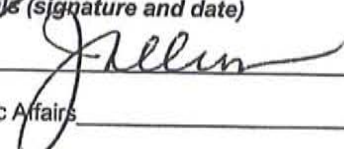
Proposed Name Frierson Gate Location on Campus Tiger Stadium - West Plaza

Rationale for Proposed Name donor's family name

Attach a detailed rationale for the proposed naming per the criteria indicated in PS 70, section 4.

### A Commemorative Naming of a major facility must obtain the permission of the Dean or Provost.

Approvals (signature and date)

Dean  Date: 1-17-12

Academic Affairs \_\_\_\_\_ Date: \_\_\_\_\_

University Naming Committee \_\_\_\_\_ Date: \_\_\_\_\_

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Final Approved Name and Date \_\_\_\_\_





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# Tiger Athletic Foundation

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Ronald G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

January 11, 2012

LSU Board of Supervisors  
c/o Chancellor Michael Martin  
Louisiana State University  
156 Thomas Boyd Hall  
Baton Rouge, La 70803

## RE: Request to Name a Gate for the 2012 Tiger Stadium Expansion

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started last in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics year around. It will be constructed on the north and west sides of Tiger Stadium within the footprint of existing stadium improvements.

The enhancements include enhancing the façade of Tiger Stadium as well as transforming the North Stadium Drive corridor into a showplace for the University.

Part of these enhancements include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

The Tiger Athletic Foundation would like to request to name a gate after The Frierson Family, including brothers Archer, John, Tannie, and Chris.

The Frierson family has strong LSU roots with three of four siblings having graduated from Louisiana State University and another sibling who shares their same passion for the university. John is a 1975 graduate of the College of Agriculture; Tannie is a 1977 graduate of the College of Business; Chris is a 1980 graduate of the General College. Archer, the oldest sibling, is an Alumni By Choice. With a full generation of Tigers, it has been inevitable for the Frierson family to leave their lasting mark on the university community. They are annual supporters of the LSU Alumni Association, LSU Foundation and, since the early 2000s, Tiger Athletic Foundation. The Frierson family has given significant athletic contributions towards the Athletic Scholarship Fund, Scholarship Endowment Program, General Athletic Building Fund, Golf Course Renovations, Make Your Pitch, Capital Program Fund, PMAC Practice Facility and the Preservation of Tiger Stadium. It is through their generous financial support that we can continue to pursue athletic excellence - in competition and the classroom. Each member of the Frierson family lives in Shreveport, and they conjunctively own Frierson Plantation.

It is with great pride that I make the request to name a new gate at Tiger Stadium after The Frierson Family, including brothers Archer, John, Tannie, and Chris.

Sincerely,

R. G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

### The Frierson Family

The Frierson Family has a long rich and productive history in Louisiana. The town of Frierson, Louisiana is named after their family. Frierson is an unincorporated community in DeSoto Parish located approximately three miles north of Interstate 49. It is part of the Shreveport-Bossier City Metropolitan Statistical Area.

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Archer Frierson Sr. is a deacon at First Presbyterian Church in Shreveport.

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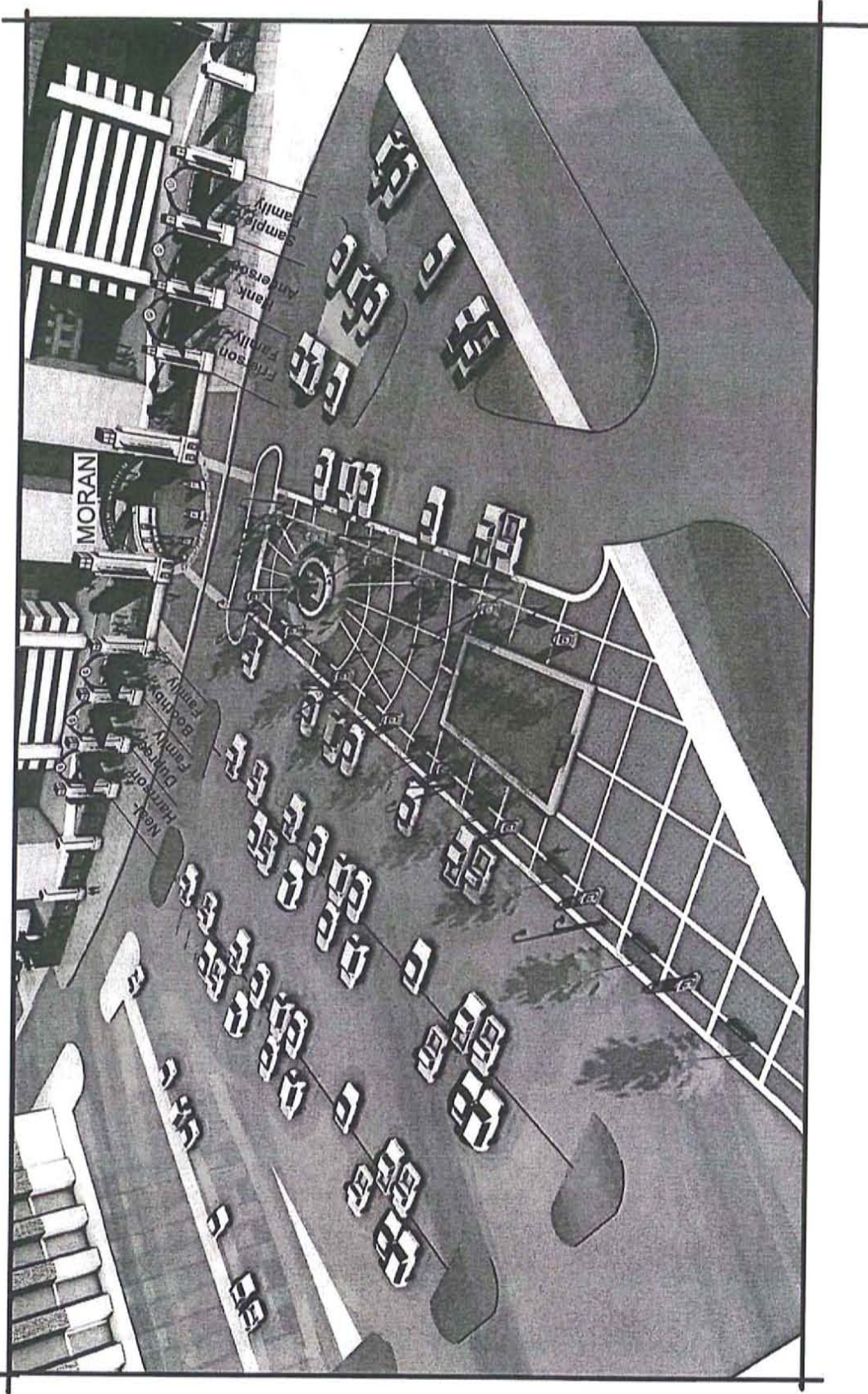
Archer is also a Board Member of the LSU Health Science Foundation in Shreveport.

The Friersons individually are extremely active in local political campaigns in the Caddo / Bossier / DeSoto parishes.

The Friersons are an extremely active family from North Louisiana. Their roots run deep and they are civically active, believe in their church and community. They love LSU and there are no greater supporters of LSU than the Friersons.

Among other organizations the family supports: Council for a Better Louisiana, CE Byrd High school, Red River Rafting Organization, Providence House, Holy Angels, Shreveport Bar Association, YMCA of North Louisiana, Shreveport Chamber, Caddo Parish Commission, Bossier Parish Community College and many, many more.

LSU Tiger Stadium Champions Plaza & West Entry





**RECOMMENDATION TO NAME A GATE IN  
TIGER STADIUM THE  
“ART SAMPLE AND KNIGHTON SAMPLE FAMILIES GATE”**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”.

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

Louisiana State University is recommending to name a gate in Tiger Stadium “The Art Sample and Knighton Sample Families Gate”.

Art and Knighton Sample make up two LSU-supporting generations of the Sample Family. Art, who is a 1971 alumnus of the College of Agriculture is the uncle. Knighton is the nephew who shares his uncles passion for enhancing the LSU community. The Knightons have been supporters of the Tiger Athletic Foundation since the mid-2000’s. Contributing to projects such as the Scholarship Endowment Program and the Preservation of Tiger Stadium.

The Sample families are extremely civic and charity minded. They have served the Shreveport and surrounding area for decades. Among their participation and support...Providence House is one of the nation's oldest operating crisis nurseries among the 70+ in operation in the US and Canada today offering emergency shelter and care to children who are actively at risk for abuse and neglect due to family crisis. More than a shelter for at-risk children, the agency offers holistic services for children and their families including education, mentoring, case management and aftercare focused on family preservation.

The Sample families have served in many positions for the Providence House. They have cared for and helped thousands of at-risk families and children through the unique, holistic Crisis Intervention and Family Preservation Programs in our Crisis Nursery.

The center’s primary goals are threefold:

- Protect children - by providing for their physical, emotional, developmental, and educational needs.
- Empower families - through education, respect, and responsibility.
- Build community - by preventing tragedy, reducing system involvement, and ending the cycle of abuse.

The Sample families are also participants and supporters of the Holy Angels in Shreveport. Holy Angels is a residential and training campus for individuals with intellectual & developmental disabilities. Personalized life-skills & vocational education are provided in a home-like environment, melding many disciplines into a complete “life” experience, and resulting in “peace-of-mind” for those served. Love and compassion within the Holy Angels’ family is the heart of its existence.

The Sample families are loyal and generous LSU Fans. They are community supporters who also hold board leadership positions in the charities they give to and are extremely deserving of this honor.

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from General R.G. Richard, President and CEO, Tiger Athletic Foundation

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve naming a gate at Tiger Stadium the "Art Sample and Knighton Sample Families Gate"."



**MEMORANDUM**  
*Office of the Chancellor*

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

RECEIVED

MAR 28 2012

PROPERTY & FACILITIES

**To:** John V. Lombardi  
President, LSU System

**Date:** March 9, 2012

**From:**  Michael Martin  
Chancellor

**Re:** "The Sample Family Gate"

The Committee on Naming University Facilities has recommended that one of the new gates to Tiger Stadium be named for The Sample Family (The Art Sample and Knighton Sample Families) in recognition of their generosity to LSU as well their community involvement.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the April 2012 meeting agenda.

Attachments

cc: General Ron Richard, TAF

March 14, 2012

**TO:** Chancellor Michael V. Martin

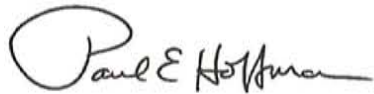
**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2012-06, Sample Family Gate, Tiger Stadium  
Dear Chancellor,

Attached please find a memo from R. G. Richard of The Tiger Athletic Foundation recommending that one of the proposed gates at Tiger Stadium be named for the Sample Family in recognition of their generous gift to LSU and notable careers and community involvement.

Your Naming University Facilities Committee has reviewed this proposal and recommends its approval.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of R. G. Richard, January 11, 2012  
CC: Bunnie R. Cannon  
Jane W. Cassidy



# Louisiana State University

## LSU FACILITIES NAMING REQUEST FORM

### Request for Functional, Administrative, Honorific, or Commemorative Naming

Submit this form and all supporting documentation to the Office of the Chancellor, Executive Director, Institutional Advancement, 135J Thomas Boyd Hall

Date of Request January 11, 2012

Name of Nominator R.G. Richard, Major General, USMC (Ret.) Campus and College or Unit Tiger Athletic Foundation

Facility, Space or Program Current Name (if any) Tiger Stadium - West Plaza

Proposed Name Sample Family Gate Location on Campus Tiger Stadium - West Plaza

Rationale for Proposed Name donor's family name

Attach a detailed rationale for the proposed naming per the criteria indicated in PS 70, section 4.

### A Commemorative Naming of a major facility must obtain the permission of the Dean or Provost.

Approvals (signature and date)

Dean *J. Gillin* Date: 1-17-12

Academic Affairs \_\_\_\_\_ Date: \_\_\_\_\_

University Naming Committee \_\_\_\_\_ Date: \_\_\_\_\_

### For Office Use Only

#### Institutional Advancement

Date Received \_\_\_\_\_

Date Forwarded to Committee \_\_\_\_\_

Date Returned from Committee with Recommendation \_\_\_\_\_

Date Sent to LSU System for BOS Approval \_\_\_\_\_

Board of Supervisors Agenda Item \_\_\_\_\_ Date \_\_\_\_\_

Final Approved Name and Date \_\_\_\_\_





P.O. Box 711  
Baton Rouge, LA 70821  
www.lsutaf.org  
(225) 578-4823  
(800) 644-4TAF  
Fax (225) 578-0184

# Tiger Athletic Foundation

## Executive Committee

James Maurin - Covington  
Chairman of the Board  
H. F. "Hank" Anderson - Shreveport  
Chairman of the Board-Elect  
E. Robert "Bobby" Theriot - Houston, TX  
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Secretary  
Markham R. McKnight - Baton Rouge  
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Theresa M. Gallion - Tampa, FL  
Dr. Eric T. Geist - Monroe  
Jamie Howard - Lafayette  
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Patrick A. Juneau - Lafayette  
Leonard K. "Lenny" Lemoine - Lafayette  
Chris Miciotto, MD - Shreveport  
Scott Moran - Mansfield  
William W. "Billy" Rucks, IV - Lafayette  
Gordon L. "Gordy" Rush, III - Baton Rouge  
Todd Schexnayder - Baton Rouge  
Jerry Shea, Jr. - New Iberia  
Steven J. Sherman - Baton Rouge  
Eulis Simien, Jr. - Baton Rouge  
Aimee Simon - Baton Rouge  
Collis B. Temple III - Baton Rouge  
Beth Tope - Baton Rouge  
Craig Webb - Shreveport  
Charles S. Weems, III - Alexandria  
Charles S. "Burney" Williams - New Orleans  
Brian H. Woodard - Ruston  
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Richard M. Sturlese  
Eddie N. Pullaro  
Michael R. Mangham (deceased)  
Richard F. Gill (deceased)  
Stanley Jacobs  
David Landers  
William B. Hulsey  
Richard Lipsey

Ronald G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

January 11, 2012

LSU Board of Supervisors  
c/o Chancellor Michael Martin  
Louisiana State University  
156 Thomas Boyd Hall  
Baton Rouge, La 70803

## RE: Request to Name a Gate for the 2012 Tiger Stadium Expansion

There is nothing more exciting than a Saturday night in Death Valley. The Tiger Athletic Foundation and the Athletic Department will embark on new Tiger Stadium enhancements in 2012. As part of the ongoing "Preservation of Tiger Stadium" project which started last in 2010 with the replacement of the exterior windows, new fencing, restroom enhancements and the waterproofing project, the latest phase will begin in 2012. It will include a refurbished plaza area, walkways, and an area for fans to learn about the history and traditions of LSU Athletics year around. It will be constructed on the north and west sides of Tiger Stadium within the footprint of existing stadium improvements.

The enhancements include enhancing the façade of Tiger Stadium as well as transforming the North Stadium Drive corridor into a showplace for the University.

Part of these enhancements include fourteen gateways into the stadium, by which approximately 100,000 Tiger Fans will pass through each game.

The Tiger Athletic Foundation would like to request to name a gate after The Art Sample & Knighton Sample families.

Art and Knighton make up two LSU-supporting generations of the Sample family. Art, who is a 1971 alumnus of the College of Agriculture, is the uncle. Knighton is the nephew who shares his uncle's passion for enhancing the LSU community. The Knightons have been supporters of Tiger Athletic Foundation since the mid-2000s. Contributing to projects such as the Scholarship Endowment Program and the Preservation of Tiger Stadium, the Sample family continues to leave their mark on the university as ardent philanthropic contributors.

Both Art and Knighton live in Shreveport, LA. Art is retired from the tax business, and Knighton is a farmer.

It is with great pride that I make the request to name a new gate at Tiger Stadium after The Art Sample & Knighton Sample families.

Sincerely,

R. G. Richard  
Major General, USMC (Ret.)  
President and Chief Executive Officer

### The Sample Family

The Sample family (all listed) are extremely civic and charity minded. They have served the Shreveport and surrounding area for decades. Among their participation and support...Providence House is one of the nation's oldest operating crisis nurseries among the 70+ in operation in the US and Canada today offering emergency shelter and care to children who are actively at risk for abuse and neglect due to family crisis. More than a shelter for at-risk children, the agency offers holistic services for children and their families including education, mentoring, case management and aftercare focused on family preservation.

The Sample family have served in many positions for the Providence House. It is because of the Sample Family that they have cared for and helped thousands of at-risk families and children through the unique, holistic Crisis Intervention and Family Preservation Programs in our Crisis Nursery.

Our primary goals are threefold:

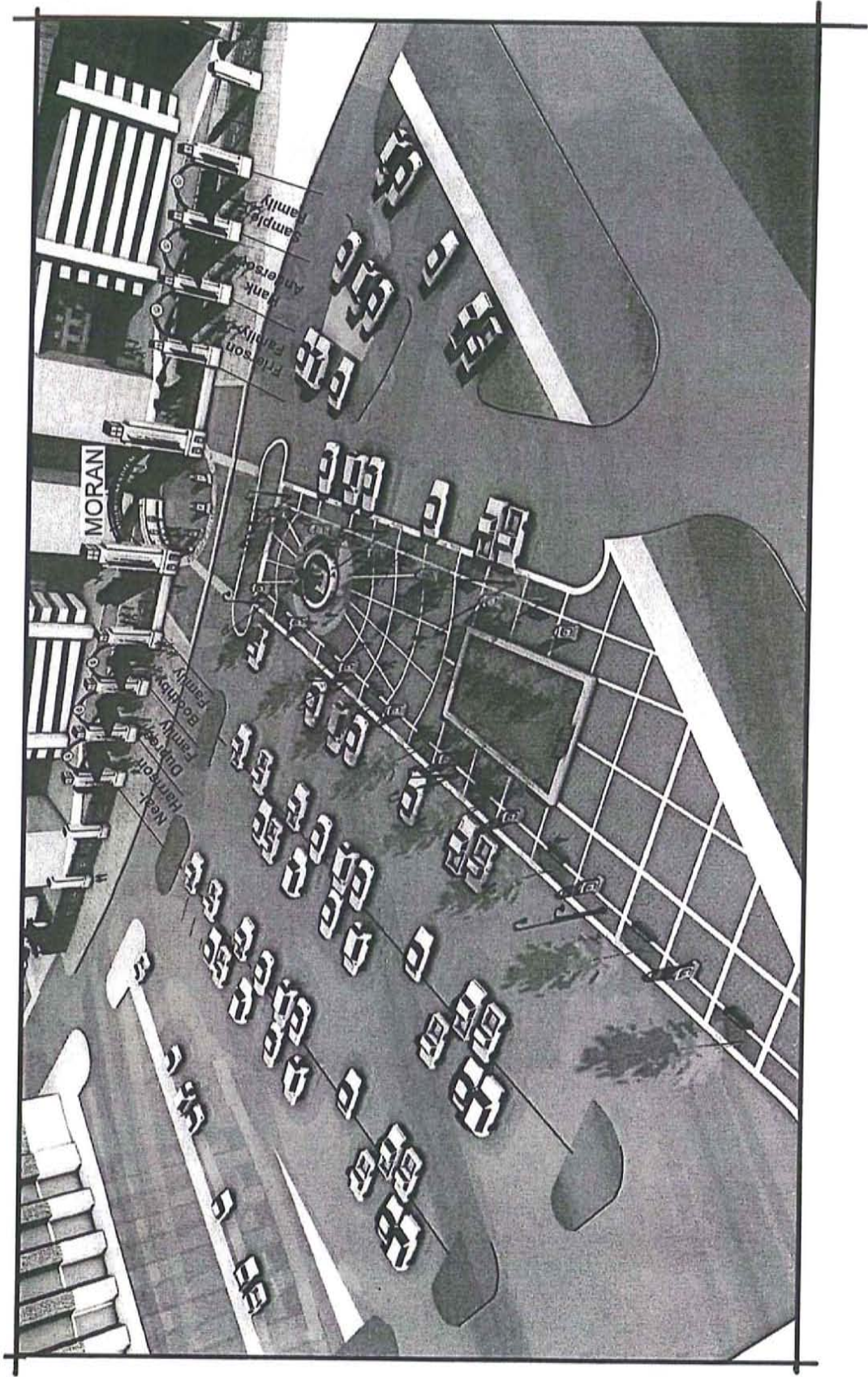
1. Protect Children - by providing for their physical, emotional, developmental, and educational needs
2. Empower Families - through education, respect, and responsibility
3. Build Community - by preventing tragedy, reducing system involvement, and ending the cycle of abuse

The Sample family are also participants and supports of the Holy Angels in Shreveport. Holy Angels is a residential and training campus for individuals with intellectual & developmental disabilities.

Personalized life-skills & vocational education are provided in a home-like environment, melding many disciplines into a complete "life" experience, and resulting in "peace-of-mind" for those we serve. Love and compassion within the Holy Angels' family is the heart of our existence.

The Sample family are loyal and generous LSU Fans. They are community supporters who also hold board leadership positions in the charities they give to. They are extremely deserving of this honor.

LSU Tiger Stadium Champions Plaza & West Entry





**RECOMMENDATION TO NAME THE IT HELP DESK  
IN THE NEW BUSINESS EDUCATION COMPLEX THE  
"JOHN L. "TREY" DANIEL III IT HELP DESK"**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

Louisiana State University is recommending to name the IT Help Desk in the new Business Education Complex the John L. "Trey" Daniel III IT Help Desk".

The E. J. Ourso College of Business has received a generous \$10,000 gift from Debbie and John L. Daniel, Jr.

John and Debbie Daniel reside in Baton Rouge and are both graduates of Louisiana State University. John received two bachelor's degrees, including a management and administration degree in 1977 and a marketing degree in 1978. Debbie received her bachelor's degree in finance in 1978.

John is the senior vice president of the JPMorgan Chase. John was a member of the Forever LSU National Campaign Cabinet. He is also a member of the LSU Foundation and has served on the Louisiana Business & Technology Center (LBTC) advisory board.

John and Debbie's donation was made in honor of their son, John L. "Trey" Daniel, III. Trey earned his bachelor's in information systems and decision sciences from LSU in 2001 and his master's in business administration from LSU in 2004. Currently, he is a manager at Accenture's Oracle-Hyperion in Dallas, TX. Before working at Accenture, Trey worked at PricewaterhouseCoopers for over six years. He has specialized in the implementation of Oracle/Hyperion's suite of applications to support clients' financial close, consolidation, and reporting processes. He has been responsible for managing multiple project team members and client resources to ensure successful project delivery. He has also been involved in project sales cycle activities and Hyperion practice recruiting and development.

The E. J. Ourso College would like to thank Debbie and John L. Daniel, Jr. for their commitment to LSU, its students, and business education through their generous gift of \$10,000 to the Business Education Complex in honor of Trey Daniel.

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Dean Jones, E.J. Ourso College of Business

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the IT Help Desk in the new Business Education Complex the "John L. "Trey" Daniel III IT Help Desk"."



RECEIVED  
MAR 28 2012  
PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT  
MAR 27 2012  
LSU SYSTEM

**MEMORANDUM**  
*Office of the Chancellor*

**To:** John V. Lombardi  
President, LSU System

**Date:** February 29, 2011

**From:** Michael Martin  
Chancellor

**Re: John L. "Trey" Daniel III Help Desk – Business Education Complex**

The Committee on Naming University Facilities has no recommendation on the John L. "Trey" Daniel III Help Desk naming in the new Business Education Complex.

While I understand the committees' reluctance to name this desk after a younger graduate of LSU, I disagree and wish to move forward with the naming of the John L. "Trey" Daniel III Help Desk.

Therefore, I wish to name the Help Desk in the new Business Education Complex the John L. "Trey" Daniel Help Desk.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the April 2012 meeting agenda.

Attachments

cc: Dean Eli Jones, E.J. Ourso College of Business

February 28, 2012

**TO:** Chancellor Michael V. Martin

**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2011-27, John L. "Trey" Daniel III Help Desk, Business Education Complex

Dear Chancellor:

Attached please find a proposal from Dean Eli Jones of the Ourso College of Business that the IT Help Desk in the new Business Education Complex be named for John L. "Trey" Daniel III in recognition of the generous gift of his parents, Debbie and John L. Daniel, Jr. and their desire to honor their son in this way.

Your Naming University Facilities Committee has reviewed this proposal and reports No Recommendation for the following reasons:

PS-70, Section 4.2 specifies that for a "facility" to be named to honor an individual that individual should not only have a significant connection to the University (Trey is a graduate, BA 2001, MBA 2004) but also "be of outstanding character and distinction and have made substantial contributions to his/her field of endeavor or to society in general or; be of outstanding character and distinction and have made significant contributions to the development of Louisiana State University or the State of Louisiana in education, the arts, public life, or some other appropriate field of endeavor."

No one questions the young Mr. Daniel's character. The difficulty is that the proposal fails to show that he has met any of the other criteria. Simply put, he appears to be too young to be of "outstanding ... distinction" and to have made "substantial contributions to his/ her field of endeavor or to society in general" or to LSU or Louisiana "in education, the arts, public life or some other field of endeavor."

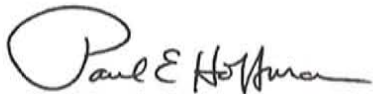
The proposal is further complicated because the Committee has been informally told that when Mr. Daniel's parents were approached for a donation to the Business Education Complex perhaps five years ago, they were apparently not told of PS-70's criteria, which have been the same for individuals for well over 15 years, if not since PS-70 was first written. Thus LSU's policy was apparently misrepresented to these donors and a promise inappropriately made. When recently asked to consider another way to celebrate their son, such as a plaque on the IT desk or scholarship, the elder Daniels declined.

The recommendations of the members of the Committee who have evaluated the proposal as of this date break down into three who recommend (in one case reluctantly but in light of the alleged promise made), three who recommend the proposal not be approved (because of the PS-70 criteria), and one who voted "no recommendation because of the apparently conflict between PS-70, Section 4.2 and the promises apparently and inappropriately made to the donors at the time funds were solicited." (This was an unusual 6<sup>th</sup> option that the Chair of the Committee offered in an effort to bring this matter to a resolution. As you know, the Committee normally operates with five options. Five recommendations are required for a positive or negative recommendation to you.) Two members have not offered a recommendation.

As Chair of the committee, and one who voted to uphold the PS-70 criteria, I regret that the elder Daniels were not properly advised about those criteria and that this matter was not resolved when it first came up last fall, but would urge that you decline to recommend this proposal, with regret expressed to the donors.

Important principles are at issue as LSU goes deeper into soliciting donors to meet needs the State does not. The criteria have been in place for far longer than when the solicitation of this donation was made and there should be no excusing the misrepresenting of the University's position. As the new version of PS-70 makes clearer than previous ones, LSU is not "selling" "naming rights" (the gist of what seems to have been said to the elder Daniels) and never has. Moreover, the achievements of the donors are not the question, as Section 4.2 makes clear. Declining to recommend this proposal will send both messages loud and clear. I would hope that the donors and their son, deeply committed to LSU by all reports, would agree that the University's interest in maintaining these standards should be paramount. The elder Daniels have other options for honoring their son that do not conflict with the University's interest.

For the Committee and myself,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive, flowing style.

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo from Dean Eli Jones, October 14, 2011  
CC: Bunnie R. Cannon; Jane W. Cassidy



E. J. Ourso College of Business  
Dean's Office

**To:** Michael Martin, Chancellor  
**From:** Eli Jones, Dean  
E. J. Ourso College of Business  
**Cc:** Bunnie Cannon, Institutional Advancement  
**Date:** October 14, 2011  
**Re:** Request to Name the IT Help Desk in the New Business Education Complex for Trey Daniel.

---

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU's historic Italianate style and unique beauty. Functionally, the BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

The result is a forward-looking complex that will sharpen LSU's competitive edge among the top colleges in the nation, enhance the ability to recruit top faculty and students, and serve as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$10,000 gift from Debbie and John L. Daniel, Jr.

John and Debbie Daniel reside in Baton Rouge and are both graduates of Louisiana State University. John received two bachelor's degrees, including a management and administration degree in 1977 and a marketing degree in 1978. Debbie received her bachelor's degree in finance in 1978.

John is the senior vice president of the JPMorgan Chase. John was a member of the Forever LSU National Campaign Cabinet. He is also a member of the LSU Foundation and has served on the Louisiana Business & Technology Center (LBTC) advisory board.

John and Debbie's donation was made in honor of their son, John L. "Trey" Daniel, III. Trey earned his bachelor's in information systems and decision sciences from LSU in 2001 and his master's in business administration from LSU in 2004. Currently, he is a manager at Accenture's Oracle-Hyperion in Dallas, TX. Before working at Accenture, Trey worked at PricewaterhouseCoopers for over six years. He has



October 14, 2011  
Chancellor Michael Martin  
Request to Name the IT Help Desk in the  
Business Education Complex for Trey Daniel

specialized in the implementation of Oracle/Hyperion's suite of applications to support clients' financial close, consolidation, and reporting processes. He has been responsible for managing multiple project team members and client resources to ensure successful project delivery. He has also been involved in project sales cycle activities and Hyperion practice recruiting and development.

The E. J. Ourso College would like to thank Debbie and John L. Daniel, Jr. for their commitment to LSU, its students, and business education through their generous gift of \$10,000 to the Business Education Complex in honor of Trey Daniel. We respectfully request that the ITG Help Desk be named for "**Trey Daniel.**"

Please let me know if you have any questions or need additional information to consider this request. Thank you in advance for your consideration.



**RECOMMENDATION TO NAME THE  
REAL ESTATE RESEARCH INSTITUTE SUITE IN THE NEW  
BUSINESS EDUCATION COMPLEX THE  
"ROBERT D. SVENDSON REAL ESTATE  
RESEARCH INSTITUTE SUITE"**

**To: Members of the Board of Supervisors**

**Date: April 27, 2012**

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

**1. Summary of Matter**

Louisiana State University is recommending to name the Real Estate Research Institute Suite in the new Business Education Complex the "Robert D. Svendson Real Estate Research Institute Suite".

The E. J. Ourso College of Business has received a generous \$150,000 gift from Wade "Martin" and Mary "Moo" Svendson. Moo and Martin have made this donation in honor of their son Robert Douglass Svendson.

Moo earned her bachelor's in horticultural science from LSU in 1978. She is the daughter of Bert and Sue Turner, Baton Rouge philanthropist and longtime supporter of LSU. Upon graduating from LSU, Moo and her father, Bert S. Turner (now deceased), became pioneer Christmas tree growers in St. Feliciana Parish. At the peak of their Christmas tree growing business, 14,000 trees had been planted.

Moo has served on a number of boards and nonprofit organizations in the Baton Rouge community, including Junior League, Louisiana Art and Science Museum, Habitat for Humanity and Hospice of Baton Rouge. She remains a community volunteer today.

Martin is graduate of Catholic High School. Although he did not attend LSU, he is a strong supporter of LSU. Martin had a 20 year career with BellSouth Communications with responsibilities in Baton Rouge, New Orleans, Alabama, and South Carolina. He later served as Vice President of a temporary services staffing company overseeing eight offices in Alabama and Georgia. In 1998, Martin became involved in real estate brokerage and development, earning the prestigious CCIM designation and becoming a licensed broker in Louisiana, Florida, Arkansas and Colorado.

Today, Martin serves with Moo and their son Robert in managing the assets included in the Svendson Family Business Office operation. Martin also spends six months a year in Argentina managing a family cattle operation.

Robert Douglass Svendson earned a bachelor's degree in Finance from LSU in 2005. Robert received his real estate license in 2004 and worked with his father in the family business while finishing his last year at LSU.

Robert accepted a job with Willis North America, shortly after graduating from LSU and obtained his property and casualty insurance license. While at Willis, Robert was an account executive helping to broker commercial property and casualty insurance in south Louisiana. After spending two years with Willis in New Orleans, in 2007 he decided to move back to Baton Rouge and re-enter the commercial real estate brokerage business with the local firm Beau Box Commercial Real Estate. Robert has been active in brokering real estate transactions throughout the state with Beau Box from 2007 to present.

The E. J. Ourso College would like to thank Martin and Moo Svendson for their commitment to LSU, its students, and business education through their generous gift of \$150,000 to the Business Education Complex.

**ATTACHMENTS:**

- Memorandum from Chancellor Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Dean Jones, E.J. Ourso College of Business

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the Real Estate Research Institute Suite in the new Business Education Complex the "Robert D. Svendson Real Estate Research Institute Suite"."



**MEMORANDUM**  
*Office of the Chancellor*

RECEIVED

MAR 28 2012

PROPERTY & FACILITIES

OFFICE OF THE  
PRESIDENT

MAR 27 2012

LSU SYSTEM

**To:** John V. Lombardi  
President, LSU System

**Date:** February 29, 2011

**From:** Michael Martin  
Chancellor

**Re: Robert D. Svendson Real Estate Research Institute Suite – Business Education Complex**

The Committee on Naming University Facilities has no recommendation on naming the Robert D. Svendson Real Estate Research Institute Suite in the new Business Education Complex

While I understand the committees' reluctance to name this suite after a younger graduate of LSU, I disagree and wish to move forward with the naming of the Robert D. Svendson Real Estate Research Institute Suite.

Therefore, I wish to name the Real Estate Research Institute Suite in the new Business Education Complex the Robert D. Svendson Real Estate Research Institute Suite.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the April 2012 meeting agenda.

Attachments

cc: Dean Eli Jones, E.J. Ourso College of Business

February 28, 2012

**TO:** Chancellor Michael V. Martin

**FROM:** Naming University Facilities Committee

**RE:** Naming Proposal 2011-44, Robert D. Svendon Real Estate Research Institute Suite, Business Education Complex

Dear Chancellor:

Attached please find a proposal from Dean Eli Jones of the Ourso College of Business that the Real Estate Research Institute Suite in the new Business Education Complex be named for Robert D. Svendon in recognition of the generous gift of his parents Martin and Moo Svendon and their desire to honor their son in this way.

Your Naming University Facilities Committee has reviewed this proposal and reports No Recommendation for the following reasons:

PS-70, Section 4.2 specifies that for a "facility" to be named to honor an individual that individual should not only have a significant connection to the University (Robert is a graduate, BA 2005) but also "be of outstanding character and distinction and have made substantial contributions to his/her field of endeavor or to society in general or; be of outstanding character and distinction and have made significant contributions to the development of Louisiana State University or the State of Louisiana in education, the arts, public life, or some other appropriate field of endeavor."

No one questions the young Mr. Svendon's character. The difficulty is that the proposal fails to show that he has met any of the other criteria. Simply put, he appears to be too young to be of "outstanding ... distinction" or to have made "substantial contributions to his/ her field of endeavor or to society in general" or to LSU or Louisiana "in education, the arts, public life or some other field of endeavor."

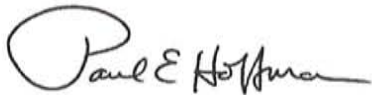
The proposal is further complicated because the Committee has been informally told that when Mr. Svendon's parents were approached for a donation to the Business Education Complex perhaps five years ago, they were apparently not told of PS-70's criteria, which have been the same for individuals for well over 15 years, if not since PS-70 was first written. Thus LSU's policy was apparently misrepresented to these donors and a promise inappropriately made. When recently asked to consider another way to celebrate their son, such as a plaque or scholarship, the Svendons declined.

The recommendations of the members of the Committee who have evaluated the proposal as of this date break down into three who recommend (in one case reluctantly but in light of the alleged promise made), three who recommend the proposal not be approved (because of the PS-70 criteria), and one who voted "no recommendation because of the apparently conflict between PS-70, Section 4.2 and the promises apparently and inappropriately made to the donors at the time funds were solicited." (This was an unusual 6<sup>th</sup> option that the Chair of the Committee offered in an effort to bring this matter to a resolution. As you know, the Committee normally operates with five options. Five recommendations are required for a positive or negative recommendation to you.) Two members have not offered a recommendation.

As Chair of the committee, and one who voted to uphold the PS-70 criteria, I regret that the elder Svendons were not properly advised about those criteria and that this matter was not resolved when it first came up last fall (although the Committee voted "Do not recommend" at that time but held the proposal and its recommendation while the donors were contacted about an alternative way that they might honor their son), but would urge that you decline to recommend this proposal, with regret expressed to the donors.

Important principles are at issue as LSU goes deeper into soliciting donors to meet needs the State does not. The criteria have been in place for far longer than when the solicitation of this donation was made and there should be no excusing the misrepresenting of the University's position. As the new version of PS-70 makes clearer than previous ones, LSU is not "selling" "naming rights" (the gist of what seems to have been said to the elder Svendons) and never has. Moreover, the achievements of the donors (which figure large in the proposal) are not the question, as Section 4.2 makes clear. Declining to recommend this proposal will send both messages loud and clear. I would hope that the donors and their son, deeply committed to LSU by all reports, would agree that the University's interest in maintaining these standards should be paramount. The elder Svendons have other options for honoring their son that do not conflict with the University's interest.

For the Committee and myself,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo from Dean Eli Jones, October 14, 2011  
CC: Bunnie R. Cannon; Jane W. Cassidy



E. J. Ourso College of Business  
Dean's Office

**To:** Michael Martin, Chancellor  
**From:** Eli Jones, Dean  
E. J. Ourso College of Business  
**Cc:** Bunnie Cannon, Institutional Advancement  
**Date:** October 14, 2011  
**Re:** Request to Name the Real Estate Research Suite in the New Business Education Complex for Robert D. Svendson.

---

Slated to open in Fall 2012, the new Business Education Complex will facilitate world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex will accommodate undergraduate and graduate business students, as well as executive education and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU's historic Italianate style and unique beauty. Functionally, the BEC will include a landscaped courtyard, two classroom wings consisting of 22 radial and case-style classrooms, a 300 seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

The result is a forward-looking complex that will sharpen LSU's competitive edge among the top colleges in the nation, enhance the ability to recruit top faculty and students, and serve as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$150,000 gift from Wade "Martin" and Mary "Moo" Svendson. Moo and Martin have made this donation in honor of their son Robert Douglass Svendson.

Moo earned her bachelor's in horticultural science from LSU in 1978. She is the daughter of Bert and Sue Turner, Baton Rouge philanthropist and long time supporter of LSU. Upon graduating LSU in 1978, Moo and her father, Bert S. Turner (now deceased), became pioneer Christmas tree growers in St. Feliciana Parish. At the peak of their Christmas tree growing business, 14,000 trees had been planted.

Moo has served on a number of boards and nonprofit organizations in the Baton Rouge community, including Junior League, Louisiana Art and Science Museum, Habitat for Humanity and Hospice of Baton Rouge. She remains a community volunteer today.

Martin is graduate of Catholic High School. Although he did not attend LSU, he is a strong supporter of LSU. Martin had a 20 year career with BellSouth Communications with responsibilities in Baton Rouge,

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Chancellor Michael Martin  
Request to Name the Real Estate Research Suite in the  
Business Education Complex for Robert D. Svendson

New Orleans, Alabama, and South Carolina. He later served as Vice President of a temporary services staffing company overseeing eight offices in Alabama and Georgia. In 1998, Martin became involved in real estate brokerage and development, earning the prestigious CCIM designation and becoming a licensed broker in Louisiana, Florida, Arkansas and Colorado.

Today, Martin serves with Moo and their son Robert in managing the assets included in the Svendson Family Business Office operation. Martin also spends six months a year in Argentina managing a family cattle operation.

Robert Douglass Svendson earned a bachelor's degree in Finance from LSU in 2005. Robert received his real estate license in 2004 and worked with his father in the family business while finishing his last year at LSU.

Robert accepted a job with Willis North America, shortly after graduating from LSU and obtained his property and casualty insurance license. While at Willis, Robert was an account executive helping to broker commercial property and casualty insurance in South Louisiana. After spending two years with Willis in New Orleans, in 2007 he decided to move back to Baton Rouge and re-enter the Commercial Real Estate brokerage business with the local firm Beau Box Commercial Real Estate. Robert has been active in brokering real estate transaction throughout the state with Beau Box from 2007 to present.

The E. J. Ourso College would like to thank Martin and Moo Svendson for their commitment to LSU, its students, and business education through their generous gift of \$150,000 to the Business Education Complex. We respectfully request that the Real Estate Research Institute Suite be named for "Robert D. Svendson."

Please let me know if you have any questions or need additional information to consider this request. Thank you in advance for your consideration.