

AGENDA (Amended)

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

1:00 P.M., FRIDAY, JUNE 8, 2012

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/>

INTEGRATED COMMITTEE MEETINGS

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
-

II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

Mr. Roderick K. West, Chairman

1. Request approval of a B.S. in Medical Laboratory Science at Louisiana State University at Alexandria

2. Request approval of the following Letters of Intent from Louisiana State University at Alexandria:
 - a. B.S. in Radiologic Technology
 - b. B.A. in Chemistry
 3. Request approval of the following Letters of Intent from Louisiana State University in Shreveport:
 - a. Master in Criminal Justice Studies
 - b. Bachelor of Fine Arts in Digital Arts
 4. Request approval of an Ed. D. in Leadership at Louisiana State University in Shreveport
-

**III. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**

Mr. Alvin Kimble, Chairman

1. Request by the Administrative Officers of the campuses and hospitals to write-off uncollectible receivable accounts as of June 30, 2012
 2. Report on Campus Bond Indebtedness
 3. Status Report on FY 2011-2012 Supplemental Appropriation and FY 2012-2013 Appropriation
 4. Approval of the FY 2011-2012 Supplemental Appropriation and FY 2012-2013 Appropriation Institution Distribution
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IV. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

1. Final approval authorizing LSU to issue Auxiliary Revenue Refunding Bonds, in one or more series.
2. Recommendation to approve renovations to Wing 6G, 6H, and 6J in hospital at the Health Sciences Center in Shreveport

V. ATHLETIC COMMITTEE
Mr. Stanley J. Jacobs, Chairman

1. Approval of the employment contract for Mr. Johnny Jones, Head Basketball Coach, Louisiana State University
2. Approval of amended employment contracts or new employment contracts for the following coaches at Louisiana State University:
 - A. Mr. John Chavis, Football Defensive Coordinator
 - B. Mr. Greg Studrawa, Football Offensive Coordinator
 - C. Mr. Steven Kragthorpe, Football Assistant Coach
 - D. Mr. Frank Wilson, Football Associate Head Coach
 - E. Mr. Steve Ensminger, Football Assistant Coach
 - F. Mr. Andrea' Haley, Football Assistant Coach
 - G. Mr. Thomas McGaughey, Football Assistant Coach
 - H. Mr. Robert Kirby, Assistant Coach, Men's Basketball
 - I. Mr. Charles Leonard, Assistant Coach, Men's Basketball

VI. 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 (Amended)
LSU BOARD OF SUPERVISORS MEETING
(Immediately following the Integrated Committee Meetings)

Friday, June 8, 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. Oath of Office for New Board Member(s)
5. Approval of the Minutes of the Board Meeting held on April 27, 2012
6. Personnel Actions Requiring Board Approval
 - A. Campus Matters
 - B. Interim President (Chairman)
7. President's Report
8. Report on Activities of the Board of Regents
9. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
 - B. Quarterly Audit Report (Written Report Only)
 - C. FY 2011-2012 3rd Quarter Consolidated Investment Report (Written Report Only) Available on LSU System website
 - D. FY 2011-2012 3rd Quarter Consolidated Financial Report (Written Report Only) Available on LSU System website
10. Approval of Consent Agenda Items
 - A. Request approval of the following Endowed Professorships:

Louisiana State University Paul M. Hebert Law Center:

- Newman Trowbridge Distinguished Professorship in Louisiana Property Rights #2 (new incremental funding for an existing Endowed Professorship)

Louisiana State University

- Darlene and Thomas O. Ryder Professorship #7 in Mass Communication in the Manship School of Mass Communication
 - Darlene and Thomas O. Ryder Professorship #8 in Mass Communication in the Manship School of Mass Communication
 - Dr. Richard Bruch Distinguished Professorship #3 in Biological Sciences in the College of Science
 - Leonard C. Tobin, Sr. Endowed Professorship in the College of Science
 - Charles and Hilda Roddey Professorship #3 in the College of Engineering
 - Karen Wax Schmitt and Family Endowed Professorship in the College of Education, Department of Physics and Astronomy
 - Clarence M. Eidt, Jr. Professorship #4 in the College of Engineering
 - Gloria M. Anderson Professorship for Graduate Studies in Voice and Opera in the School of Music in the College of Music and Dramatic Arts
 - Patricia Hewlett Bodin Distinguished Professorship #2 in the College of Science
 - U. J. LeGrange Professorship in Accounting #8 in the E. J. Ourso College of Business
 - Luke V. Guarisco Distinguished Professorship in American History in the Department of History, College of Humanities and Social Sciences
 - Robert J. Peltier Professorship in the E. J. Ourso College of Business
 - Arthur K. Barton Professorship #3 in the College of Engineering
 - Blanche Donaldson Professorship for the Department of Veterinary Clinical Sciences in the School of Veterinary Medicine
- B. Request approval for the re-authorization of the Stephenson Disaster Management Institute at Louisiana State University
- C. Request authorization for Interim President to approve Endowed Professorship proposals received by July 2, 2012

- D. Request approval of an Exclusive Copyright License between Louisiana State University Health Sciences Center in New Orleans and Carefx Corporation
- E. Recommendation to approve a lease for the Primary Care Clinic Building at HCSD University Medical Center in Lafayette
- F. Assignment of Oil, Gas & Mineral Lease from Blue Energy, LTD to Cortez Southern Resources, LLC for Land in East Feliciana Parish
- G. Recommendation to consent to the sublease of premises to Sigma Alpha Mu at LSU Housing Corporation
- H. Recommendation to name a conference room in Peabody Hall the "William Pinar and William Doll Curriculum Theory Conference Room"
- I. Recommendation to name a classroom in the new Business Education Complex the "James 'Denny' and Jane Shelton Classroom"
- J. Recommendation to name the LSU in Shreveport Red River Research Facility on the Old River Lake the "Anderson Watershed Research Station"
- K. Request by LSU A&M for approval of an exclusive sponsorship agreement with Coca-Cola Bottling United – Gulf Coast, LLC

11. 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. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**

Mr. Alvin E. Kimble, Chairman

IV. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

V. ATHLETIC COMMITTEE
Mr. Stanley J. Jacobs, Chairman

12. Chairman's Report
 - A. Appointment of Interim Chancellor, LSU and A & M College (Resolution attached)
 - B. General
13. Adjournment

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.

I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. Jack A. Andonie, Chair
Dr. John F. George, Vice Chair
Mr. Ronald R. Anderson
Mr. R. Blake Chatelain
Mr. Garret "Hank" Danos
Mr. Anthony G. "Tony" Falterman
Mr. Stanley J. Jacobs
Mr. Alvin E. Kimble
Mr. Raymond J. Lasseigne
Mr. Jack E. Lawton, Jr.
Mrs. Laura A. Leach
Mr. Justin T. Mannino
Mr. James W. Moore, Jr.
Mr. J. Stephen Perry
Mr. Roderick K. "Rod" West
Mr. Robert "Bobby" Yarborough

AGENDA

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division

II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION
COMMITTEE

Mr. Roderick K. "Rod" West, Chair

Mr. J. Stephen Perry, Vice Chair

Dr. Jack A. Andonie

Dr. John F. George

Mr. Jack E. Lawton, Jr.

Mrs. Laura A. Leach

Mr. Justin T. Mannino

Mr. James W. Moore, Jr.

AGENDA

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2. Request approval of the following Letters of Intent from Louisiana State University at Alexandria:
 - a. B.S. in Radiologic Technology
 - b. B.A. in Chemistry
3. Request approval of the following Letters of Intent from Louisiana State University in Shreveport:
 - a. Master in Criminal Justice Studies
 - b. Bachelor of Fine Arts in Digital Arts
4. Request approval of an Ed. D. in Leadership at Louisiana State University in Shreveport



Academic and Student Affairs Agenda Item #1

REQUEST APPROVAL OF A B.S. IN MEDICAL LABORATORY SCIENCE AT LOUISIANA STATE UNIVERSITY AT ALEXANDRIA

To: Members of the Board of Supervisors

Date: June 8, 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. 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. Executive Summary

Background. In its Response to HCR 20 of the 2011 Regular Session of the Louisiana Legislature, February 2012, the Louisiana Board of Regents identified LSUA as the “area provider for health-related professions and clinical services, partnering with area hospitals and medical centers to adapt to professional demands and regional needs...” The proposed new program, the B.S. in Medical Laboratory Science (BSMLS), is in response to the regional need for better prepared professionals in area hospitals and medical centers.

The proposed program will provide students already holding certification as a Medical Laboratory Technician with the knowledge and skills necessary for advancement in the profession. Graduates of the program will be eligible for employment in hospitals, outpatient health care facilities, physicians’ offices, industrial plants, research centers, reference laboratories, crime labs, and governmental agencies. It will be the first of its kind in Central Louisiana.

Need. Although LSUA currently offers the Associate of Science in Clinical Laboratory Science, it has not offered a Bachelor of Science in Medical Laboratory Science or a similar four-year program. Graduates of the Associate of Science in Clinical Laboratory Science (ASCLS) offered by LSUA have continually requested the implementation of the bachelor degree program that would allow them greater opportunities for advancement in the profession. Most of the LSUA graduates from the ASCLS program are place bound due to current employment, family, and other factors. They have no local opportunity to pursue the BSMLS degree. There is no BSMLS program within a 70 mile radius of Alexandria.

Because of advancements in technology, hospitals in the LSUA service area are beginning to require the BSMLS as the minimum degree requirement for entry-level employment. In fact, two major hospitals in the region only hire graduates with the bachelor degree in Medical Laboratory Science to staff their medical laboratories. As this trend continues, graduates of the ASCLS program currently offered by LSUA will have limited opportunities for employment in the profession (mainly physician offices and small rural hospitals).

The U. S. Department of Labor's (DOL) Bureau of Labor Statistics estimates that there will be almost 11,000 laboratory scientist/laboratory technician job openings annually through 2018. Unfortunately, the programs preparing tomorrow's laboratory workforce train only about a third of what is needed. Fewer than 3,000 individuals are graduating each year from accredited training programs.

The workforce shortage problem exists at the state and regional level. The shortage areas include the rural parishes of Central Louisiana (Avoyelles, Catahoula, Concordia, Grant, Vernon, and Winn), parishes that are located in the LSUA service area and that depend heavily on LSUA clinical laboratory science graduates to meet their workforce needs. Reviews of current and projected job opportunities in industry magazines and local newspapers indicate increasing opportunities for individuals who have the educational preparation necessary for entry to the profession. A 2009 survey conducted by the Louisiana Department of labor projected an annual demand state wide of 70 Medical Laboratory Technologists and for Region 6 (Avoyelles, Catahoula, Concordia, Grant, Rapides, Vernon, and Winn parishes) an annual demand of 10 Medical laboratory Technologists through 2018. Unfortunately the lack of a baccalaureate-level medical laboratory science program in Central Louisiana hinders the ability of regional employers to fill vacant positions.

Curriculum. The proposed program includes a 40-hour core of required general education and basic science courses and an 80-hour major of required pre-clinical and clinical laboratory science courses. Students enrolled in the program will have graduated from an associate degree program accredited by the National Accrediting Agency for Clinical Laboratory Science (NAACLS), hold certification as an MLT(ASCP), CLT(NCA), or equivalent, and have one year of work experience as an MLT/CLT (or will have at the point of taking the CLLT courses). Students who do not have the one year of work experience may earn the degree by completing a one year clinical internship at an approved clinical site. Students who complete the program will graduate with the Bachelor of Science in Medical Laboratory Science and will be eligible to sit for national board examinations and state licensure examinations.

Faculty. LSUA Medical Laboratory Science faculty satisfy the credentialing standards set by both the Commission on Colleges of the Southern Association of Colleges and Schools and the National Accrediting Agency for Clinical Laboratory Science (NAACLS). The BSMLS can be offered without adding any additional full-time faculty positions. The new courses required in the program will be covered by increasing the teaching load of current adjunct faculty and utilizing qualified preceptors at the clinical sites.

Library Support. The expense of additional library support materials will be derived from allocations currently to the associate degree program.

Facilities. The proposed new program will not require any additional facilities or office space. The program will be housed in the existing Allied Health offices on the main campus and at the A. C. Buchanan, III Allied Health Building, provided to LSUA by Rapides Regional Medical Center, in downtown Alexandria. Students will meet their clinical requirements at affiliated clinical sites in the LSUA service area. These sites, which have been made available through cooperative agreements with local health care providers, include the Clinical Laboratory Departments of LSU Health Sciences Center at Pineville, the VA Medical Center, Christus - St. Frances Cabrini Hospital, Avoyelles Medical Center, Marksville General Hospital, and Oakdale General Hospital.

Students. Over 250 students have graduated from LSUA's allied health programs since their inception in the spring of 1999. Many of these students expressed a strong interest in remaining at LSUA to pursue a four-year degree program. Currently over 200 students are enrolled in LSUA's allied health programs. Many of them have indicated their desire to continue their study at the baccalaureate level, and their preference for doing so at LSUA rather than at another institution. Over the past 6 years, every graduate of LSUA's Associate of Science in Clinical Laboratory Science program has expressed interest in continuing their education at LSUA at the baccalaureate level if the BS in Medical Laboratory Science were offered. This information along with strong graduation rates of LSUA's current allied health programs, suggests that a baccalaureate-level Medical Laboratory Science program would enjoy healthy enrollment.

The program, if developed, would admit a minimum of twelve students to its clinical phase each year during its first five years. Individuals who have already completed an Associate in Clinical Laboratory Science, hold national certification as an MLT or CLT, and have one year of work experience would be eligible to apply for advanced standing credit for the new degree. Additionally, academic credit would be granted for collegiate-level clinical laboratory science courses that have been taken at other institutions and evaluated as equivalent. With an expected retention rate of 80%, the program is projected to have 50 graduates during the five year period 2014-2018.

3. Budget Note

Additional costs in the amount of \$22,950 plus benefits is anticipated to be incurred based on a need to increase the number of new course credit hours taught by current faculty during the junior year (27 credit hours at \$850/credit hour). In the junior year of the program, new advanced laboratory courses will require an additional expenditure of \$5,000 for supplies and other resources. Accreditation for the program will be sought through the National Accrediting Agency for Clinical Laboratory Science (NAACLS). The initial cost of NAACLS accreditation is projected to be \$1,835.

Revenue from tuition and fees is projected to cover the additional expenses incurred by the program. Net revenues for the first five years are projected to range from \$20,920 in year 1 to \$39,865 in year 5.

4. Review of Documents Related to Referenced Matter

The LSU Board of Supervisors approved the Letter of Intent to develop the Bachelor of Science in Medical Laboratory Science February 3, 2012 and the Louisiana Board of Supervisors approved the Letter of Intent on April 25, 2012. This request for a new academic program 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:

RESOLUTION

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recommends approval of the establishment of the Bachelor of Science in Medical Laboratory Science at Louisiana State University at Alexandria, subject to approval by the Board of Regents.”



Academic and Student Affairs Agenda Item #2

REQUEST APPROVAL OF A LETTER OF INTENT FOR A B.S. IN RADIOLOGIC TECHNOLOGY AT LOUISIANA STATE UNIVERSITY AT ALEXANDRIA

To: Members of the Board of Supervisors

Date: June 8, 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. 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 Radiologic Technology (BSRT).

Program Objectives. The Degree Advancement Option in Radiologic Technology (RT to BSRT) is designed to provide registered radiologic technologists with an opportunity to broaden their career pathways, especially to increase their eligibility for supervisory and management positions in the healthcare field. The degree also prepares students for graduate-level study that, upon completion, can lead to employment as a faculty member or administrator. Students may also choose to expand their career with an opportunity to prepare for obtaining an additional certification in a specialty area.

Designed for the non-traditional working radiologic technologists, the RT to BSRT program offers a non-clinical, (with the exception of an elective independent study course), post-professional baccalaureate degree for clinicians credentialed in Radiography. Courses in the proposed degree program will be scheduled to accommodate working professionals. Students will be granted 43 hours based upon the American Registry of Radiologic Technologists (ARRT) certification. Students who possess an advanced certification in a modality such as CT, interventional radiography, mammography, MRI, nuclear medicine, radiation therapy, or sonography will be granted an additional 3 hours for RADT 3100.

In an effort to facilitate access to the program by students from remote locations, when feasible, radiologic technology (RADT) courses will be offered online.

Need. Although LSUA currently offers the Associate of Science in Radiologic Technology, it has not offered a Bachelor of Science in Radiologic Technology or a similar four-year program.

Graduates of the Associate of Science in Radiologic Technology (ASRT) offered by LSUA have, over past years, continually requested the implementation of the bachelor's degree program that would allow them greater opportunities for advancement in the field. Most of

the LSUA graduates from the ASRT program are place bound due to current employment, family, and other factors. In addition, working technologists in the Alexandria area, who may or may not have graduated from LSUA, are continuously inquiring about and expressing interest in a baccalaureate. Having the program offered online will also make it accessible to other students both inside and outside Louisiana.

In addition, effective January 1, 2015, eligibility requirements for ARRT certification in Radiography, Nuclear Medicine Technology, and Radiation Therapy and for the primary pathway to MRI and Sonography will — effective January 1, 2015 — call for candidates to have earned an associate (or more advanced) degree from an accredited agency recognized by ARRT. This proposed degree will be an affordable option for technologists to further their education and attain compliance with the required minimum standards.

Northwestern State University and the University of Louisiana at Monroe offer similar degree programs; however, the degree offered through LSUA will provide students with an affordable and more cost effective means of obtaining a higher level of education, since it is designed for students seeking a degree advancement (RT to BSRT) rather than a traditional bachelor's degree in radiologic technology.

Curriculum. The 120 credit hour degree will consist of 41 hours of general education coursework, 58 hours in the major, and 21 hours of electives. Students who have ARRT certification will be granted full credit (43 hours) for required 1000 and 2000-level RADT courses upon completion of RADT 3500.

Program Faculty. There are three full-time faculty members instructing in the associate degree program. Although no additional full-time faculty members will be required for the new program, some additional costs will be incurred in order to increase the number of new course credit hours taught by faculty during the third year of the program.

Students. Over 250 students have graduated from LSUA's allied health programs since inception in the spring of 1999 and there are currently over 200 students enrolled. Many graduates and current students have indicated a desire to continue their study at the baccalaureate level at LSUA because of the quality of the program and affordability. These factors, along with strong graduation rates of LSUA's current allied health programs, suggest that a baccalaureate-level Radiologic Technology program will have a strong enrollment.

The program is designed to admit a minimum of twelve students each year during the first five years. Applicants holding national certification as a Registered Technologist in Radiography would be eligible to apply to the new degree program. With an expected retention rate of 80%, the program is projected to produce 48 graduates during the five year period 2014-2018.

3. Financial Note

While no additional faculty positions, other than those currently budgeted for full-time positions, will be required for the new program, additional costs in the amount of \$22,950 plus benefits will be incurred based on the need to increase the number of new course credit hours taught by faculty during the junior year (27 credit hours at \$850/credit hour). The expense of additional library support materials will be funded from the revenue currently

dedicated to the existing associate degree program. The additional revenue from tuition should allow LSUA to cover any increased costs incurred from the new program.

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:

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 Radiologic Technology, subject to approval by the Board of Regents.”



Academic and Student Affairs Agenda Item #2

REQUEST APPROVAL OF A LETTER OF INTENT FOR A B.A. IN CHEMISTRY AT LOUISIANA STATE UNIVERSITY AT ALEXANDRIA

To: Members of the Board of Supervisors

Date: June 8, 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. 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.A. in Chemistry.

Program Objectives. The main objectives of this program are:

- (a) to provide training to undergraduate students who aspire to be high school chemistry teachers;
- (b) to provide a solid chemistry foundation for students who will begin careers in Central Louisiana in such industries as biofuels refinement, household consumer products production, and specialty chemicals fabrication; or
- (c) to pursue graduate/ professional studies studies in such areas as pharmacy or medicine.

This will be an interdisciplinary program administered by the Department of Mathematics and Physical Sciences, with active participation of the Departments of Education and Biological Sciences. Students who take the minor in education will acquire the foundation courses necessary to gain secondary school teaching certification in chemistry.

Need. According to the U.S. Bureau of Labor Statistics, job growth in chemistry fields is expected to be at 3% per year from 2008 to 2018. Many chemists will find work in pharmaceutical and biotechnology firms, with graduates holding the bachelor's degree typically working in sales, marketing, and management, or as chemical technicians or high school chemistry teachers. The median income for chemists in 2008 was \$66,200, and beginning average salary in 2009 for graduates with a bachelor's degree in chemistry was \$39,900.

In Central Louisiana in particular, **Proctor and Gamble** has a large manufacturing facility in Pineville and is a significant employer. In addition, **Momentive** – a world leader in specialty chemicals – has a plant in Alexandria. **SundropFuels** of Colorado has announced that it will build a \$450 million biofuels refinery in Alexandria in 2012,

creating 150 direct jobs and more than 1,150 indirect jobs. **BASF** has announced it will invest \$20 million in its Vidalia plant creating more jobs as it increases production of activated alumina adsorbents. Other potential employers of the LSUA chemistry graduates are **Plastipak** (the global plastics packaging company) that has a plant in Pineville, **Natural Advantage** (a producer of natural flavor ingredients for the food and beverage industry) that has a research and development facility in Oakdale, **Industrial Zeolite** in Lecompte, and local offices of the **Louisiana Department of Environmental Quality** and the **U.S. Department of Agriculture**.

Supporting and enhancing chemistry education at the undergraduate level at LSUA is vital for maintaining and growing the chemicals industry workforce in Central Louisiana.

Central Louisiana Academic Residency for Teachers (CART) Grant. Among the major barriers for educating Central Louisiana high school students in Science, Technology, Engineering, and Mathematics (STEM disciplines) is a dearth of qualified chemistry teachers. The vast majority of high school teachers in the region are educated locally, so it is of great importance that LSUA produce graduates trained in chemistry. The \$16 million, five year CART grant awarded in 2010 has allowed LSUA to partner with the Rapides Foundation and LSU to train STEM teachers for the region. Residents of the program have bachelor's degrees in science or mathematics and complete LSU's Master of Natural Sciences –doing the bulk of the coursework at LSUA - as they train in Central Louisiana high schools. The mathematics and biological sciences programs at LSUA have been successful in producing residents for the program, but the CART program has struggled to find candidates with chemistry backgrounds.

Although most of the four-year colleges in Louisiana offer a bachelor's degree in chemistry, the proposed program is different from existing programs in that it is a Bachelor of Arts instead of a Bachelor of Science and requires completion of a minor. This affords students the flexibility of obtaining secondary certification via the minor in education or preparing themselves for industry or professional studies via minors in biological sciences, mathematics, or business.

Curriculum. The 120 credit hour degree will consist of 43 hours of general education coursework, 33 hours in the major, 18-33 hours in the minor, and 11-26 hours of electives.

Students. The projected enrollment and number of graduates in the proposed program for the first five years is given in the following table.

	Year 1	Year 2	Year 3	Year 4	Year 5
Enrollment	5	10	16	24	33
Graduates	0	0	2	5	8

These estimates are based on the number of students taking sophomore and junior level chemistry classes that are not required for any LSUA major. Given the recent enrollment trends in mathematics and biology at LSUA, it is believed that these enrollment projections are reasonable. The only baccalaureate degree currently offered in the Mathematics and Physical Sciences Department at LSUA is the B.S. in Mathematics. Established in 2007, the program graduated one student in the 2008-2009 academic year, three in 2009-2010, and five in 2010-2011.

Faculty. The proposed program can be initiated with current faculty in the Department of Mathematics and Physical Sciences and the Department of Biological Sciences, including three faculty with a doctorate in chemistry; one with a doctorate in mathematics and physical sciences, and one with a M.S. in chemistry.

3. Financial Note

Although the proposed program can be initiated with current faculty, it is anticipated that a faculty member retiring from the Department of Mathematics and Physical Sciences in a few years who is not a chemist will be replaced with a chemist. The reason the mathematics position can be transferred to Chemistry is because LSUA will no longer offer developmental math beginning in fall 2014.

Classrooms, laboratory space, and library resources are available and adequate to meet the needs of the proposed program. The cost of chemistry supplies will be covered within the Department of Mathematics and Physical Sciences budget, and grants will be pursued to meet any large laboratory equipment needs. The Chemistry budget will increase by the addition of the laboratory fees collected for the chemistry courses.

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:

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.A. in Chemistry, subject to approval by the Board of Regents.”



Academic and Student Affairs Agenda Item #3

REQUEST APPROVAL OF A LETTER OF INTENT FOR A MASTER IN CRIMINAL JUSTICE STUDIES AT LSU SHREVEPORT

To: Members of the Board of Supervisors

Date: June 8, 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. 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. Executive Summary

LSU Shreveport is requesting approval of a Letter of Intent for a Master in Criminal Justice Studies (MCJS). LSUS currently offers a Bachelor's degree in Criminal Justice.

The primary focus of the program is to enhance the careers of professionals currently working in law enforcement and government-related fields such as disaster preparedness and homeland security and is designed to emphasize not only administrative and legal issues but also studies in social justice and technology. Because the proposed program will also provide coursework in essential technical, analytical, legal, and organizational issues related to advances in computer and information technology, LSUS anticipates that professionals outside of law enforcement but in related fields of government would also be interested in and benefit from this program.

The proposed MCJS program will require a core curriculum of essential courses in crime and justice theories, social justice, criminal justice, justice administration, and research methodology. Additionally, the program's core will include courses addressing newly emerging 21st century problems such as terrorism, white collar crime, gang proliferation, and cyber and other technologically oriented computer crime.

It will be an interdisciplinary program housed in the College of Arts & Sciences

Need. The MCJS at LSU Shreveport will serve the needs of working professionals in the community and traditional students who wish to continue their education after attaining the bachelor's degree. LSU Shreveport is located in a metropolitan area of over 400,000 citizens, the third largest in the state, with a large number of federal, state, and local law enforcement agencies. Many criminal justice practitioners in these agencies, as well as recent graduates of the undergraduate BCJ program, have expressed an interest in completing such a program in order to assist them in their professional development and growth within their respective criminal justice agencies.

While there are no similarly designed interdisciplinary graduate-level justice studies programs offered at other institutions in Louisiana, the following Louisiana institutions offer traditional graduate programs in criminal justice – Grambling State University, University of Louisiana at Monroe, Southern University in Baton Rouge and Southern University at New Orleans. (The University of Louisiana has recently submitted a Letter of Intent for a Master of Science in Criminal Justice with an emphasis in Juvenile Justice.) It would be difficult, however, for working criminal justice professionals interested in pursuing a masters program to travel to programs at least 70 miles away.

In an effort to determine interest in the proposed program, 19 federal, state, and local law enforcement agencies housed in the Shreveport-Bossier metropolitan area were surveyed. The size of the agencies ranged from between 7 and 650. Of those departments surveyed, almost 70% indicated that their employees were interested in pursuing graduate level studies in criminal justice studies or a related field. While the strength of the interest varied, the larger departments indicated the strongest interest. These agencies represent almost 3,000 law enforcement officers in our area. More than half of the agencies sampled stated that educational incentives were offered and tuition assistance or time off was available. Almost all of the agencies reported that night or online classes would be the best type of offering for their officers and employees, and the proposed program will be delivered accordingly. Investigations, management, and corrections were the areas of concentration most requested.

3. Budget Note

Since the proposed program is interdisciplinary, LSUS anticipates that current staffing will be sufficient for the first couple of years. The Department of History and Social Sciences currently employs three full-time Criminal Justice faculty members and a number of part-time faculty to assist with freshman sections. In addition, there are two full-time Political Science professors and two full-time Sociology professors.

All of the additional costs of this new program will be absorbed out of current resources or from tuition and fees generated from additional enrollment. LSUS will make selective use of qualified adjuncts as the program grows. The cost of new laboratory equipment and supplies will be met from research and equipment grants, and contracts with private industries and State and Federal agencies. Library holdings will be enhanced from currently allotted departmental library funds.

One important asset is the LSUS GIS/Crime Analysis laboratory, which has recently undergone an upgrade to a level that adequately supports its current and anticipated instructional, research, and service missions. The laboratory upgrade allows LSUS to conduct several time intensive and computationally intensive projects of importance to the region and the State. For example, Dr. Hale, the chief architect of the federally funded Terrorism database at the Institute for the Study of Violent Groups, will utilize the lab to continue his research. He played an integral role in developing a program capable of tracking more than 1800 global and domestic extremist groups.

RECOMMENDATION

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

RESOLUTION

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recommends approval of the Letter of Intent for a Master in Criminal Justice Studies, subject to approval by the Board of Regents.”



Academic and Student Affairs Agenda Item #3

REQUEST APPROVAL OF A LETTER OF INTENT FOR A BACHELOR OF FINE ARTS IN DIGITAL ARTS AT LSU SHREVEPORT

To: Members of the Board of Supervisors

Date: June 8, 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. 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. Executive Summary

LSU Shreveport requests approval of a Letter of Intent for a Bachelor of Fine Arts Degree (BFA) in Digital Arts. The program is designed to build on the success of two existing concentrations in the current BA degree in Fine Arts – Animation/Visual Effects and Graphic Design and to meet the need for a more tightly focused curriculum in digital arts. The proposed BFA degree will have four concentrations - Animation, Visual Effects, Graphic Design, and Interactive Media (inclusive of Gaming and Mobile Computing) – thereby providing students with distinct pathways.

Need. In the spring of 2011, the state of Louisiana initiated a three-pronged approach to increasing the economic footprint of Digital Media in the state: industry tax credits, local incubators for new businesses in Digital Media, and the development of Digital Media curricula in higher education. LSUS is responding to this state-directed need to provide adequate educational resources to meet this growing need in the Shreveport-Bossier region.

The number of major digital projects in Louisiana is increasing rapidly. In 2007 there were four major digital projects initiated and by 2011 there were sixty-nine. These projects include digital video, animation, and interactive media, the concentrations being proposed by LSUS.

Existing studios in the Shreveport Bossier region have a national and international footprint. Moonbot Studios (which recently received an Academy Award for Short Animated film), Millennium Films, World Wide Effects, Twin Engine Labs, and Dream Forge each have ongoing projects with a demand for instate labor. This demand can only be met with a highly trained local workforce.

In addition to the work with the local film industry, there is also an increasing need for Graphic Design positions in the region. Graphic Design continues to be an area of strong growth across the country. The US Department of Labor estimates a growth rate over the next decade of 13%. Graphic Design positions also generate an above average wage. According to United

States Bureau of Labor Statistics, the median average wage of graphic designers was \$44,010 in May of 2011.

Indicative of the importance of digital media to the Shreveport-Bossier region is that the Caddo Parish Commission voted on April 19, 2012 to award a grant of \$500,000 to LSUS to support the creation and delivery of a Digital Media certificate program.

Students. The BA in Fine Arts at LSUS has been one of the fastest growing majors on the LSU Shreveport campus because of the concentrations in graphic design and animation and visual effects (AVE). In the Fall of 2008 LSUS had a total enrollment of 65 students in the B.A. degree in Fine Arts (the concentration in AVE was just beginning). By the Fall of 2011 combined numbers of majors in Fine Arts and AVE concentrations had more than doubled to 137 students. LSUS expects this field to continue to grow as the demand for digital media content expands.

3. Budget Note

LSUS anticipates that for projected levels of enrollment, existing administrative, instructional, library, and support services will be sufficient for the next five years. If projected enrollment is reached, LSUS will need additional faculty. Revenue from tuition and fees should be adequate to cover the additional expenses. LSUS will continue to pursue grant and development opportunities to supplement tuition and fees.

RECOMMENDATION

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

RESOLUTION

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recommends approval of the Letter of Intent for a Bachelor of Fine Arts in Digital Arts from Louisiana State University Shreveport, subject to approval by the Louisiana Board of Regents.



Academic and Student Affairs Agenda Item #4

REQUEST APPROVAL OF AN ED.D. IN LEADERSHIP AT LOUISIANA STATE UNIVERSITY IN SHREVEPORT

Date: June 8, 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 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 Proposal

Background. Louisiana State University in Shreveport is requesting approval of the full program proposal to offer a Doctor of Education (Ed.D.) in Leadership. The Letter of Intent for this program was approved by the LSU Board of Supervisors on March 16, 2012 and by the Board of Regents on April 25, 2012. The program proposal incorporates suggestions made by Regents' staff in their review of the Letter of Intent. The proposed program focuses on the general principles and techniques of administering a wide variety of schools and other educational organizations and facilities and will prepare graduates as high-level administrators and personnel supervisors. The program's stated purpose is *the development of reflective leaders as practitioners in a variety of learning organizations.*

Need. The proposed program is consistent with the efforts of LSUS to become the comprehensive urban university for the Shreveport Bossier metro region it serves. Long-term analysis by independent external review teams from Economic Innovation International, Inc. and Eva Klein & Associates, Ltd. have all pointed to the critical need for the expansion of the educational infrastructure in the Shreveport Bossier region, the state's third largest metropolitan area. The need for the program is well documented, beginning with a needs assessment in 2000 resulting in positive responses from approximately 100 local principals, supervisors, and district-level administrators. An independent assessment in 2004 found a similar need for a doctoral program designed to prepare educational organization leaders. A recent survey by the Caddo Parish School Board has identified a strong desire by more than 40 employees to enroll in such a program. Most recently, following approval of the Letter of Intent, an additional survey of two community colleges, high schools, school boards, and selected non-profit entities has identified more than 250 individuals with expressed interest in the proposed Ed. D. The program has notable and unanimous support by School Board heads and other upper-level administrators in the three parishes nearest to and served by LSUS.

The Program and Faculty. The Ed.D. will serve as a strong complement to existing programs within the LSUS College of Education and Human Development, as well as across the university. Relevant existing programs in the College at the Masters and Specialist levels include: Reading, Gifted Education, School Counseling, Education Leadership, Counseling Psychology, School Psychology, Kinesiology/Wellness, and Public Health. The proposed program will also call upon the expertise found in other programs at LSUS, including the Institute of Human Services and Public Policy (College of Arts and Sciences) and the Masters of Health Administration and Business Administration programs (College of Business, Education, and Human Development). The capacity of the College to deliver the program is illustrated by its successful Louisiana Leaders Fellows program, one of two such programs awarded funding by the Wallace Foundation on the basis of a statewide competition.

The College has identified 11 existing full-time faculty who will be directly involved with the proposed program, and anticipates the hiring of an additional three full-time faculty as the program grows.

Students. The proposed program is designed to be flexible enough to allow timely progression of both full- and part-time students. A conservative estimate suggests 30 students by the third year of the program and fifteen graduates per year by year five. Full-time students entering the program fully prepared will be able to graduate in three years.

Library Resources. Library resources are adequate to support the proposed program. The LSUS Noel Library has an excellent collection of more than 6,131 books in education topics and access to many thousands more electronically. LSUS students also have access to more than 2 million relevant journals and documents electronically, and all such electronic databases and full-text books/articles are available both on and off-campus.

Facilities. The physical facilities available for the proposed program are principally housed within one building, and consist of an appropriate number and mix of conventional classrooms, model classrooms, seminar/conference rooms, and technology-rich classrooms. Other relevant facilities on the LSUS campus include a large general use computer laboratory and wireless network availability throughout the campus.

Program Administration. The administration of the Ed.D. program will follow the typical campus model and will consist of a Program Director, a Program Steering Committee, and an Advisory Committee appointed for each student. The major advisor for each student will serve as the Chair of the Advisory Committee.

3. Fiscal Note

Incremental costs of the program are primarily for faculty and graduate assistantships. As noted above, it is anticipated that three additional faculty with backgrounds and expertise in Leadership will be required over the course of the first three years. The expected salary cost for three additional faculty in the program is approximately

\$240,000 per academic year by year three. LSUS is committed to ensuring the success of the proposed program and will reallocate open positions on campus as necessary in order to provide appropriate staffing.

LSUS is also committed to providing an initial three Graduate Assistantships to the program, at an estimated annual cost of \$20,000 each. Additional assistantships will be added as enrollment grows, with funding anticipated from both institutional sources and research grant support.

4. Review of Documents

The proposal for the Ed.D. has been reviewed and approved by appropriate campus faculty and administrators and the System Office of Academic Affairs.

5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Appropriate certifications were provided by the Chancellor.

RECOMMENDATION

The System Office of Academic Affairs recommends approval of the following Resolution.

RESOLUTION

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recommends approval of the Program Proposal for a Doctor of Education in Leadership at LSU in Shreveport, subject to approval by the Board of Regents.”

III. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Mr. Alvin E. Kimble, Chair

Mr. Anthony G. "Tony" Falterman, Vice Chair

Mr. Ronald R. Anderson

Mr. R. Blake Chatelain

Dr. John F. George

Mr. Raymond J. Lasseigne

Mr. Roderick K. "Rod" West

Mr. Robert "Bobby" Yarborough

AGENDA

1. Request by the Administrative Officers of the campuses and hospitals to write-off uncollectible receivable accounts as of June 30, 2012
2. Report on Campus Bond Indebtedness
3. Status Report on FY 2011-2012 Supplemental Appropriation and FY 2012-2013 Appropriation
4. Approval of the FY 2011-2012 Supplemental Appropriation and FY 2012-2013 Appropriation Institution Distribution



Request by the Administrative Officers of the campuses and hospitals to write-off uncollectible receivable accounts as of June 30, 2012

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

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

In the normal course of business, campuses are involved in transactions that result in monies being owed to the University for which they are unable to collect. Once each year the campuses submit summaries of debts which are to be considered for write-off as of the end of fiscal year (June 30). The write-off prevents the campus from overstating assets and helps to concentrate collection efforts on the more recent debt which is more likely to be collected. This write-off is made in accordance with System Policy.

Although ongoing collection effort is abandoned on these accounts, the campuses reserve the right and duty to collect should the opportunity arise. For example, even though the account is written-off, the debtor remains obligated to the campus. Lists are maintained of students and vendors who have debts written-off, and the various campuses will prohibit them from reenrolling, securing transcripts, or doing further business with the university until such debts are paid in full.

3. Fiscal Note

Total unrestricted and restricted receivables being sought for write-off are \$1,054,349 and \$289,599 respectively. Combined, this represents .15% of the receivables booked in the prior year.

4. Review of Documents Related to Referenced Matter

The CFOs of each campus desiring to write-off uncollectible receivables have sent in detailed information on the accounts. The actual write-off requests follow the format used by the Office of Statewide Reporting and Accounting Policy (OSRAP) in its quarterly report on receivables.

5. Other

The campuses of the LSU System have adopted the collection policies and procedures developed by OSRAP and as codified in the Louisiana Register, Volume 28, Number 11, dated November 20, 2002.

For medical accounts receivable only, the LSU Health Sciences Center New Orleans, LSU Health Sciences Center Shreveport, and LSU Health Sciences Center Health Care Service Division have developed separate procedures which have been approved by the Louisiana Cash Management Review Board.

ATTACHMENTS:

- (1) Summary schedule of proposed write-offs
- (2) LSU System procedures for collection of accounts receivable
- (3) History of accounts receivable write-offs as a percentage of total accounts receivable, FY 2004 – FY 2012

RECOMMENDATION(s)

It's recommended that the Board consider the resolution set forth below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the write-off of accounts receivable for fiscal year 2011-12 which are deemed to be uncollectible and chargeable against the respective funds, without prejudice to the continuing right to collect such sums.

	Unrestricted Funds	Restricted Funds	Total Funds	Attachment 1
Campus	Requested Write-off	Requested Write-off	Requested Write-off	Overall WO as a percent of Total Receivables booked in Prior year
LSU and A & M, Hebert Law Center, LSU Ag Center				
Student Fees	\$429,761	\$79,329	\$509,089	
Short Term Loans	\$0	\$1,674	\$1,674	
Hospitals	\$0	\$0	\$0	
Clinics	\$0	\$0	\$0	
Contracts	\$0	\$0	\$0	
Sales & Services	\$179,722	\$30,502	\$210,224	
Other	\$65,059	\$11,433	\$76,492	
Subtotal	\$674,542	\$122,938	\$797,480	0.43%
Pennington Biomedical Research Center				
Student Fees			\$0	
Short Term Loans			\$0	
Hospitals			\$0	
Clinics			\$0	
Contracts		\$0	\$0	
Sales & Services	\$0	\$0	\$0	
Other			\$0	
Subtotal	\$0	\$0	\$0	0.00%
LSU at Alexandria				
Student Fees	\$185,073	\$26,563	\$211,636	
Short Term Loans			\$0	
Hospitals			\$0	
Clinics			\$0	
Contracts			\$0	
Sales & Services	\$0	\$0	\$0	
Other	\$196	\$0	\$196	
Subtotal	\$185,269	\$26,563	\$211,832	1.87%
LSU at Eunice				
Student Fees	\$43,344	\$10,645	\$53,989	
Short Term Loans			\$0	
Hospitals			\$0	
Clinics			\$0	
Contracts			\$0	
Sales & Services			\$0	
Other			\$0	
Subtotal	\$43,344	\$10,645	\$53,989	0.29%

	Unrestricted Funds	Restricted Funds	Total Funds	Attachment 1
Campus	Requested Write-off	Requested Write-off	Requested Write-off	Overall WO as a percent of Total Receivables booked in Prior year
LSU at Shreveport				
Student Fees	\$82,729	\$21,337	\$104,066	
Short Term Loans			\$0	
Hospitals			\$0	
Clinics			\$0	
Contracts			\$0	
Sales & Services		\$2,291	\$2,291	
Other	\$398	\$3,420	\$3,818	
Subtotal	\$83,127	\$27,048	\$110,175	0.72%
LSUHSC New Orleans				
Student Fees			\$0	
Short Term Loans			\$0	
Hospitals			\$0	
Clinics	\$68,067	\$47,726	\$115,793	
Contracts		43,628	\$43,628	
Sales & Services			\$0	
Other		\$11,051	\$11,051	
Subtotal	\$68,067	\$102,405	\$170,472	0.11%
LSUHSC Shreveport				
Student Fees			\$0	
Short Term Loans			\$0	
Hospitals		\$0	\$0	
Clinics		\$0	\$0	
Contracts			\$0	
Sales & Services			\$0	
Other			\$0	
Subtotal	\$0	\$0	\$0	0.00%
E. A. Conway				
Student Fees			\$0	
Short Term Loans			\$0	
Hospitals		\$0	\$0	
Clinics		\$0	\$0	
Contracts			\$0	
Sales & Services			\$0	
Other			\$0	
Subtotal	\$0	\$0	\$0	0.00%

	Unrestricted Funds	Restricted Funds	Total Funds	Attachment 1
Campus	Requested Write-off	Requested Write-off	Requested Write-off	Overall WO as a percent of Total Receivables booked in Prior year
Huey P. Long Medical Center				
Student Fees			\$0	
Short Term Loans			\$0	
Hospitals		\$0	\$0	
Clinics		\$0	\$0	
Contracts			\$0	
Sales & Services			\$0	
Other			\$0	
Totals	\$0	\$0	\$0	0.00%
LSU HCSD				
Student Fees			\$0	
Short Term Loans			\$0	
Hospitals	\$0		\$0	
Clinics			\$0	
Contracts			\$0	
Sales & Services			\$0	
Other			\$0	
Subtotal	\$0	\$0	\$0	0.00%
Systemwide Totals				
Student Fees	\$740,906	\$137,874	\$878,780	0.38%
Short Term Loans	\$0	\$1,674	\$1,674	4.75%
Hospitals	\$0	\$0	\$0	0.00%
Clinics	\$68,067	\$47,726	\$115,793	0.07%
Contracts	\$0	\$43,628	\$43,628	0.05%
Sales & Services	\$179,722	\$32,793	\$212,515	1.31%
Other	\$65,653	\$25,905	\$91,558	0.36%
Totals	\$1,054,349	\$289,599	\$1,343,948	0.15%

LSU SYSTEM PROCEDURES FOR COLLECTION OF ACCOUNTS RECEIVABLE

STUDENT ACCOUNTS							
Campus	Withholds Grades & Transcripts; Prevents Registration, Etc.	Office Responsible For Collection	Number Of Notifications	Drops Students *	Refers To A Collection Agency Or Credit Bureau	Agency/ Bureau	Cost To Campus
LSU A & M	Yes	Bursar Operations	Monthly (3)	No	Yes (2)	National Recovery Agency	8.25% of collections
Health Sciences Ctr-NO	Yes	Accounting Services	At Least 2	Yes	Yes	National Recovery Agency	8.25% of collections
Health Sciences Ctr-S	Yes	Comptroller	At Least 2	Yes	Yes	University Attorney	Contractual hourly rate
Law Center	Yes	Bursar Operations	Monthly (3)	No	Yes (2)	First Revenue Assurance	10% of collections
UNO	Yes	Bursar Operations	At Least 2	No	Yes	National Recovery Agency	8.25% of collections
LSU - S	Yes	Accounting Services	2	No	Yes (1)	National Recovery Agency	8.25% of collections
LSU - A	Yes	Accounting Services	2	No	Yes	National Recovery Agency	8.25% of collections
LSU - E	Yes	Business Affairs	4	Yes	Yes (2)	National Recovery Agency	8.25% of collections

* Students are terminated on the last day of the semester to withdraw and receive a grade of "W",

(1) Accounts must be over \$50.00.

(2) Delinquent Perkins Student Loan accounts are submitted to the Office of the Attorney General.

(3) Certified letters sent to students who present an NSF or otherwise uncollectible check, and to those whose deferred payments are late.

VENDOR ACCOUNTS	
Campus	Procedure
LSU A & M	Monthly statements are sent. Letters requesting payment are sent. If no response, they are turned over to a collection agency.
Health Sciences Ctr-NO	Follow-up with calls and in writing within 90 days. Thereafter, attorney consulted to see if the pursuit of A/R is advisable.
Health Sciences Ctr-S	Follow-up with calls and in writing within 90 days. Thereafter, attorneys consulted to see if their pursuit of A/R is advisable.
Law Center	Has general policy of "cash and carry." If accounts did become delinquent, they would be turned over to collection agency.
UNO	Monthly statements are sent via email. Payment reminder and pre-collections. If no response, they are turned over to a collections agency.
LSU - S	Notify vendors by certified letter. If no attempt to pay is made, the account is turned over to a collection agency. Continue to send past due bills.
LSU - A	Follow-up invoice sent. If no response, they are turned over to a collection agency.
LSU Ag Center	Monthly statements are sent. Letters requesting payment are sent. If no response, they are turned over to a collection agency.
Pennington Center	Second notice invoices sent, 3rd & 4th requests accompanied by letter. Thereafter, attorneys consulted to see if their pursuit of A/R is advisable.
LSU - E	Four letters requesting payment are sent. If no response, account is turned over to a collection agency.

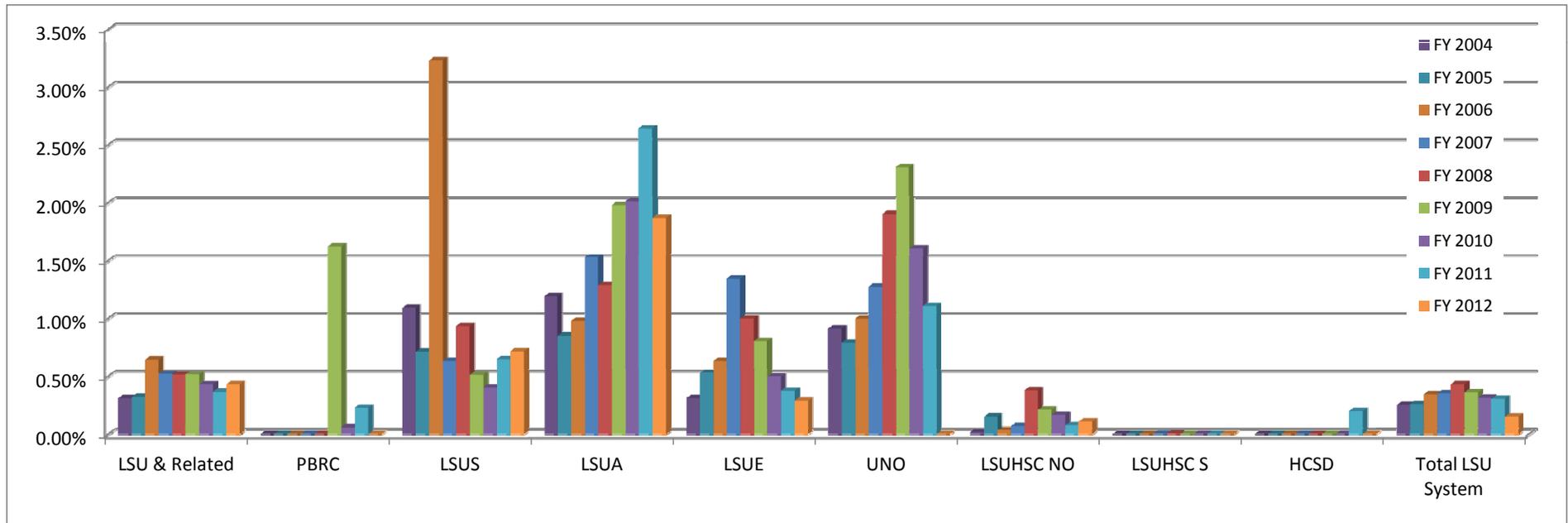
LSU SYSTEM PROCEDURES FOR COLLECTION OF MEDICAL RECEIVABLES

Attachment 2

Medical Receivables								
Campus	Office Responsible For Collection	Policy Approved by	First Billing	First Follow-up	Statements Mailed	Faculty Review	Refers To A Collection Agency Or Credit Bureau	Other
LSUHSC NO								
Physician Services	LSU Healthcare Network	CMRB	Automated to medicare,caid or ins. carrier	By Phone to insurer	At 30 day intervals	yes	yes and no further service	
Allied Health Faculty Practice Plan	Dean's Office	CMRB	Automated to medicare,caid or ins. carrier	By Phone to insurer	At 30 day intervals	yes	yes and no further service	
Dental Faculty Practice Plan	Dean's Office	CMRB	Automated to medicare,caid or ins. carrier	By Phone to insurer	At 30 day intervals	yes	yes and no further service	
Sch. of Dent. Stud. Clinic	Dean's Office	CMRB	Automated to ins. Carrier or collect at time of service	By Phone to insurer	At 30 day intervals	yes	No	No further service
Nursing Faculty Practice Plan	Dean's Office	CMRB	Generally services are provided to a facility rather than a specific patient. Services are billed according to agreement	By Phone to insurer	At 30 day intervals	yes	yes and no further service	
LSUHSC SHREVEPORT								
Faculty Practice Plan	Patient Accounting	CMRB	Automated to medicare,caid or ins. carrier	By Phone to insurer	At 10 to 36 day intervals	yes	Yes 10 days after final notice	Med. Ass't. Program to help Patients qualify for medicaid
Hospitals	Patient Accounting	CMRB	Automated to medicare,caid or ins. carrier	By Phone to insurer	At 10 to 36 day intervals	NA	Yes 10 days after final notice	Med. Ass't. Program to help Patients qualify for medicaid
Civil tort or workmen's compensation claims for medical services which we provided	In-house Legal Counsel (Hospital Billing is responsible for workmen's compensation claims unless an attorney is involved; if an attorney is involved, the claim is referred to In-house Legal Counsel.	General Counsel	When our providers learn of a third-party claim, a notice of privilege is sent in accordance with law to all parties involved	As necessary	Yes	No	AG or other outside counsel may be used for complicated cases.	When the patient's suit is settled, or a judgment obtained, medical bills are paid. If notified by the court of no liability, the legal file is closed.
LSUHSCD								
Hospitals	Hospital and Central Business Office (HCSD Admin) Billing	CMRB	Automated to medicare,caid, ins or workmen's comp. carrier	Phone contacts to insurer by Central Business Office	At 30 day intervals	NA	Yes, after 90 days placed with first collection agency	Placed with second collection agency after 180 days with first collection agency and no payment arrangement
Civil tort or workmen's compensation claims for medical services which we provided	In-house Legal Counsel (Hospital Billing is responsible for workmen's compensation claims unless an attorney is involved; if an attorney is involved, the claim is referred to In-house Legal Counsel.	General Counsel	Same as LSUHSC Shreveport	As necessary	Yes	No	AG or other outside counsel may be used for complicated cases.	Same as LSUHSC Shreveport

**LSU System
Accounts Receivable Write-off Percentages
Presented to the Board of Supervisors
For Fiscal Years 2004 - 2012**

Campus	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
LSU & Related	0.31%	0.32%	0.64%	0.52%	0.52%	0.52%	0.43%	0.36%	0.43%
PBRC	0.00%	0.00%	0.00%	0.00%	0.00%	1.62%	0.06%	0.23%	0.00%
LSUS	1.09%	0.71%	3.23%	0.63%	0.93%	0.51%	0.40%	0.65%	0.72%
LSUA	1.19%	0.85%	0.98%	1.53%	1.29%	1.98%	2.01%	2.64%	1.87%
LSUE	0.31%	0.53%	0.63%	1.34%	1.00%	0.80%	0.50%	0.37%	0.29%
UNO	0.91%	0.79%	1.00%	1.27%	1.90%	2.31%	1.60%	1.11%	-
LSUHSC NO	0.02%	0.15%	0.03%	0.07%	0.38%	0.21%	0.17%	0.07%	0.11%
LSUHSC S	0.000%	0.000%	0.000%	0.002%	0.003%	0.000%	0.00%	0.00%	0.00%
HCSD	-	-	-	-	-	-	-	0.20%	0.00%
Total LSU System	0.25%	0.26%	0.34%	0.35%	0.43%	0.36%	0.31%	0.31%	0.15%





Report on Campus Bond Indebtedness

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to paragraph C. of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Summary of the Matter

At June 30, 2011, the System and those affiliated entities that are blended component units in the System's financial statements had \$450.9 million in bonds outstanding. In addition, those affiliated organizations that are considered as discretely presented component units in the System's financial statements had \$169.9 million in bonds outstanding. Total bonds outstanding decreased from June 30, 2010, as a result of \$20.4 million in redemptions as no new debt was issued in Fiscal Year 2010-2011.

According to Governmental Accounting Standards Board No. 39, *Determining Whether Certain Organizations Are Component Units*, certain organizations (e.g. foundations) warrant inclusion as part of the primary government's financial reporting entity because of the nature and significance of their relationship with the primary government (e.g. colleges and universities), including their ongoing financial support of the primary government or its other component units. For purposes of determining if a component unit is significant, the Office of Statewide Reporting and Accounting Policy has set a threshold that the component units should meet to be included in the primary government's financial statements; i.e. the assets of the component unit (e.g. foundation) must equal 3% or more of the assets of the university system. This determination was made using the university system's financial statements ending 6/30/10 or 12/31/09 if the component unit's fiscal year is based on the calendar year.

2. Review of Documents Related to Referenced Matter

The FY 2010-2011 financial statements of the LSU System has been audited by the Louisiana Legislative Auditors and a report has been issued and is available for viewing at [http://app1.la.state.la.us/PublicReports.nsf/7D8AD08C64358BA8862579B300649EE0/\\$FILE/0002737F.pdf](http://app1.la.state.la.us/PublicReports.nsf/7D8AD08C64358BA8862579B300649EE0/$FILE/0002737F.pdf).

Attachments

- (1) FY 2010-2011 LSU System Statement of Net Assets (Statement A)
- (2) FY 2010-2011 LSU System Component Units Statement of Financial Position (Statement B)
- (3) FY 2010-2011 Profile of Bonds Issued by the LSU Campuses and its Component Units
- (4) FY 2010-2011 Summary of LSU System Bonded Indebtedness

Recommendation

The report provided is for informational purposes only and no Board action is needed.

**LOUISIANA STATE UNIVERSITY SYSTEM
STATE OF LOUISIANA**

Statement of Net Assets, June 30, 2011

ASSETS

Current Assets:

Cash and cash equivalents (note 2)	\$605,461,786
Investments (note 3)	347,514,390
Receivables, net (note 4)	254,431,120
Due from federal government, net (note 4)	33,677,238
Inventories	37,384,004
Deferred charges and prepaid expenses	15,428,156
Notes receivable	3,602,200
Other current assets	1,838,746
Total current assets	<u>1,299,337,640</u>

Noncurrent Assets:

Restricted Assets:

Cash and cash equivalents (note 2)	110,309,965
Investments (note 3)	295,576,056
Notes receivable	27,394,110
Other restricted assets	11,981,058
Investments (note 3)	2,549,540
Other noncurrent assets	809,169
Capital assets, net (note 5)	<u>1,842,129,373</u>
Total noncurrent assets	<u>2,290,749,271</u>
Total assets	<u>3,590,086,911</u>

LIABILITIES

Current Liabilities:

Accounts payable and accrued liabilities (note 7)	197,122,927
Due to state treasury, net (note 15)	12,991,982
Deferred revenues	84,264,644
Amounts held in custody for others	7,177,127
Compensated absences (note 11)	11,973,333
Capital lease obligations (note 14)	3,668,142
Notes payable (note 14)	538,549
Bonds payable (note 14)	12,280,417
Other current liabilities	3,143,746
Total current liabilities	<u>333,160,867</u>

(Continued)

The accompanying notes are an integral part of this statement.

**LOUISIANA STATE UNIVERSITY SYSTEM
STATE OF LOUISIANA
Statement of Net Assets, June 30, 2011**

LIABILITIES (CONT.)

Noncurrent Liabilities:

Compensated absences (note 11)	\$127,504,546
Capital lease obligations (note 14)	83,877,938
Notes payable (note 14)	1,506,087
Other postemployment benefits payable (note 9)	620,657,869
Bonds payable (note 14)	438,621,666
Other noncurrent liabilities	3,833,677
Total noncurrent liabilities	<u>1,276,001,783</u>
Total liabilities	<u><u>1,609,162,650</u></u>

NET ASSETS

Investment in capital assets, net of related debt	1,411,654,571
Restricted for:	
Nonexpendable (note 16)	205,418,211
Expendable (note 16)	320,336,309
Unrestricted	<u>43,515,170</u>
Total net assets	<u><u>\$1,980,924,261</u></u>

(Concluded)

The accompanying notes are an integral part of this statement.

**LOUISIANA STATE UNIVERSITY SYSTEM
STATE OF LOUISIANA**

COMPONENT UNITS

Statement of Financial Position, June 30, 2011

	LSU Foundation	Tiger Athletic Foundation*	University of New Orleans Research and Technology Foundation	Total Foundations
ASSETS				
Current Assets:				
Cash and cash equivalents (note 2)	\$4,254,871	\$2,791,816	\$7,483,970	\$14,530,657
Restricted cash and cash equivalents (note 2)	16,113,723	54,599,432		70,713,155
Investments (note 3)	14,407,513		568,342	14,975,855
Accrued interest receivable	930,857			930,857
Accounts receivable, net	592,088	2,072,507	4,846,768	7,511,363
Unconditional promises to give (note 27)	8,358,437	9,629,420		17,987,857
Deferred charges and prepaid expenses	73,562	916,855	501,542	1,491,959
Other current assets		12,012,057	288,526	12,300,583
Total current assets	44,731,051	82,022,087	13,689,148	140,442,286
Noncurrent Assets:				
Restricted assets:				
Cash and cash equivalents (note 2)		45,653		45,653
Investments (note 3)	443,029,357	7,832,449	3,123,291	453,985,097
Other	576,466			576,466
Investments (note 3)	18,141,732		1,632,991	19,774,723
Unconditional promises to give (note 27)	15,547,143	1,982,341		17,529,484
Property and equipment, net (note 5)	15,033,081	137,855,929	73,545,189	226,434,199
Other noncurrent assets	994,556	35,660,023	36,282,021	72,936,600
Total noncurrent assets	493,322,335	183,376,395	114,583,492	791,282,222
Total assets	\$538,053,386	\$265,398,482	\$128,272,640	\$931,724,508
LIABILITIES				
Current Liabilities:				
Accounts payable and accrued liabilities	\$2,964,740	\$297,853	\$652,145	\$3,914,738
Deferred revenues		21,251,636	675,275	21,926,911
Amounts held in custody for others (note 25)	12,525,743	7,836,526	60,756	20,423,025
Other liabilities	251,859		7,297,424	7,549,283
Compensated absences payable (note 14)	286,523			286,523
Current portion of notes payable (note 14)	1,380,067		247,326	1,627,393
Current portion of bonds payable (note 14)	675,000	3,490,000	275,000	4,440,000
Other current liabilities	9,967,414	2,574		9,969,988
Total current liabilities	28,051,346	32,878,589	9,207,926	70,137,861

(Continued)

The accompanying notes are an integral part of this statement.

**LOUISIANA STATE UNIVERSITY SYSTEM
STATE OF LOUISIANA
COMPONENT UNITS
Statement of Financial Position, June 30, 2011**

	LSU Foundation	Tiger Athletic Foundation*	University of New Orleans Research and Technology Foundation	Total Foundations
LIABILITIES (CONT.)				
Noncurrent Liabilities:				
Amounts held in custody for others (note 25)	\$90,454,883			\$90,454,883
Notes payable (note 14)	733,333		\$6,333,382	7,066,715
Bonds payable (note 14)	6,225,000	\$120,285,000	38,910,596	165,420,596
Other noncurrent liabilities	63,300	31,747,455		31,810,755
Total noncurrent liabilities	97,476,516	152,032,455	45,243,978	294,752,949
Total liabilities	125,527,862	184,911,044	54,451,904	364,890,810
NET ASSETS				
Unrestricted	31,881,024	50,443,844	73,820,736	156,145,604
Temporarily restricted (note 16)	182,485,753	21,777,410		204,263,163
Permanently restricted (note 16)	198,158,747	8,266,184		206,424,931
Total net assets	412,525,524	80,487,438	73,820,736	566,833,698
Total liabilities and net assets	\$538,053,386	\$265,398,482	\$128,272,640	\$931,724,508

*As of December 31, 2010

(Concluded)

The accompanying notes are an integral part of this statement.

The following is a summary of future minimum installment payments, net of unamortized discount for the component units as of June 30, 2011:

Fiscal Year Ending June 30:	
2012	\$2,014,491
2013	1,149,324
2014	1,938,984
2015	1,044,689
2016	4,046,147
Total minimum installment payments	<u>10,193,635</u>
Less amount representing interest	<u>(1,499,527)</u>
Total	<u><u>\$8,694,108</u></u>

Line of Credit

The LSU Foundation has an unsecured \$10,000,000 line-of-credit which accrues interest at a variable rate equal to the 30-day LIBOR rate plus 125 basis points with a minimum index of 2% (the interest rate is 3.25% at June 30, 2011). The unused portion of the line-of-credit totals \$32,586 at June 30, 2011. All unpaid principal and interest is due on October 31, 2011.

Bonds and Contracts Payable - System

Detailed summaries, by issues, of all bond and reimbursement contract debt outstanding at June 30, 2011, including future interest payments of \$279,723,845 for LSU; \$10,374,472 for the LSU Health Sciences Center in New Orleans; \$12,890,893 for the Health Care Services Division; \$10,297,046 for the University of New Orleans; \$2,981,514 for LSU at Alexandria; and \$7,747,592 for LSU at Eunice follow:

Bonds Payable - LSU System

Issue	Date of Issue	Original Issue	Outstanding July 1, 2010	Redeemed	Outstanding June 30, 2011	Maturities	Interest Rates	Future Interest Payments June 30, 2011
LSU								
2004 Auxiliary Revenue Refunding Bonds	April 6, 2004	\$16,035,000	\$8,955,000	\$1,620,000	\$7,335,000	2012-2015	4% to 5.25%	\$982,490
2004 Auxiliary Revenue Bonds - Series B	October 26, 2004	51,885,000	47,865,000	1,235,000	46,630,000	2012-2034	2% to 5.25%	29,926,330
2005 Auxiliary Revenue Bonds - Series A	June 2, 2005	18,905,000	9,965,000	1,645,000	8,320,000	2012-2017	3% to 5%	1,122,778
2006 Auxiliary Revenue Bonds	August 9, 2006	97,095,000	94,715,000	1,655,000	93,060,000	2012-2036	4% to 5%	71,414,376
2007 Auxiliary Revenue Bonds	December 11, 2007	71,130,000	68,710,000	1,365,000	67,345,000	2012-2037	4% to 5%	51,860,430
2008 Auxiliary Revenue Bonds	June 27, 2008	52,815,000	44,435,000	685,000	43,750,000	2012-2034	2% to 5%	22,882,512
2010 Auxiliary Revenue Bonds - Series A and B	June 24, 2010	118,875,000	118,680,000	305,000	118,375,000	2012-2040	2% to 5%	101,534,929
LSU Health Sciences Center								
New Orleans - Building Revenue Bonds - Series 2000	January 1, 2000	15,910,000	13,405,000	325,000	13,080,000	2012-2031	5.50%	10,374,472
LSU Health Sciences Center								
Health Care Services Division - Revenue Bonds, Series 2002	December 1, 2002	36,600,000	5,210,000	5,210,000	NONE		3.12%	
Bogalusa Community Medical Center Project Series 2007 A & B	September 1, 2007	17,500,000	17,500,000		17,500,000	2015-2038	2.466% - 7.88%	12,886,667
Health Care Services Mid-City Clinic Project Series 2003B	October 1, 2003	2,500,000	1,385,000	255,000	1,130,000	2014	varies weekly	4,226
University of New Orleans								
Revenue Bonds of 1998	August 15, 1998	15,915,000	13,325,000	375,000	12,950,000	2012-2031	3.9%-5%	7,505,703
Revenue Bonds of 2004 - Series A	June 17, 2004	9,440,000	4,160,000	980,000	3,180,000	2012-2014	3%-4.125%	261,725
Revenue Bonds of 2004 - Series B	October 19, 2004	8,480,000	7,065,000	325,000	6,740,000	2012-2026	3%-4.67%	2,529,618
LSU at Alexandria								
2008 Auxiliary Revenue Bonds	March 18, 2008	4,200,000	4,075,000	75,000	4,000,000	2012-2034	4.0% - 5.5%	2,981,514
LSU at Eunice								
1998 Auxiliary Revenue Bonds	June 1, 1998	1,650,000	852,500	90,417	762,083	2012-2018	5%	157,792
2002 Auxiliary Revenue Bonds	January 17, 2002	7,000,000	6,835,000	90,000	6,745,000	2012-2033	7.375%	7,589,800
Total Bonds Payable		<u>\$545,935,000</u>	<u>\$467,137,500</u>	<u>\$16,235,417</u>	<u>\$450,902,083</u>			<u>\$324,015,362</u>

Bonds Payable - Component Units

Issue	Date of Issue	Original Issue	Outstanding July 1, 2010	Redeemed	Outstanding June 30, 2011	Maturities	Interest Rates	Future Interest Payments June 30, 2011
LSU Foundation								
Pooled Loan Program Revenue Bonds, Series 2003A	May 1, 2003	\$12,725,000	\$7,525,000	\$625,000	\$6,900,000	2012-2022	Variable	\$386,308
UNO Research and Technology Foundation								
LPFA Revenue Bonds, Series 2006, including unamortized premium	August 8, 2006	39,900,442	39,448,057	262,461	39,185,596	2012-2037	3.75% - 5.25%	34,914,934
Tiger Athletic Foundation*								
Revenue Bonds, Series 1999	March 4, 1999	43,575,000	43,575,000	1,475,000	42,100,000	2012-2028	Variable	
Revenue Bonds, Series 2004	March 23, 2004	90,000,000	83,535,000	1,860,000	81,675,000	2012-2039	Variable	
Total Bonds Payable		<u>\$186,200,442</u>	<u>\$174,083,057</u>	<u>\$4,222,461</u>	<u>\$169,860,596</u>			<u>\$35,301,242</u>

*As of December 31, 2010

In March 2004, the Tiger Athletic Foundation issued Revenue Bonds Series 2004 for a principal amount of \$90,000,000. The bonds are secured by the pledged revenues on a parity with the Series 1999 bonds. The proceeds of the loan are being used to finance or reimburse a portion of the costs of the acquisition and construction of certain improvements and renovations to Tiger Stadium and a football operations center at LSU, including funding the interest and costs associated with the project. On March 15, 2007, an amendment was made to the original loan

agreement which waived the principal due on September 1, 2007, and extended the payment schedule an additional year, through 2034, with the intent that the 2007 principal payment will be paid on September 1, 2034. Effective November 2009, the bonds were reissued as a single fully registered bond without coupons and shall mature September 2039.

On May 1, 2003, the LSU Foundation participated in borrowing, along with several other organizations, the proceeds of revenue bonds totaling \$31,555,000 issued by the Louisiana Public Facilities Authority (LPFA). The Foundation's portion of the borrowing was \$12,725,000. The Foundation is scheduled to repay the funds borrowed by 2022. The borrowed proceeds from the issuance were used to help fund several construction projects including the Shaw Center for the Arts. Interest is currently being paid using a weekly rate as determined by the remarketing agent. The interest rate at June 30, 2011, is 0.91%. Total interest expense incurred on the bonds for the year ended June 30, 2011, was \$75,130. The bonds are collateralized by future revenues of the LSU Foundation.

On August 8, 2006, the LPFA issued \$38,500,000 of LPFA Revenue Bonds (Series 2006) to the UNO Research and Technology Foundation. The proceeds of the bonds are being used for the financing, planning, designing, constructing, furnishing and equipping of resident facilities for use by UNO, including all equipment, furnishings, fixtures and facilities incidental or necessary in connection therewith. The proceeds were also used to pay the costs associated with the issuance of the bonds. The bond agreement provides for interest on the outstanding bonds at rates ranging from 3.75% to 5.25% per annum. Bond funds totaling \$3,123,291 have been deposited with the bond trustee at June 30, 2011. The bonds were issued at a premium, which totaled \$1,400,442 at the bond issuance date. The premium will be amortized over the life of the bonds. The total amount of the premium amortized during the year ended June 30, 2011, totaled \$47,461.

Debt Service Requirements

The annual requirements to amortize all university bonds outstanding at June 30, 2011, are presented in the following schedule. The schedule uses rates as of June 30, 2011, for debt service requirements of the variable-rate bonds, assuming current interest rates remain the same for their term. As rates vary, variable-rate bond interest payments will vary.

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$12,280,417	\$21,485,465	\$33,765,882
2013	14,160,417	20,995,882	35,156,299
2014	14,725,417	20,411,223	35,136,640
2015	14,475,417	19,746,916	34,222,333
2016	12,760,417	19,081,204	31,841,621
2017-2021	71,669,998	86,391,783	158,061,781
2022-2026	88,700,000	67,241,845	155,941,845
2027-2031	95,555,000	44,528,544	140,083,544
2032-2036	90,560,000	20,678,565	111,238,565
2037-2041	36,015,000	3,453,935	39,468,935
	<u>\$450,902,083</u>	<u>\$324,015,362</u>	<u>\$774,917,445</u>

The annual requirements to amortize all component unit bonds outstanding at June 30, 2011, are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest*</u>	<u>Total</u>
2012	\$4,440,000	\$2,007,964	\$6,447,964
2013	4,628,395	1,990,592	6,618,987
2014	4,873,395	1,971,059	6,844,454
2015	5,133,395	1,944,877	7,078,272
2016	5,393,395	1,919,145	7,312,540
2017-2021	31,426,975	9,078,619	40,505,594
2022-2026	35,854,445	7,718,465	43,572,910
2027-2031	38,500,000	5,671,964	44,171,964
2032-2036	31,435,000	2,842,901	34,277,901
2037-2041	6,965,000	155,656	7,120,656
Subtotal	168,650,000	35,301,242	203,951,242
Unamortized premiums	1,210,596	NONE	1,210,596
Total	<u>\$169,860,596</u>	<u>\$35,301,242</u>	<u>\$205,161,838</u>

*Excludes floating interest rate amounts for Tiger Athletic Foundation Revenue Bond Series 1999 and Series 2004

The following is a summary of the System debt service reserve requirements of the various bond issues at June 30, 2011:

<u>Bond Issue</u>	<u>Cash/ Investment Reserves Available</u>	<u>Reserve Requirement</u>	<u>Excess</u>
Auxiliary Plant:			
LSU at Alexandria	\$313,052	\$313,052	
LSU at Eunice*	507,086	610,450	(\$103,364)
LSU A&M	11,467,679	11,467,679	
Total	<u>\$12,287,817</u>	<u>\$12,391,181</u>	<u>(\$103,364)</u>
Educational Plant - Health Care Services Division	<u>\$1,601,242</u>	<u>\$1,601,242</u>	<u>NONE</u>

*The Debt Service Reserve Fund is below the required level, but management is addressing the problem by increasing rental rates and investigating options on refinancing bonds.

As permitted by the Bond Resolution for the Auxiliary Bonds of 2008, LSU obtained a municipal bond debt service reserve fund policy as a substitute for the reserve requirement for the bonds. The municipal bond debt service reserve fund policy meets the definition as a “Reserve Fund Investment” and guarantees payment of an amount not to exceed \$3,955,306 to fund the Reserve Requirement.

As permitted by the Bond Resolution for the Auxiliary Bonds of 2007, LSU obtained a municipal bond debt service reserve fund policy as a substitute for the Reserve Requirement for the bonds. The municipal bond debt service reserve fund policy meets the definition as a “Reserve Fund Investment” and guarantees payment of an amount not to exceed \$4,590,705 to fund the Reserve Requirement.

As permitted by the Bond Resolution for the Auxiliary Revenue Bonds of 2006, LSU obtained a municipal bond debt service reserve fund policy as a substitute for the Reserve Requirement for the bonds. The municipal bond debt service reserve fund policy meets the definition as a “Reserve Fund Investment” and guarantees payment of an amount not to exceed \$6,825,940 to fund the Reserve Requirement.

As permitted by the Bond Resolution for the Auxiliary Revenue Bonds of 2005 Series A, LSU obtained a surety bond issued by an insurance company as a substitute for the Reserve Requirement for the bonds. The surety bond meets the definition as a “Reserve Fund Investment” and guarantees payment of principal and interest on the bonds when they are due in the event of nonpayment.

As permitted by the Bond Resolution for the Auxiliary Revenue Refunding Bonds, Series 2004, LSU obtained a surety bond issued by an insurance company as a substitute for the reserve requirement for the bonds. The surety bond meets the definition as a “Reserve Fund Investment” and guarantees payment of principal and interest on the bonds when they are due in the event of nonpayment.

As permitted by the Bond Resolution for the Revenue Bonds of 2004, Series B, the University of New Orleans obtained a Municipal Bond Debt Service Reserve Fund Policy issued by an insurance company as a substitute for the Reserve Requirement for the bonds. The insurance policy meets the definition as a “Reserve Fund Investment” and guarantees payment of principal and interest on the bonds when they are due in the event of nonpayment.

As permitted by the Bond Resolution for the Revenue Bonds of 2004, Series A, the University of New Orleans obtained a Municipal Bond Debt Service Reserve Fund Policy issued by an insurance company as a substitute for the reserve requirement for the bonds. The insurance policy meets the definition as a “Reserve Fund Investment” and guarantees payment of principal and interest on the bonds when they are due in the event of nonpayment.

As permitted by the Bond Resolution for the Revenue Bonds, Series 2000, the LSU Health Sciences Center obtained a surety bond issued by an insurance company as a substitute for the reserve requirement for the bonds. The surety bond meets the definition as a “Reserve Fund Investment” and guarantees payment of an amount not to exceed \$1,176,841 to fund the Reserve Requirement.

As permitted by the Bond Resolution for the Revenue and Refunding Bonds, (UNO Wellness Center Project) Series 1998, the university system obtained a surety bond issued by an insurance company as a substitute for the Reserve Requirement for the bonds. The surety bond meets the definition as a “Reserve Fund Investment” and guarantees payment of an amount not to exceed \$1,041,250 to fund the Reserve Requirement.

As permitted by the Bond Resolution for the Auxiliary Revenue Bonds, Series 1998 (LSU at Eunice Project), the university system obtained a surety bond issued by an insurance company as a substitute for the Reserve Requirement for the bonds. The surety bond meets the definition as a “Reserve Fund Investment” and guarantees payment of an amount not to exceed \$134,750 to fund the Reserve Requirement.

Capital Leases

The university system records items under capital leases as assets and obligations in the accompanying financial statements. Assets under capital lease are included as capital assets in note 5. The following is a schedule of future minimum lease payments under capital leases, together with the present value of minimum lease payments at June 30, 2011:

Fiscal Year Ending June 30:	
2012	\$8,056,479
2013	8,079,855
2014	8,212,474
2015	8,587,035
2016	8,253,589
2017-2021	37,227,066
2022-2026	26,917,539
2027-2031	15,416,964
2032-2036	15,597,901
2037-2041	<u>3,120,656</u>
Total minimum lease payments	<u>139,469,558</u>
Less - amount representing interest	<u>(51,923,478)</u>
Present value of net minimum lease payments	<u><u>\$87,546,080</u></u>

LSU System Bonded Indebtedness
As of June 30, 2011

<u>Campuses</u>	<u>Outstanding Bonded Indebtedness</u>	<u>Percent of Total</u>
LSU A&M	384,815,000	85.3%
UNO	22,870,000	5.1%
LSU HSC New Orleans	13,080,000	2.9%
LSU Health Care Services Division	18,630,000	4.1%
LSU Alexandria	4,000,000	0.9%
LSU Eunice	7,507,083	1.7%
Total Campuses	450,902,083	100.0%

Bonded Indebtedness of Campus Affiliated Organizations
As of June 30, 2011

<u>Component Units</u>	<u>Outstanding Bonded Indebtedness</u>	<u>Percent of Total</u>
Tiger Athletic Foundation	123,775,000	72.9%
UNO R & T Foundation	39,185,596	23.1%
LSU Foundation	6,900,000	4.1%
Total Component Units	169,860,596	100.0%

Total Financial Statement Bonds Payable **620,762,679**



Status Report on FY 2011-2012 Supplemental Appropriation Bill and FY 2012-2013 Appropriation

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to paragraph C. of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Summary of the Matter

House Bill 1059, the Supplemental Appropriations Bill provides amended appropriations for the current fiscal year, 2011-2012. The initial submission of the supplemental appropriation bill did not provide for items that pertained to the LSU System institutions or postsecondary education. The House Committee Amendments, however, provided for an additional \$8 million payable out of general fund (direct) to the Board of Regents for distribution to Higher Education institutions for the Group Insurance reduction provided in Act 12 of the 2011 Regular Session.

The bill also includes a \$30 million reduction in state general fund as a result of Executive Order No. BJ 2012-13, Executive Branch – Expenditure Freeze and Executive Order No. BJ 2011-12, Executive Branch – Limited Hiring Freeze. Per the Board of Regents, the amount of the reduction distributed to the LSU System is \$12.7 million.

The amendments also included net self generated budget authority increases for higher education in the amount of \$14.5 million. This \$14.5 million included \$8 million for LSU A&M; \$868 thousand for LSU HSC Shreveport; \$900 thousand for Paul M. Hebert Law Center; (\$700 thousand) for LSU HSC New Orleans; (\$268 thousand) for LSU Alexandria; (\$400 thousand) for LSU Eunice; (\$400 thousand) for LSU Shreveport.

On a related matter, the Revenue Estimating Committee met on April 24, 2012 and adopted a revised FY 2010-2011 revenue forecast that reduces the state general fund revenue estimate for the remainder of this fiscal year by \$204.7 million. The Senate Finance Committee passed Senate Concurrent Resolution 128 which if succeeds would allow the Budget Stabilization Fund to be used to mitigate any further current year deficits.

On February 9, 2012 the Governor presented the FY 2012-2013 Executive budget with various components to address a reported \$895 million shortfall. Although there were many uncertainties about the state budget and the Governor's Executive budget, the executive budget proposed to eliminate the shortfall with use of savings mechanisms as presented by Commissioner Rainwater in a presentation to the Joint Legislative Committee on the Budget in the following fashion:

Proposed Savings Categories	Amount
Reductions in various government departments	\$325M
Absorb mandated and other costs	\$286M
Reduce general fund by maximizing all MOF	\$284M
Total Proposed Savings	\$895M

It is from these general calculations that the funding for Postsecondary Education was derived. It should be recognized that many of these items did not survive as originally proposed, but the Governor's Executive budget was the starting point.

The original FY 12-13 Executive Budget proposed \$2.936 billion total means of financing for Postsecondary Education. The proposed State funding base of \$1,035 billion was provided to the Board of Regents for subsequent distribution to the Systems.

As provided in Attachment 2, general postsecondary education funding appeared to be held basically at a steady state after (1) annualizing the mid-year budget reduction associated with the FY 2012 mid-year deficit, and (2) after non-recurring carryover and one-time expenditures. However, the mechanisms used to achieve this “steady state” included replacing general fund with self generated tuition increases from the GRAD Act and with self generated funds associated with workload adjustments and other approved tuition increases.

On May 5, 2012, the House Appropriation Committee amended the executive budget in response to the April 24th revenue estimating conference that increased the FY 2012-2013 shortfall by \$303.7 million with the major change to postsecondary education being an extraction of \$71 million in general fund to be distributed by the Board of Regents. In addition to this reduction, the committee increased general funds at LSU AgCenter by \$5 million; SU AgCenter by \$100 thousand; and LSU Health Science Center in New Orleans by \$35 thousand.

On May 11, 2012, the bill was debated on the House Floor and an amendment was adopted directing the Commissioner of Administration to reduce the general fund in the bill to extract the one time funds that was included in the bill. The Commissioner has warned that of the \$269 million required reduction; postsecondary education would be assigned ½ or \$134 million.

On May 28th, the Senate Finance Committee met and restored the \$269 general fund reduction for one-time funds and also restored the \$21 million general fund reduction to postsecondary education. In addition to these restorations, the committee increased general funds to the Board of Regents by \$850,000 and increased general funds by \$150,000 to LSU HSC Shreveport for the Louisiana Poison Control Center. The next step is for the full Senate to debate the appropriation bill. As of this summary, the date of that discussion has not yet been scheduled. Staff will update the committee on the outcome of any action by the Senate if necessary at the board’s committee meeting.

2. Review of Documents Related to Referenced Matter

N/A

Attachments

- (1) Summary of FY 2011-2012 Postsecondary Education Operating Budget Overview
- (2) Summary of FY 2012-2013 Postsecondary Education Operating Budget Overview

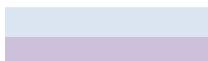
Recommendation

The report provided is for informational purposes only and no Board action is needed.

Attachment 1
FY 2011-2012 Supplemental Appropriation Bill - Post Secondary Education

Institution	EOB - Gen Fund Including Mid-Year Reduction	Reduction due to Expenditure Freeze to be Distributed by BOR	Restoration of OGB Reduction to be Distributed by BOR	Total State General Funds to be Distributed by Regents	SG Budget Authority Adjustment
BOR	105,380,482	(30,000,000)	8,000,000	83,380,482	
Board of Regents	18,744,765	(30,000,000)	8,000,000	(3,255,235)	
LOSFA	84,156,766			84,156,766	
LUMCON	2,478,951			2,478,951	
LCTC SYS	136,037,194			136,037,194	
Baton Rouge CC	11,368,365			11,368,365	
Bossier Parish CC	9,223,994			9,223,994	1,000,000
Delgado CC	30,919,467			30,919,467	2,114,476
L.E. Fletcher Tech. CC	3,203,500			3,203,500	200,000
LCTC BOS	7,014,907			7,014,907	
LCTCS Online	981,221			981,221	
Louisiana Delta CC	4,370,680			4,370,680	1,000,000
Louisiana Tech. College	45,114,445			45,114,445	
Northshore Tech CC	5,600,552			5,600,552	393,097
Nunez CC	3,608,763			3,608,763	
River Parishes CC	3,254,505			3,254,505	
South Louisiana CC	5,135,565			5,135,565	
Sowela Technical CC	6,241,230			6,241,230	
LSU SYS	394,538,680			394,538,680	
EA Conway	9,976,818			9,976,818	
Huey P. Long	10,810,337			10,810,337	
LSU Ag Center	63,296,959			63,296,959	
LSU Alexandria	7,678,428			7,678,428	(267,574)
LSU A&M	144,324,820			144,324,820	8,000,000
LSU BOS	3,990,207			3,990,207	
LSU Eunice	5,694,499			5,694,499	(400,000)
LSU HSC - NO	72,190,702			72,190,702	(700,000)
LSU HSC - S	46,481,844			46,481,844	867,574
LSU Shreveport	10,907,766			10,907,766	(400,000)
Paul M. Hebert Law	6,195,570			6,195,570	900,000
Pennington	12,990,730			12,990,730	
SU SYS	54,570,815			54,570,815	
Southern Ag. Ctr.	2,525,766			2,525,766	
Southern BR	29,413,135			29,413,135	
Southern Law	4,518,081			4,518,081	
Southern N.O.	9,470,248			9,470,248	
Southern S'port	6,392,318			6,392,318	
SU BOS	2,251,267			2,251,267	
UL SYS	319,055,229			319,055,229	
Grambling State	17,530,493			17,530,493	
Louisiana Tech	40,072,642			40,072,642	980,000
McNeese State	25,606,144			25,606,144	
Nicholls State	21,151,967			21,151,967	
Northwestern State	29,273,519			29,273,519	
Southeastern La	45,421,980			45,421,980	850,000
UL BOS	1,523,298			1,523,298	
Univ. of La - Lafayette	61,798,578			61,798,578	
Univ. of La - Monroe	33,879,779			33,879,779	
Univ. of New Orleans	42,796,829			42,796,829	
Grand Total	1,009,582,400	(30,000,000)	8,000,000	987,582,400	14,537,573

Original
House Appropriation

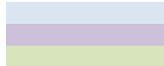


**Attachment 2
FY 2012-2013 Postsecondary Education Operating Budget Overview**

Institution	EOB - Gen Fund Excluding Mid-Year Reduction	Non- Recurring/Program Elim	Increase in TOPS Funding/MOF Swap	Mid-year reduction annualization to be distributed by BOR	Additional general fund to be distributed by BOR	Reduction in general fund to be distributed by BOR	Reduction to be distributed by BOR \$50M +\$21M of Commissioners		Targeted Funding	Elimination of One- time money	Restoration of One- time Money and Commissioner's		Total state general funds to be distributed by Regents	FY 2012-2013 SG carryover reduction	FY 2012-2013 SG GRAD Act increase	Difference	FY 2012-2013 workload adjustments and other tuition increases
							MOF Swap of TOPS/SELF Funds	\$43M discretion			Discretion	Additional SFC Amendments					
BOR	106,704,063	(8,809,088)	55,280,336	(50,000,000)	9,849,140	(27,194,776)	(1,688,868)	(71,000,000)		(134,000,000)	155,000,000	850,000	984,306,143				
Board of Regents	19,753,863	(2,309,088)		(50,000,000)	9,849,140	(27,194,776)	(1,688,868)	(71,000,000)		(134,000,000)	155,000,000	850,000	984,306,143				
LOSFA	84,337,798	(6,500,000)	55,280,336														
LUMCON	2,612,402																
LCTC SYS	143,360,562	(87,744)												(12,303,336)	11,782,000	(521,336)	10,982,882
Baton Rouge CC	12,119,228													(1,211,852)	690,000	(521,852)	
Bossier Parish CC	9,858,843													(935,515)	1,375,000	439,485	1,950,944
Delgado CC	33,152,413													(3,049,468)	3,985,000	935,532	4,742,883
L.E. Fletcher Tech. CC	3,406,645													(310,232)	440,000	129,768	500,000
LCTC BOS	7,193,573																0
LCTCS Online	1,006,212																0
Louisiana Delta CC	4,638,142	(87,744)												(429,395)	500,000	70,605	1,549,408
Louisiana Tech. College	46,818,880													(4,110,471)	2,097,000	(2,013,471)	500,000
Northshore Tech CC	5,832,484													(487,990)	530,000	42,010	1,289,647
Nunez CC	3,803,765													(343,369)	385,000	41,631	300,000
River Parishes CC	3,461,796													(294,314)	430,000	135,686	
South Louisiana CC	5,497,289													(518,465)	800,000	281,535	
Sowela Technical CC	6,571,292													(612,265)	550,000	(62,265)	150,000
LSU SYS	415,778,107	(153,549)												(36,985,695)	30,616,427	(6,369,268)	14,761,894
EA Conway	10,513,906																0
Huey P. Long	11,392,296																0
LSU Ag Center	66,704,460								5,000,000	(94,024)			4,905,976				0
LSU Alexandria	8,091,785	(153,549)												(1,311,862)	854,859	(457,003)	(854,859)
LSU A&M	152,453,175													(10,457,252)	21,925,000	11,467,748	12,600,000
LSU BOS	4,205,015																0
LSU Eunice	6,001,054													(766,415)	703,352	(63,063)	
LSU HSC - NO	76,076,985								35,000				35,000	(15,223,256)	3,118,694	(12,104,562)	857,668
LSU HSC - S	48,984,128												150,000	(7,719,331)	1,191,969	(6,527,362)	1,259,085
LSU Shreveport	11,494,970													(1,436,412)	1,347,417	(88,995)	
Paul M. Hebert Law	6,529,100													(71,167)	1,475,136	1,403,969	900,000
Pennington	13,331,233																0
SU SYS	57,508,556	(1,402,521)												(6,041,233)	4,753,380	(1,287,853)	0
Southern Ag. Ctr.	2,695,128								100,000				100,000				0
Southern BR	31,083,400	(602,019)												(3,573,558)	3,359,147	(214,411)	
Southern Law	4,811,315													(871,387)	606,465	(264,922)	
Southern N.O.	9,932,500	(671,185)												(951,217)	782,498	(168,719)	
Southern S'port	6,686,136	(129,317)												(645,071)	5,270	(639,801)	
SU BOS	2,300,077																0
UL SYS	336,231,111	(1,919,186)												(41,916,248)	40,245,565	(1,670,683)	950,000
Grambling State	18,474,222	(322,965)												(2,512,604)	2,996,532	483,928	
Louisiana Tech	42,229,896													(5,008,831)	6,440,000	1,431,169	
McNeese State	26,984,614													(3,560,956)	3,554,997	(5,959)	950,000
Nicholls State	22,290,653	(225,000)												(2,864,951)	2,564,813	(300,138)	
Northwestern State	30,849,417													(3,962,000)	4,437,916	475,916	
Southeastern La	47,867,208	(733,221)								94,024			94,024	(6,317,585)	6,387,258	69,673	
UL BOS	1,605,302	(300,000)															0
Univ. of La - Lafayette	65,125,416	(338,000)												(8,096,672)	6,677,071	(1,419,601)	
Univ. of La - Monroe	35,703,648													(4,522,973)	3,155,369	(1,367,604)	
Univ. of New Orleans	45,100,735													(5,069,676)	4,031,609	(1,038,067)	
Grand Total	1,059,582,399	(12,372,088)	55,280,336	(50,000,000)	9,849,140	(27,194,776)	(1,688,868)	(71,000,000)	5,135,000	(134,000,000)	155,000,000	1,000,000	989,591,143	(97,246,512)	87,397,372	(9,849,140)	26,694,776

Gov's Executive Budget
House Appropriation
House Floor

Senate Finance





Approval of the FY 2011-2012 Supplemental Appropriation and FY 2012-2013 Appropriation Institution Distribution

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

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

Although House Bill 1059, the FY 2011-2012 Supplemental Appropriations Bill and HB1, the FY 2012-2013 Appropriations Bill have been reviewed and reported by the House, these bills are still at critical junctures in the legislative process that is scheduled to end on Monday, June 4th.

At this point, it is not anticipated that all issues that are associated with the appropriations process will be final for the LSU Board of Supervisors meeting on June the 8th.

3. Review of Documents Related to Referenced Matter

N/A

Attachments:

N/A

Recommendation(s)

It is recommended that the Board consider the resolution set forth below.

WHEREAS, Article VII, Section 5 [D] [4] of the Louisiana Constitution requires the Board of Regents to develop a funding formula as a component of the Master Plan for Public Postsecondary Education for the equitable distribution of funds to the institutions of postsecondary education; and

WHEREAS, Article VIII, Section 12 of the Louisiana Constitution states that appropriations for the institutions of higher education shall be made to their managing boards and the funds appropriated shall be administered by the managing boards and used solely as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that the Board authorizes the Interim President of the LSU System with notice to the Board to act on behalf of the Board in presenting the methodology and distribution of appropriations to the institutions of the LSU System to the Board of Regents, the Legislature or its committees as required between meetings of the Board of Supervisors, and hereby delegates all such authority necessary to accomplish such purposes.

BE IT FURTHER RESOLVED that the actions taken herein constitute approvals of the appropriations, not specific approval of the operating budgets of any budget entity of the LSU System, as required, which approvals remain with the Board or President, each respectively, pursuant to the Bylaws and as provided by law.

IV. 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. Final approval authorizing LSU to issue Auxiliary Revenue Refunding Bonds, in one or more series.
2. Recommendation to approve renovations to Wing 6G, 6H, and 6J in hospital at the Health Sciences Center in Shreveport



**FINAL APPROVAL AUTHORIZING
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE
TO ISSUE AUXILIARY REVENUE REFUNDING BONDS,
IN ONE OR MORE SERIES**

To: Members of the Board of Supervisors

Date: June 8, 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 General Rule: Any matter having a significant fiscal (primary or secondary) or long-term educational or policy matter on the System or any of its campuses or divisions.

1. Summary of Matter

At its April 27, 2012 meeting, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") adopted a resolution (the "Preliminary Resolution") granting preliminary approval to the issuance of its Auxiliary Revenue Refunding Bonds in one or more series (the "Series 2012 Bonds") in an aggregate principal amount not to exceed \$44,500,000, at a fixed rate of interest not to exceed five percent (5%) per annum and for a term not to exceed 30 years for the purpose of providing funds to refund all or a portion of the Board's callable Auxiliary Revenue Bonds, Series 2004B (the "Prior Bonds"). Furthermore, the issuance of the Series 2012 Bonds is anticipated to be approved by the Louisiana State Bond Commission (the "Commission") on May 17, 2012, in an aggregate principal amount not to exceed \$44,000,000.

The Series 2012 Bonds will be secured by and payable solely from revenues derived by the University from Auxiliary Revenues (as defined in the General Bond Resolution, as amended).

The Board, in the Preliminary Resolution, further authorized the preparation of a Fifteenth Supplemental Resolution (the "Fifteenth Supplemental Resolution") to be adopted by the Board prior to the issuance of the Series 2012 Bonds in connection with matters relating to the Series 2012 Bonds and the issuance thereof. The Fifteenth Supplemental Resolution is being presented to the Board for adoption in substantially final form. The further details of the Series 2012 Bonds (including, without limitation, the maturity and the rate or rates of interest) will be fixed by the Fifteenth Supplemental Resolution but cannot be completed until the Series 2012 Bonds are actually priced in the marketplace.

The University requests that the Board delegate to an Authorized Board Representative (as defined in the Fifteenth Supplemental Resolution) the authority to approve the final pricing details of the Series 2012 Bonds.

As previously reported to the Board, the University has selected Morgan Keegan & Company, Inc. to serve as senior managing underwriter of the Series 2012 Bonds. The University has decided it is in the best interest of the Board and the University to add J.P. Morgan Securities LLC and RBC Capital Markets, LLC as co-managing underwriters for the Series 2012 Bonds.

2. Review of Business Plan

The business plans for the departments affected by the refunding of the Prior Bonds (i.e., Residential Life, University Recreation and the Student Union) have all been recently reviewed when more recent bond issues were approved. Each department is projected to generate sufficient revenues to fully cover all projected debt service on the Series 2012 Bonds.

3. Fiscal Impact

This bond issue will not have any direct fiscal impact on the campus. The Series 2012 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,

**DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION
CONCERNING THE UNIVERSITY**

DEMOGRAPHIC INFORMATION

ENROLLMENT

The following table reflects the fall semester head count enrollment at the University.

**UNIVERSITY ENROLLMENT
FALL 2007 THROUGH FALL 2011**

	2007	2008	2009	2010	2011
Undergraduate	23,397	23,400	23,017	23,686	23,980
Graduate and Professional	4,622	4,794	4,975	5,085	5,005
Total	28,019	28,194	27,992	28,771	28,985

Source: University

The following table reflects the applications, admissions and matriculations of new freshmen at the University for the fall semesters.

**NEW FRESHMEN AND TRANSFER APPLICATION STATISTICS OF UNIVERSITY
FALL 2002 THROUGH FALL 2011**

FALL SEMESTER	APPLICATIONS TOTALS	ADMISSIONS TOTALS	MATRICULATION TOTALS
2002	12,397	9,207	6,141
2003	11,916	9,223	6,151
2004	12,908	9,734	6,488
2005	12,830	9,075	5,758
2006	12,008	8,462	5,187
2007	13,100	9,271	5,243
2008	17,064	12,297	5,956
2009	17,938	12,253	5,628
2010	20,511	14,590	6,335
2011	17,141	13,135	6,085

Source: University

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The following table reflects the percentages of new freshmen class at the University returning in the fall of the second through sixth years for the fall semesters.

**RETENTION RATES OF NEW FRESHMEN CLASS OF UNIVERSITY
FALL 2001 THROUGH FALL 2010**

Fall Semester	# of New Freshmen	% Returning Fall of Second Year	% Returning Fall of Third Year	% Returning Fall of Fourth Year	% Returning Fall of Fifth Year	% Returning Fall of Sixth Year
2001	5,216	84.2%	73.5%	67.3%	41.0%	12.8%
2002	5,172	83.8%	72.9%	67.5%	38.6%	11.4%
2003	5,361	85.1%	73.3%	66.8%	38.1%	11.4%
2004	5,696	83.1%	72.0%	65.9%	37.4%	9.5%
2005	4,967	82.6%	72.0%	65.7%	35.1%	8.8%
2006	4,503	84.7%	75.8%	70.7%	34.8%	8.8%
2007	4,582	85.4%	76.5%	70.8%	32.1%	n/a
2008	5,130	83.6%	74.2%	68.8%	n/a	n/a
2009	4,772	84.1%	75.3%	n/a	n/a	n/a
2010	5,475	83.8%	n/a	n/a	n/a	n/a

Source: University

The following table reflects the cumulative percentage of new freshmen at the University graduating after 4, 5 and 6 years for the fall semesters.

**GRADUATION RATES OF NEW FRESHMEN CLASS OF UNIVERSITY
FALL 2002 THROUGH FALL 2011**

Fall Semester	# of New Freshmen	Cumulative % Graduating after 4 Years	Cumulative % Graduating after 5 Years	Cumulative % Graduating after 6 Years
2002	5,172	26.2%	52.3%	58.9%
2003	5,361	26.0%	52.0%	58.9%
2004	5,696	26.2%	53.0%	58.7%
2005	4,967	29.0%	54.0%	59.9%
2006	4,503	33.9%	59.2%	n/a
2007	4,582	37.8%	n/a	n/a
2008	5,130	n/a	n/a	n/a
2009	4,772	n/a	n/a	n/a
2010	5,475	n/a	n/a	n/a
2011	5,278	n/a	n/a	n/a

Source: University

TUITION AND FEES

Tuition and fees account for approximately 29.2% of the total current revenue budget of the University. Tuition and fees are set by the Board. The following table reflects the annual tuition and required fees of full-time resident and nonresident undergraduate students of the University.

**ANNUAL TUITION AND REQUIRED FEES
FULL-TIME UNDERGRADUATE STUDENTS OF UNIVERSITY
ACADEMIC YEARS 2003 THROUGH 2012**

YEAR	RESIDENT	NONRESIDENT
2003	3,536	8,836
2004	3,910	9,210
2005	4,226	11,026
2006	4,419	12,719
2007	4,449	12,749
2008	4,543	12,843
2009	5,086	13,800
2010	5,233	14,383
2011	5,764	16,549
2012	6,354	19,362

Source: University

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HOUSING AND MEALS

Rates for University residence halls and undergraduate apartments range from approximately \$2,590 to \$3,995 per fall and spring semester. Summer term rates are one-half these amounts. Rents for University owned family/graduate student apartments range from approximately \$550 to \$630 per month. Fraternity and sorority house rent and meals average \$2,300 per semester. The cost of dining plans range from approximately \$720 to \$1,760 during the fall and spring semesters and slightly less during the summer term.

The following table reflects the capacity, occupancy and percent of occupancy of the University residence halls and apartments for the fall semesters.

**RESIDENCE HALL AND APARTMENT OCCUPANCY
FALL 2007 THROUGH FALL 2011**

FALL SEMESTER	TYPE	CAPACITY	OCCUPANCY	% OCCUPANCY
2007	Residence Hall	4,483	4,438	99.0%
	Apartments	576	570	98.9%
2008	Residence Hall	4,940	4,831	97.8%
	Apartments	575	570	99.1%
2009	Residence Hall	4,785	4,677	97.6%
	Apartments	570	564	98.9%
2010	Residence Hall	4,697	4,669	99.4%
	Apartments	571	544	95.3%
2011	Residence Hall	5,046	4,817	95.5%
	Apartments	559	505	90.3%

Source: University

FACULTY AND STAFF

There are 1,287 faculty members at the University, 1,221 of which are full-time faculty members and 66 of which are part-time. Seventy-seven percent (77%) of the faculty have doctoral degrees, and eighty-nine percent (89%) of the faculty have terminal degrees. The student-faculty ratio is 23:1. Staff members total 3,463.

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DEGREES

The University is accredited by the Southern Association of Colleges and Schools and offers bachelor's degrees in 70 major fields through the Colleges of Agriculture, Humanities and Social Sciences, Science, Business, Art and Design, Education, Engineering, School of Mass Communication, and the School of Music and Dramatic Arts. Master's degrees in 73 major fields and doctoral degrees in 49 major fields are available through the Graduate School, and a DVM degree through the School of Veterinary Medicine.

Since its first commencement in 1869, the University has awarded nearly 233,000 degrees. The University produces about 25% of Louisiana's graduates with baccalaureate degrees; approximately 23% of the master's degrees; and about 57% of the doctoral degrees. In 2010-11, the University awarded 4,440 Bachelor's degrees, 1,115 Master's degrees, 255 Doctoral degrees and 75 degrees in Veterinary Medicine, for a total of 5,885 degrees awarded.

FINANCIAL AID

During the 2010-11 academic year, approximately 79% of the University's students received some form of financial aid. The total amount of this financial aid in the 2010-11 academic year was over \$276 million. Of this amount, 49% was derived from federal sources, 23% was derived from institutional sources, 8% was derived from private sources, and 20% was derived from state sources.

PRIVATE SUPPORT

The LSU Alumni Association, the LSU Foundation, and the Tiger Athletic Foundation actively seek support from the private sector to supplement State appropriations.

Alumni gifts generated through the association are used to support academic scholarships, alumni professorships, student jobs, faculty awards, and alumni programs, reunions, and publications. In calendar year 2010 the Alumni Association received more than \$2.5 million from alumni and friends.

Private giving through the LSU Foundation focuses on building its endowment for the University's benefit and on gifts designated for specific purposes in the colleges and schools within the University, including professorships, scholarships, library and museum acquisitions, equipment and facilities, distinguished faculty chairs and fellowships, and other purposes that cannot be supported entirely with State funds. In fiscal year 2011, the LSU Foundation received approximately \$21.6 million in cash contributions. The LSU Foundation's endowed funds were valued at approximately \$362 million at June 30, 2011.

The contributions to the Tiger Athletic Foundation benefit every athlete and team at LSU through scholarship and academic awards, as well as through the construction and maintenance of athletic facilities. For the calendar year 2010, the Tiger Athletic Foundation received over \$34.4 million in cash contributions.

COMPUTERS

The University maintains a state-of-the-art information technology environment supporting approximately 35,000 users involved in instructional, research and administrative computing. The University's technology infrastructure includes an enterprise server system to support administrative services, multiple high performance computing clusters, a 10 gig Ethernet network with multiple Internet paths, content and learning management systems, nearly 200 multimedia classrooms and secure Wi-Fi coverage for the campus.

Information technology facilities serving the campus include 4 computer labs housing more than 500 networked personal computers and workstations, a faculty technology center, and a visualization services center. Software resources available to the LSU community include Microsoft, Adobe and other commercial software products, as well as an extensive selection of open source packages distributed through a University Web-based software library.

LIBRARIES

The LSU Libraries provides resources to support the instructional and research programs of the University. The libraries rank 48th in size among the top research libraries in the U.S. and Canada, with holdings of 4.1 million volumes and annual expenditures of \$11.6 million. The libraries comprise the main collection in Middleton Library, Special Collections in Hill Memorial Library, the Veterinary Medicine Library in the School of Veterinary Medicine, Law Library in the Law Center, and the Cartographic Information Center in Howe-Russell. The university libraries have been designated a regional depository for U.S. Government documents, a United Nations Depository, a Patent/Trademark Depository, and a Louisiana documents depository. The University Law Library is one of the finest in the U.S. Its foreign and comparative law collection has been described by the American Bar Association accreditation committee as a "national treasure".

Special Collection includes the Louisiana and Lower Mississippi Valley Collection (LLMVC), the Rare Book Collection, and the E.A. McIlhenny Natural history Collections, in addition to more than a dozen smaller specialized collections. Comprising the largest accumulation of materials on Louisiana and the lower Mississippi Valley in existence, LLMVC is an international center for researchers studying the region. Special strengths in other collections include natural history, especially ornithology and botany; and 18th century British literature and history; and modern fine printing and book arts. Special Collections has contributed more than 35 collections of primary source materials to the Louisiana Digital Library and more than 100,000 pages of historical Louisiana newspapers to *Chronicling America*, both of which are freely available to the public.

LSU Libraries was one of the founding library systems in the creation of LOUIS: the Louisiana Library Network, a partnership of public and private academic libraries in the state.

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RESEARCH

As the Flagship Institution in the state, the University is the State's primary center for research. University researchers are at the forefront in developing new technology and programs, providing education and training for the State's population, and developing a new generation of leadership to take the State into the next century.

Research is conducted by faculty in academic departments and through research centers, institutes, and other special units. At any given time, approximately 1,000 sponsored research projects are underway at the University. In addition, faculty members pursue numerous research projects that are not sponsored by outside agencies, as do many graduate students.

ATHLETICS

The University's athletic teams, the LSU Tigers, draw some of the largest crowds in all of college athletics. Sellout crowds are the norm at Tiger Stadium and the Tigers annually lead or rank among the nation's leaders in baseball attendance. The Pete Maravich Assembly Center accommodates large crowds for basketball, gymnastics, volleyball and other events.

The University offers intercollegiate sports programs for men and woman in 20 sports and is a charter member of the Southeastern Conference.

The University's athletic facilities include Tiger Stadium (seating 92,400 with 70 box suites, consisting of 3,600 club level seats), Bernie Moore Track Stadium (5,680), Alex Box Stadium (10,150), Pete Maravich Assembly Center (13,250), the Field House, Natatorium, Tiger Soccer Complex and Tiger Softball Park.

LSU has achieved dominance in the sports of baseball and track and field while the football team was the first program in the country to win the BCS Championship multiple times. With increased emphasis on women's athletics in the last decade, LSU is competitive across the board in the Southeastern Conference.

The University's athletic program has a national reputation for its facilities and operation. The Pete Maravich Assembly Center has been the site of the SEC Basketball Tournament and will host a NCAA Regional Tournament for the fourth time in 2012. Alex Box Stadium has hosted the NCAA Baseball regional Tournament on numerous occasions and Dub Robinson Tennis Stadium is a frequent host of the NCAA Tennis Regional Tournament. Bernie Moore Track Stadium has hosted the NCAA Outdoor Track and Field Championships twice and will play host to the 2012 SEC Outdoor Track and Field Championships.

The 2010-11 athletic year was highlighted by members of the LSU Men's and Women's golf teams winning the NCAA individual championship and the LSU football team winning the 2011 AT&T Cotton Bowl Classic. In all, LSU had six teams finish the year ranked among the top 10 in the nation and a total of eight teams finished in the top 25.

SUMMARY FINANCIAL INFORMATION

OPERATING BUDGET AND STATE APPROPRIATIONS

Less than half of the University's current unrestricted revenues are derived from State appropriations. The constitution and statutes of the State require the Board of Regents to design a formula (the "Formula") providing for the distribution of State tax revenues to institutions of higher education. The Board of Regents (the "Board of Regents") is a constitutionally created board whose powers include budgetary responsibility for all public institutions of higher education.

The Formula was last revised in preparation for the Appropriations Request for 2011-2012. The revised Formula was developed to incentivize student success, transfer and articulation, workforce competitiveness and economic development. The goal to fund institutions at the average of peers in the southern region remains in the current formula.

While including elements of the previous formula, the current formula is more focused on the "rewarding" of performance. The revisions shifted a large portion (25%) of the institutions' state funding to a performance model with allocations driven by many newly developed metrics. The percentage that is performance-based is one of the largest in the nation and while a phase in was envisioned in the design, no phase in was applied in implementation. The cost component of the funding formula, which was built on solid policy driven calculations based on best practices used in other states, was reduced to 75% of the total funding. This formula was developed to give Louisiana a performance-based model that focuses on results, increasing numbers of degrees and certificates awarded, increasing research activity, and addressing workforce and economic development needs.

As with the previous formula, the current model fulfills several of the goals of best practices for funding formulas. Consistent funding and persistent use of the formula will allow institutions to predict their revenue streams based on campus performance improvements and budget with a greater level of certainty.

The official budget request for postsecondary education, as envisioned by the state constitution and prescribed by law, outlines how the existing system should be supported. The formula serves as the representation of the funding level determined appropriate for providing adequate financial support for the operations of postsecondary institutions. The Board of Regents annually submits a request to the Division of Administration, Office of the Governor (the "Division"), and to the Legislature for full funding of the Formula.

The 2011 Legislature funded the Formula for FY 11-12 in the amount of \$152,453,174 in State General Funds for the Baton Rouge campus. To help offset the reduction in temporary Federal American Recovery & Reinvestment Act (ARRA) stimulus funds, the Legislature approved a tuition increase plan. The colleges and universities are not in a position to itemize their budgets until the level of the Formula is established. Consequently, the Legislature appropriates lump sums to the managing boards of the various colleges and universities which then submit itemized budgets to the Board of Regents for review. These budgets are then transmitted to the Division and the Joint Legislative Committee on the Budget for consideration.

Self-generated revenues of public colleges and universities can be categorized as either restricted revenues or non-restricted revenues. All revenues are audited annually and reported in the audited financial statement of the University.

The following table reflects total State general fund appropriations to State higher education, to the LSU System and to the University. It also displays the ratio of State general fund appropriations to the LSU System as a percentage of total State general fund appropriations to State higher education; and total State general fund appropriations to the University as a percentage of total State general fund appropriations to the LSU System.

**UNIVERSITY STATE GENERAL FUND APPROPRIATION AND COMPARISON
2003 THROUGH 2012**

Fiscal Year	State Higher Education Total Appropriation		LSU System Total Appropriation	% of State	LSU Total Appropriation	% of System
2003	961,290,067		447,717,063	46.57	159,931,000	35.72
2004	1,045,584,118		499,017,302	47.73	165,796,416	33.22
2005	1,061,896,319		506,167,743	47.66	171,321,400	33.85
2006	1,105,223,718		526,092,788	47.60	177,308,354	33.70
2007	1,161,442,991		557,889,290	48.03	189,722,265	34.01
2008	1,405,823,447		653,171,587	46.46	230,053,696	35.22
2009	1,476,685,807		690,153,744	46.74	234,683,574	34.00
2010	1,031,992,845	*	474,424,047	45.97	167,433,487	35.29
2011	915,709,037	**	430,802,730	47.05	137,750,466	31.98
2012	973,935,513		460,878,841	47.32	152,453,174	33.08

Source: University Operating Budget

The continued receipt of appropriations at current levels cannot be assured

In addition to State funds appropriated for operations of the University, the State has appropriated over \$108 million during the fiscal years 2003 to 2011 for University capital outlay projects.

* In addition to the FY 2010 State General Fund Appropriation the Legislature appropriated the Federal American Recovery and Reinvestment Act (ARRA) as follows: State Higher Education Total Appropriation \$189,000,000; LSU System portion of Total State Appropriation \$91,518,430; and LSU portion of the LSU System appropriation \$38,653,041.

** In addition to the FY 2011 State General Fund Appropriation the Legislature appropriated the Federal American Recovery and Reinvestment Act (ARRA) as follows: State Higher Education Total Appropriation \$289,600,000; LSU System portion of Total State Appropriation \$133,140,481; and LSU portion of the LSU System appropriation \$56,507,987.

**TOTAL REVENUES OF UNIVERSITY BY SOURCE
FISCAL YEARS 2002 THROUGH 2011**

Year	Unrestricted						Restricted		
	State Appropriations ¹		Tuition and Fees		Other Revenues		Auxiliary Enterprises	Restricted Funds	% of total
	Amount	% of total	Amount	% of total	Amount	% of total			
2002	166,304,829	31.0%	111,229,246	20.7%	11,091,659	2.1%	101,612,384	146,213,667	46.2%
2003	175,285,348	31.1%	116,765,440	20.7%	11,852,970	2.1%	103,146,899	156,102,545	46.1%
2004	184,863,866	30.2%	128,727,579	21.0%	14,326,069	2.3%	115,879,191	168,818,607	46.5%
2005	186,179,883	28.2%	149,703,525	22.7%	14,099,132	2.1%	121,663,777	188,655,349	47.0%
2006	190,303,763	26.9%	162,266,981	22.9%	15,252,109	2.2%	129,381,400	210,519,855	48.0%
2007	218,972,831	29.7%	152,877,440	20.7%	20,988,915	2.8%	136,492,751	207,803,517	46.8%
2008	254,238,907	32.3%	151,302,725	19.2%	22,091,575	2.8%	148,693,111	210,068,972	45.7%
2009	250,834,434	30.4%	162,663,891	19.7%	24,793,710	3.0%	166,076,326	220,131,974	46.9%
2010	210,803,301	25.5%	178,433,386	21.6%	22,636,427	2.7%	174,929,606	238,606,409	50.2%
2011	222,655,790	25.5%	212,403,023	24.3%	15,540,418	1.8%	177,386,055	246,004,400	48.4%

Source: University

Note: Excludes LSU Agricultural Center and Paul M. Hebert Law Center.

¹ Reflects actual appropriations received.

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**UNRESTRICTED REVENUES OF UNIVERSITY BY SOURCE
FISCAL YEARS 2002 THROUGH 2011**

Year	State Appropriations		Tuition and Fees		Other Revenues		Total
	Amount	% of total	Amount	% of total	Amount	% of total	
2002	166,304,829	57.6%	111,229,246	38.5%	11,091,659	3.9%	288,625,734
2003	175,285,348	57.7%	116,765,440	38.4%	11,852,970	3.9%	303,903,758
2004	184,863,866	56.4%	128,727,579	39.2%	14,326,069	4.4%	327,917,514
2005	186,179,883	53.2%	149,703,525	42.8%	14,099,132	4.0%	349,982,540
2006	190,303,763	51.7%	162,266,981	44.1%	15,252,109	4.2%	367,822,853
2007	218,972,831	55.7%	152,877,440	38.9%	20,988,915	5.4%	392,839,186
2008	254,238,907	59.4%	151,302,725	35.4%	22,091,575	5.2%	427,633,207
2009	250,834,434	57.2%	162,663,891	37.1%	24,793,710	5.7%	438,292,035
2010	210,803,301	51.2%	178,433,386	43.3%	22,636,427	5.5%	411,873,114
2011	222,655,790	49.4%	212,403,023	47.1%	15,540,418	3.5%	450,599,231

Source: University

Note: Excludes LSU Agricultural Center and Paul M. Hebert Law Center.

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**RESTRICTED REVENUES OF UNIVERSITY BY SOURCE
FISCAL YEARS 2002 THROUGH 2011**

<u>Year</u>	<u>Tuition and Fees</u>		<u>Grants and Contracts</u>						<u>Other</u>		<u>Total</u>
			<u>State and Local</u>		<u>Federal</u>		<u>Private</u>				
	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	
2002	12,784,901	8.7%	25,533,682	17.5%	71,931,423	49.2%	9,168,788	6.3%	26,794,873	18.3%	146,213,667
2003	12,467,621	8.0%	29,868,791	19.1%	76,599,650	49.1%	9,808,487	6.3%	27,357,996	17.5%	156,102,545
2004	13,928,131	8.3%	30,798,492	18.2%	84,070,329	49.8%	10,087,115	6.0%	29,934,540	17.7%	168,818,607
2005	16,614,360	8.8%	35,882,505	19.0%	93,810,078	49.7%	9,453,812	5.0%	32,894,594	17.5%	188,655,349
2006	19,444,327	9.2%	35,889,003	17.1%	105,026,888	49.9%	10,720,835	5.1%	39,438,802	18.7%	210,519,855
2007	18,709,993	9.0%	38,822,459	18.7%	99,245,784	47.7%	11,392,907	5.5%	39,632,374	19.1%	207,803,517
2008	17,675,192	8.4%	40,674,121	19.4%	97,331,702	46.3%	12,199,306	5.8%	42,188,651	20.1%	210,068,972
2009	20,393,159	9.2%	43,346,599	19.7%	99,669,384	45.3%	13,357,905	6.1%	43,364,927	19.7%	220,131,974
2010	17,903,460	7.5%	38,464,684	16.1%	119,243,763	50.0%	15,280,834	6.4%	47,713,668	20.0%	238,606,409
2011	19,198,183	7.8%	35,280,791	14.4%	113,454,350	46.1%	17,763,734	7.2%	60,307,342	24.5%	246,004,400

Source: University

Note: Excludes LSU Agricultural Center and Paul M. Hebert Law Center.

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LOUISIANA STATE UNIVERSITY
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2011 AND 2010

	2011	2010
OPERATING REVENUES		
Student tuition and fees	\$ 233,570,802	\$ 201,322,072
Less scholarship allowances	(43,184,183)	(33,675,653)
Net student tuition and fees	190,386,619	167,646,419
Federal appropriations	-	-
Federal grants and contracts	86,448,839	96,032,668
ARRA revenues	6,569,124	4,446,830
State and local grants and contracts	33,120,046	37,174,626
Nongovernmental grants and contracts	17,086,359	15,045,428
Sales and services of educational departments	17,845,030	13,805,540
Auxiliary enterprise revenues, including revenues pledged as security for bond issues	160,452,590	156,894,692
Less scholarship allowances	(13,624,461)	(10,208,874)
Net auxiliary revenues	146,828,129	146,685,818
Other operating revenues	7,108,741	8,112,029
Total operating revenues	505,392,887	488,949,358
OPERATING EXPENSES		
Educational and general		
Instruction	229,706,356	230,594,989
Research	130,572,257	134,814,426
Public service	31,597,543	40,181,639
Academic support	73,796,866	65,466,906
Student services	20,390,992	19,717,238
Institutional support	23,191,358	22,918,868
Operation and maintenance of plant	86,191,739	80,491,032
Scholarships and fellowships	33,517,862	31,033,254
Auxiliary enterprises	126,955,686	127,171,733
Other operating expenses	-	-
Total operating expenses	755,920,659	752,390,085
Operating income (loss)	(250,527,772)	(263,440,727)
NONOPERATING REVENUES AND (EXPENSES)		
State appropriations	166,147,803	171,947,836
Gifts	17,334,546	13,689,496
ARRA fiscal stabilization	56,507,987	38,653,041
Federal nonoperating revenues (expenses)	20,374,319	19,136,849
Net investment income (loss)	13,944,497	15,585,324
Interest expense	(20,218,831)	(15,139,336)
Other nonoperating revenues	12,262	(1,290,458)
Net nonoperating revenues (expenses)	254,102,583	242,582,752
Income before other revenues, expenses, gains and losses	3,574,811	(20,857,975)
Capital appropriations	17,967,511	17,628,224
Capital gifts and grants	16,799,557	28,453,363
Additions to permanent endowments	906,658	2,180,740
Other additions, net	(175,154)	2,742,625
Transfer to other System institutions	(2,879,463)	-
Increase (decrease) in net assets	36,193,920	30,146,977
Net assets at beginning of year, restated	540,983,034	512,350,786
Net assets at end of year	\$ 577,176,954	\$ 542,497,763

Source: University

Tables 1 through 9 present an analysis of revenues and expenditures of each of the Auxiliary Enterprises.

TABLE 1
UNIVERSITY STORES
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)

	2011	2010	2009	2008	2007
REVENUES					
Sales and services	\$ 8,396,596	\$ 7,170,593	\$ 7,370,247	\$ 6,484,198	\$ 6,021,461
Interest on investments	544	-	-	-	-
Gross Revenues	8,397,140	7,170,593	7,370,247	6,484,198	6,021,461
EXPENSES					
Cost of goods sold	7,241,522	6,104,612	6,298,002	5,575,560	5,205,487
Salaries	271,731	265,782	224,292	214,658	207,443
Wages	383,669	339,600	292,164	304,763	321,429
Related benefits	197,900	174,811	150,986	157,411	154,381
Administrative charge	53,299	53,612	27,259	24,479	23,913
Supplies and expenses	291,677	188,353	171,062	178,795	233,633
Utilities	13,242	12,301	15,840	18,597	17,328
Depreciation	-	1,350	3,191	1,350	1,350
Total Expenses	8,453,040	7,140,421	7,182,796	6,475,613	6,164,964
REVENUES OVER EXPENSES	\$ (55,900)	\$ 30,172	\$ 187,451	\$ 8,585	\$ (143,503)

Source: University

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TABLE 2
STUDENT MEDIA
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)

	2011	2010	2009	2008	2007
REVENUES					
Sales and services	\$ 855,048	\$ 883,444	\$ 931,401	\$ 871,773	\$ 807,264
Fee allocations	929,715	900,675	902,741	890,798	932,398
Interest on investments	23,593	25,933	29,681	32,992	32,260
Gross Revenues	1,808,356	1,810,052	1,863,823	1,795,563	1,771,922
EXPENSES					
Salaries	441,899	350,729	392,613	405,284	368,682
Wages	518,819	505,398	535,348	479,193	507,675
Related benefits	138,265	121,551	127,687	130,065	112,876
Administrative charge	-	93,191	53,867	53,158	62,388
Supplies and expenses	579,846	614,777	666,763	648,803	634,060
Depreciation	70,602	62,604	55,090	45,905	55,994
Total Expenses	1,749,431	1,748,250	1,831,368	1,762,408	1,741,675
REVENUES OVER EXPENSES	\$ 58,925	\$ 61,802	\$ 32,455	\$ 33,155	\$ 30,247

Source: University

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TABLE 3

**LSU UNION
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)**

	2011	2010	2009	2008	2007
REVENUES					
Bookstore	\$ 1,267,500	\$ 1,170,000	\$ 1,170,000	\$ 1,183,190	\$ 1,170,000
Barber shop	125,980	114,581	114,491	146,915	152,246
Art gallery	14,798	10,287	135	-	25,157
Food services	284,115	274,218	392,978	340,030	390,188
Games area	11,011	13,674	2,621	2,520	21,174
Information and copy center	29,362	27,433	49,478	41,980	42,085
Leisure arts	159,067	200,995	259,660	342,619	360,952
Theater	319,363	35,855	69,214	326,154	309,235
Administration and building services	449,675	403,149	339,039	282,542	296,405
Fee allocations	8,121,275	7,812,085	7,212,352	7,027,787	6,454,890
Interest on investments	267,038	341,433	408,447	372,012	322,695
Gross Revenues	11,049,184	10,403,710	10,018,415	10,065,749	9,545,027
EXPENSES					
Cost of goods sold	10,011	9,704	20,340	14,317	41,320
Salaries	1,299,317	1,087,616	930,215	1,204,900	1,131,911
Wages	1,240,641	1,184,446	1,189,501	1,337,830	1,247,761
Related benefits	678,021	591,160	570,924	638,391	555,140
Supplies and expenses	1,967,301	1,707,027	1,478,590	1,866,152	2,071,838
Utilities and debt service	5,314,671	5,287,776	5,372,534	2,134,938	836,031
Depreciation	18,056	7,675	7,365	17,528	20,769
Total Expenses	10,528,018	9,875,404	9,569,469	7,214,056	5,904,770
REVENUES OVER EXPENSES	\$ 521,166	\$ 528,306	\$ 448,946	\$ 2,851,693	\$ 3,640,257

Source: University

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TABLE 4
GRAPHIC SERVICES
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)

	2011	2010	2009	2008	2007
REVENUES					
Sales and services	\$ 3,893,453	\$ 6,751,531	\$ 7,468,890	\$ 8,110,024	\$ 7,525,878
Interest on investments	29,050	29,470	31,338	20,098	2,809
Gross Revenues	3,922,503	6,781,001	7,500,228	8,130,122	7,528,687
EXPENSES					
Cost of goods sold	756,881	1,770,521	1,263,371	1,564,477	1,522,356
Salaries	479,757	633,820	640,839	574,803	559,310
Wages	719,216	1,599,815	1,780,420	1,642,306	1,737,734
Related benefits	544,823	666,453	701,457	655,637	616,936
Administrative charge	250,524	311,843	196,969	180,190	170,391
Supplies and expenses	1,142,406	1,606,308	2,523,927	2,663,160	2,570,663
Utilities	89,431	85,837	126,494	198,730	167,067
Depreciation	50,281	221,279	228,426	305,987	313,493
Total Expenses	4,033,319	6,895,876	7,461,903	7,785,290	7,657,950
REVENUES OVER EXPENSES	<u>\$ (110,816)</u>	<u>\$ (114,875)</u>	<u>\$ 38,325</u>	<u>\$ 344,832</u>	<u>\$ (129,263)</u>

Source: University

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TABLE 5

**PARKING, TRAFFIC AND TRANSPORTATION
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)**

	2011	2010	2009	2008	2007
REVENUES					
Sales and services	\$ 6,309,576	\$ 6,299,194	\$ 5,666,871	\$ 4,750,889	\$ 4,473,198
Fee allocations	3,974,045	3,570,919	2,753,988	2,546,107	2,253,058
Interest on investments	85,902	114,702	66,367	51,371	82,022
Gross Revenues	10,369,523	9,984,815	8,487,226	7,348,367	6,808,278
EXPENSES					
Salaries	324,590	313,882	327,645	278,712	249,210
Wages	1,976,669	1,914,595	1,863,487	1,763,977	1,559,638
Related benefits	515,052	484,678	493,626	447,685	377,015
Administrative charge	499,241	424,361	220,451	204,248	183,687
Supplies and expenses	4,843,963	4,793,497	3,298,040	3,579,746	3,390,903
Principal and interest	519,300	899,279	807,569	585,254	474,853
Depreciation	59,439	91,329	73,892	94,943	49,228
Total Expenses	8,738,254	8,921,621	7,084,710	6,954,565	6,284,534
REVENUES OVER EXPENSES	\$ 1,631,269	\$ 1,063,194	\$ 1,402,516	\$ 393,802	\$ 523,744

Source: University

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TABLE 6
ATHLETICS
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)

	2011	2010	2009	2008	2007
REVENUES					
Men's sports	\$ 36,366,180	\$ 34,100,278	\$ 36,632,658	\$ 30,754,845	\$ 29,227,809
Women's sports	400,802	476,902	527,676	537,708	658,709
Athletic related activities	12,050,777	12,280,874	11,113,470	10,082,486	9,062,971
Southeastern Conference distribution	19,343,709	18,155,785	12,059,340	11,763,540	10,837,829
Hosted events and postseason activity	1,184,497	1,727,477	1,442,494	2,415,984	1,743,766
Miscellaneous	24,969,924	24,883,073	23,584,783	17,197,091	14,232,354
Interest on investments	1,029,603	1,121,367	1,235,612	1,176,641	910,364
Gross Revenues	95,345,492	92,745,756	86,596,033	73,928,295	66,673,802
EXPENSES					
Salaries	16,239,662	15,663,514	14,908,852	12,565,326	11,396,216
Wages	4,223,046	4,444,297	4,360,223	4,052,603	3,778,754
Related benefits	5,149,871	4,854,650	4,497,484	4,108,813	3,697,580
Supplies and expenses	36,139,198	35,738,945	34,723,868	29,737,893	27,796,192
Utilities and debt service	8,248,877	8,948,883	8,735,669	6,621,738	5,082,941
Athletic related activities	2,218,060	2,826,486	1,841,513	1,301,011	1,085,460
Scholarships	9,627,183	8,512,815	8,099,568	7,433,595	7,030,868
Hosted events and postseason activity	2,173,785	2,706,377	2,616,402	3,836,684	2,376,268
Depreciation	337,393	368,224	385,586	402,890	391,687
Total Expenses	84,357,075	84,064,191	80,169,165	70,060,553	62,635,966
REVENUES OVER EXPENSES	\$ 10,988,417	\$ 8,681,565	\$ 6,426,868	\$ 3,867,742	\$ 4,037,836

Source: University

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TABLE 7

**UNIVERSITY AUXILIARY SERVICES
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)**

	2011	2010	2009	2008	2007
REVENUES					
Sales and services	\$ 470,572	\$ 549,507	\$ 560,840	\$ 537,748	\$ 448,971
Commissions, leases, student meal plans	1,533,516	1,267,514	1,319,845	1,200,097	1,177,463
Interest on investments	111,658	111,899	128,995	111,950	94,632
Gross Revenues	2,115,746	1,928,920	2,009,680	1,849,795	1,721,066
EXPENSES					
Salaries	586,531	575,751	582,254	549,296	532,698
Wages	51,372	55,528	50,782	82,713	61,177
Related benefits	192,221	172,992	185,781	175,531	161,044
Administrative charge	91,446	95,484	52,494	48,632	50,945
Supplies and expenses	666,191	551,151	470,151	493,565	723,319
Utilities	13,619	27,523	161,493	34,634	(38,433)
Depreciation	25,763	24,411	23,523	27,204	28,619
Total Expenses	1,627,143	1,502,840	1,526,478	1,411,575	1,519,369
REVENUES OVER EXPENSES	\$ 488,603	\$ 426,080	\$ 483,202	\$ 438,220	\$ 201,697

Source: University

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TABLE 8

**RESIDENTIAL LIFE
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)**

	2011	2010	2009	2008	2007
REVENUES					
Residence halls	\$ 27,785,348	\$ 26,335,390	\$ 25,042,574	\$ 21,956,824	\$ 20,645,341
Apartments	3,357,844	3,357,615	3,242,714	3,182,243	2,992,793
Greek housing	45,155	42,019	43,236	42,496	43,214
LSU cable TV	729,318	739,594	749,501	714,570	713,943
Miscellaneous	512,172	549,236	420,853	419,075	413,852
Interest on investments	488,448	528,318	707,065	890,223	800,539
Gross Revenues	32,918,285	31,552,172	30,205,943	27,205,431	25,609,682
EXPENSES					
Salaries	2,166,370	2,112,633	1,917,950	1,701,906	1,637,508
Wages	5,213,556	5,104,422	5,141,046	4,725,755	4,271,942
Related benefits	1,915,396	1,812,469	1,755,041	1,620,208	1,456,558
Supplies and expenses	5,925,135	5,705,398	5,185,252	5,436,736	5,427,743
Utilities	3,064,604	3,210,839	3,748,244	3,658,764	3,635,445
Principal and interest	7,644,145	7,633,570	6,183,054	4,601,835	1,987,448
Alterations and maintenance	1,400,069	1,222,511	1,497,220	1,514,684	1,539,110
Depreciation	50,789	51,473	56,181	73,505	65,887
Total Expenses	27,380,064	26,853,315	25,483,988	23,333,393	20,021,641
REVENUES OVER EXPENSES	\$ 5,538,221	\$ 4,698,857	\$ 4,721,955	\$ 3,872,038	\$ 5,588,041

Source: University

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TABLE 9

MISCELLANEOUS AUXILIARY ENTERPRISES¹
ANALYSIS OF REVENUES AND EXPENDITURES
FOR THE FISCAL YEARS ENDED JUNE 30TH
(DOLLARS)

	2011	2010	2009	2008	2007
REVENUES					
Sales and services	\$ 3,253,042	\$ 3,441,950	\$ 3,622,786	\$ 3,644,932	\$ 3,505,053
Fee allocations	8,049,077	7,178,720	6,555,091	6,175,755	5,286,656
Interest on investments	157,707	143,460	141,929	136,381	103,532
Gross Revenues	11,459,826	10,764,130	10,319,806	9,957,068	8,895,241
EXPENSES					
Cost of goods sold	887,713	1,027,381	975,841	1,071,915	1,062,023
Salaries	2,978,050	2,838,961	2,935,881	2,743,752	2,609,699
Wages	2,176,263	2,242,136	2,284,800	2,145,460	1,899,857
Related benefits	1,570,461	1,422,798	1,400,618	1,318,198	1,170,235
Administrative charge	485,675	440,697	264,562	223,428	214,073
Supplies and expenses	1,690,156	1,483,288	1,507,546	1,507,981	1,430,072
Utilities	144,491	169,407	193,085	168,626	163,768
Depreciation	112,399	164,367	150,070	145,917	112,094
Total Expenses	10,045,208	9,789,035	9,712,403	9,325,277	8,661,821
REVENUES OVER EXPENSES	\$ 1,414,618	\$ 975,095	\$ 607,403	\$ 631,791	\$ 233,420

Source: University

¹Includes Golf Course, Lab School Cafeteria and Student Health Center

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DRAFT OF 05/03/12
F&J: DEH

\$ _____
**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
AUXILIARY REVENUE REFUNDING BONDS
SERIES 2012**

Baton Rouge, Louisiana
_____, 2012

BOND PURCHASE AGREEMENT

On the basis of the representations contained in this Bond Purchase Agreement and upon the terms and conditions herein contained, the undersigned Morgan Keegan & Company, Inc., or its successor in interest, acting on behalf of itself and the other Underwriters listed on **Exhibit A** hereto (collectively, the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"). This offer is made subject to the Board's written acceptance of this Bond Purchase Agreement on or before 5:00 P.M., Central Time, on the date hereof, as authorized by the Board by its General Bond Resolution adopted on June 17, 1994, as supplemented and amended from time to time (the "General Bond Resolution"), as supplemented by the Fifteenth Supplemental Resolution approved by the Board on _____, 2012 (the "Fifteenth Supplemental Resolution") (the General Bond Resolution as supplemented by the Fifteenth Supplemental Resolution being jointly referred to herein as the "Bond Resolution"), and, if not so accepted and approved, will be subject to withdrawal by the Underwriter upon notice delivered to the Board at any time prior to the acceptance of this Bond Purchase Agreement by the Board.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to such terms in the Bond Resolution or the hereinafter defined Official Statement, unless the context shall clearly indicate otherwise.

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE SERIES 2012 BONDS.

(a) Subject to the terms and conditions and in reliance upon the representations and agreements herein set forth, the Underwriter agrees to purchase from the Board, and the Board hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the Board's \$_____ aggregate principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue and Refunding Bonds, Series 2012 (the "Series 2012 Bonds"). The Series 2012 Bonds shall bear interest at the rates per annum and mature on the dates and in the amounts set forth in the Official Statement (herein defined) and in **Exhibit B** hereto. The purchase price for the Series 2012 Bonds shall be \$_____ (representing \$_____ original principal amount of the

Series 2012 Bonds less \$_____ of Underwriter's discount and plus \$_____ net original issue premium).

(b) Delivery of the Series 2012 Bonds shall be made in New York, New York, at the Closing Time, through the facilities of The Depository Trust Company ("DTC"), 55 Water Street, New York, New York, or at such other place as shall be mutually agreed upon by the Board and the Underwriter. Subject to the terms hereof, it is expected that the Closing shall take place at 10:00 a.m., Baton Rouge, Louisiana time, on _____, 2012 (or such other time or business day as may be mutually agreed upon by the Underwriter and the Board in writing) at the offices of Adams and Reese LLP, 450 Laurel Street, Suite 1900, Baton Rouge, Louisiana 70801. Payment for the Series 2010A Bonds shall be made in lawful money of the United States of America in immediately available federal funds and shall be payable to the Trustee (hereinafter defined) for the account of the Board at 10:00 a.m., Central Time on _____, 2012 or such other date and time as shall be mutually agreed upon by the Board and the Underwriter. The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time." The Series 2012 Bonds shall be delivered in definitive or temporary form as fully registered bonds bearing CUSIP numbers in such denominations as the Underwriter shall specify. There shall be one Series 2012 Bond delivered for each maturity of the Series 2012 Bonds, registered in the name of Cede & Co., as nominee for DTC. Delivery of the Series 2012 Bonds shall be made at the office of the Trustee, and the Trustee shall hold the Series 2012 Bonds as custodian for DTC under its "FAST" system.

(c) The Series 2012 Bonds are to be issued by the Board pursuant to and in accordance with the provisions of the Constitution and laws of the State of Louisiana, particularly Section 2181 through 2193 and 3351(A)(4) of Title 17 and Chapters 13, 13-A and 14-A 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, as amended (collectively, the "Act") and the provisions of the Bond Resolution.

The Series 2012 Bonds shall be described in and shall be issued and secured under and pursuant to the Bond Resolution, under which the principal of, redemption premium, if any, and the interest on the Series 2012 Bonds shall be payable from the Auxiliary Revenues of Louisiana State University and Agricultural and Mechanical College (the "University") and certain Funds and Accounts held by The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), as such Auxiliary Revenues may be modified from time to time, all as provided in the Bond Resolution. The Auxiliary Revenues are pledged by the Board to the payment of the Bonds pursuant to the Bond Resolution.

The Series 2012 Bonds are being issued on a parity with the Board's Auxiliary Revenue Refunding Bonds, Series 2004 dated April 6, 2004 (the "Series 2004 Bonds") and presently outstanding in the amount of \$_____; the Board's Auxiliary Revenue Bonds, Series 2004B dated October 26, 2004 (the "Series 2004B Bonds") and presently outstanding in the amount of \$_____; the Board's Auxiliary Revenue and Refunding Bonds, Series 2005A dated June 2, 2005 (the "Series 2005A Bonds") and presently outstanding in the amount of \$_____; the Board's Auxiliary Revenue Bonds, Series 2006 dated August 9, 2006 (the "Series 2006 Bonds") and presently outstanding in the amount of \$_____; the Board's Auxiliary Revenue Bonds, Series 2007 dated December 11, 2007 (the "Series 2007 Bonds") and presently outstanding in the amount of \$_____; the Board's Auxiliary Revenue Bonds, Series 2008 dated June 27, 2008 (the "Series 2008 Bonds") and presently outstanding in the amount of \$_____;

Bonds, Series 2010A dated June 24, 2010 (the "Series 2010A Bonds") and presently outstanding in the amount of \$_____ ; and the Board's Gulf Opportunity Zone Auxiliary Revenue Bonds, Series 2010B dated June 24, 2010 (the "Series 2010B Bonds") and presently outstanding in the amount of \$_____ (collectively, the "Parity Lien Obligations").

The Series 2012 Bonds are special and limited obligations of the Board payable solely from Auxiliary Revenues. The Series 2012 Bonds 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 and shall contain a recital to that effect. Neither the State nor any agency or political subdivision thereof, other than the Board, shall be obligated to pay the principal of the Series 2012 Bonds or the interest thereon and the Series 2012 Bonds 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, and shall be payable only from Auxiliary Revenues.

The Auxiliary Revenues are pledged to the payment of the Series 2012 Bonds on a parity with the Board's outstanding Series 2004 Bonds, the Series 2004B Bonds, the Series 2005A Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008 Bonds, the Series 2010A Bonds, the Series 2010B Bonds and any Additional Bonds.

The Series 2012 Bonds are issuable as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Series 2012 Bonds will be dated the date of delivery thereof, will bear interest from their dated date. Interest on the Series 2012 Bonds maturing on July 1, 2013 and thereafter is payable on January 1 and July 1 of each year thereafter, commencing [July 1, 2012] (each an "Interest Payment Date"), at the rates per annum set forth in **Exhibit B** hereto.

(d) The proceeds of the Series 2012 Bonds will be used by the Board for the purpose of providing funds to (i) advance refund the callable portion of the Board's \$51,885,000 Auxiliary Revenue Bonds, Series 2004B (the "Prior Bonds"), of which \$46,630,000 in principal amount is currently outstanding (callable portion is \$43,645,000), (ii) fund the Series 2012 Reserve Account, and (iii) pay the costs of issuance of the Series 2012 Bonds.

In order to refund the Prior Bonds, a portion of the proceeds of the Series 2012 Bonds will be deposited and held in the Escrow Deposit Agreement dated the date of delivery of the Series 2012 Bonds between the Board and The Bank of New York Mellon Trust Company, N.A., as escrow agent, (the "Escrow Trustee"). Such deposit will be used to pay principal of and interest on the Prior Bonds to and including their redemption date. In connection therewith, the arithmetical accuracy of certain computations relating to (a) computation of anticipated receipts and principal and interest on the Defeasance Obligations and the anticipated payments of principal and interest to redeem the Prior Bonds, and (b) computation of the yields on the Series 2012 Bonds and the Defeasance Obligations will be examined by _____ (the "Verification Report").

The Series 2004B Bonds maturing January 1, 2013 and January 1, 2014 are not being refunded with the proceeds of the Series 2012 Bonds and will remain outstanding pursuant to the Ninth Supplemental Resolution adopted on September 24, 2004, effective October 26, 2004.

(f) At or before the time of the Board's acceptance hereof, the Board shall have furnished the Underwriter with a copy of the Preliminary Official Statement of the Board relating to the Series 2012 Bonds, dated _____, 2012. Said Preliminary Official Statement, including the cover page and the appendices thereto, is hereinafter called the "Preliminary Official Statement." The Board hereby represents that it has deemed the Preliminary Official Statement to have been final as of its date within the meaning of Rule 15c2-12 ("Rule 15c2-12") under the Securities Exchange Act of 1934, as amended and then in effect. The Board will deliver to the Underwriter as promptly as practicable, but in no event later than _____, 2012, such number of copies of a final Official Statement as the Underwriter may reasonably require in order for the Underwriter to comply with the rules of the Municipal Securities Rulemaking Board ("MSRB") including, without limitation, Rule G-32 and Rule 15c2-12.

(g) The Board consents to the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement relating to the Series 2012 Bonds in connection with the public offering of the Series 2012 Bonds.

(h) In order to assure compliance with the Internal Revenue Code of 1986, as amended, the Board will execute a Tax Compliance Certificate dated the Closing Date (the "Tax Compliance Certificate") by and between the Board and the Trustee.

(i) The Board covenants and agrees to execute a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with the Trustee constituting an undertaking to provide ongoing disclosure about the Board for the benefit of the bondholders on or before the date of delivery of the Series 2012 Bonds, in the form set forth in the Official Statement, with such changes as may be agreed to by the Underwriter.

SECTION 2. REPRESENTATIONS AND AGREEMENTS.

(a) By its execution hereof, the Board hereby represents and agrees with the Underwriter that:

- (i) The Board is a public constitutional corporation, duly created pursuant to the provisions of Article VIII, Section 7(A) of the Constitution of the State of Louisiana. The Board is authorized by the laws of the State of Louisiana, including particularly the Act, and the Bond Resolution, (i) to issue, sell, execute and deliver the Series 2012 Bonds for the purposes specified herein, and (ii) to enter into and perform its obligations under the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Agreement, the Blanket Letter of Representations to DTC (the "Letter of Representations"), the Tax Compliance Certificate and this Bond Purchase Agreement (collectively, the "Board Documents");
- (ii) The Board has complied with all provisions of the Constitution and laws of the State, including the Act, pertaining to the adoption of the Bond Resolution, the issuance and sale of the Series 2012 Bonds and the execution and delivery of the Official Statement, the Board Documents and any and all of the other documents to which the Board shall be a party and agrees to carry out and consummate all transactions contemplated by each of the aforesaid documents;

- (iii) As of the date thereof, the information contained in the Preliminary Official Statement (except for the information under the captions “THE SERIES 2012 BONDS -- Book-Entry Only System,” “RATINGS,” “TAX EXEMPTION,” “LEGAL MATTERS,” “UNDERWRITING,” and “APPENDICES C-1 and C-2-- PROPOSED FORMS OF OPINIONS OF BOND COUNSEL,” (the “Excluded Sections”) with respect to which the Board makes no representation) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;
- (iv) As of the date of this Bond Purchase Agreement and (unless an event occurs of the nature described in Section 2(a)(vi)) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2012 Bonds (as determined in accordance with Section 10 hereof), the information contained in the Official Statement (except for the information under the Excluded Sections, with respect to which the Board makes no representation) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;
- (v) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2012 Bonds (as determined in accordance with Section 10 hereof), the information in the Official Statement (except for the information under the Excluded Sections, with respect to which the Board makes no representation) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;
- (vi) If, during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2012 Bonds (as determined in accordance with Section 10 hereof), the Board becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, it shall notify the Underwriter, and if, in the opinion of the Underwriter, such fact or event requires the preparation and publication of a supplement or amendment to the Official Statement, the Board will, at its expense, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and furnish to the

Underwriter (i) a reasonable number of copies of the supplement or amendment, and (ii) if such notification shall be subsequent to the Closing Date, such legal opinions, certificates, instruments, and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement;

- (vii) The Board has duly authorized all action necessary to be taken for: (i) the issuance and sale of the Series 2012 Bonds upon the terms set forth herein and in the Official Statement; (ii) the use of the Official Statement by the Underwriter and the execution of the Official Statement by the Vice Chancellor for Finance and Administrative Services and CFO for the University; and (iii) the execution, delivery and due performance of this Bond Purchase Agreement, the Board Documents, the Series 2012 Bonds and any and all such other agreements and documents as may be required to be executed, delivered and received by the Board in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement;
- (viii) This Bond Purchase Agreement, the Series 2012 Bonds and the Board Documents will each have been duly authorized, executed and delivered by the Board and, assuming the due authorization, execution and delivery by the other parties thereto, will each be valid and binding obligations of the Board in accordance with their respective terms;
- (ix) The execution and delivery of this Bond Purchase Agreement, the Series 2012 Bonds, the Board Documents and the other agreements contemplated hereby and by the Official Statement, and performance of the provisions thereof, will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, loan, rule or regulation or other instrument to which the Board is subject or by which the Board is or may be bound;
- (x) The Board has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Board is a bond issuer whose arbitrage certifications may not be relied upon;
- (xi) Any certificate signed by any of the Authorized Board Representatives and delivered to the Underwriter shall be deemed a representation by the Board to the Underwriter as to the statements made therein;
- (xii) The Series 2012 Bonds are limited and special obligations of the Board payable from and secured by a pledge of the Auxiliary Revenues of the University, on a parity with the Parity Lien Obligations;
- (xiii) Since the date of the financial statements of the Louisiana State University System contained in the Official Statement, there has not been any material adverse change in the properties, financial position or results of operations of the Board or the

University, whether or not arising from transactions in the ordinary course of business and, since such date, the Board has not entered into any transaction or incurred any liability material to the Board, except to the extent such change, transaction or liability has been disclosed in the Official Statement;

- (xiv) The Board is not in violation in any respect material to the transactions contemplated by the Bond Resolution and has not received notice of any claimed violation material to said transactions (except such violations as heretofore have been specifically disclosed in the Official Statement) of the current Bylaws and Regulations of the Board, or any laws, ordinances, governmental rules or regulations or court or other governmental orders or the terms of any agreement or other instruments to which it is a party or by which it, its properties or operations are bound;
- (xv) No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained and other than any required under "Blue Sky" laws) is required on the part of the Board as a condition to the execution and delivery of the Board Documents, this Bond Purchase Agreement or the performance of the Board's obligations under any of such documents;
- (xvi) The Board has all requisite power to issue the Series 2012 Bonds and has been duly authorized to execute and deliver the Series 2012 Bonds under the terms and provisions of the Bond Resolution;
- (xvii) Neither the execution and delivery of the Series 2012 Bonds nor the fulfillment of or compliance with the terms and conditions of the Series 2012 Bonds, the Board Documents or this Bond Purchase Agreement, except to the extent disclosed in the Official Statement, will conflict with or result in a breach of any of the material terms, conditions or provisions of, or will result, except to the extent disclosed in the Official Statement, in the creation or imposition of any material lien, charge or encumbrance upon any property or assets of the Board or the University pursuant to any indenture, ordinance, loan agreement or other agreement or instrument (other than liens, charges and encumbrances created by the Bond Resolution, the Parity Lien Obligations, as defined in the Bond Resolution) or corporate restrictions to which the Board is a party or by which the Board, or its properties or operations, may be bound, and such action will not, except to the extent disclosed in the Official Statement, result in any material violation of the Bylaws or Regulations of the Board or the provisions of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Board or its properties or operations are subject;
- (xviii) There is no litigation or governmental action, proceeding, inquiry or investigation pending or, to the knowledge of the Board, threatened by governmental authorities or others or to which the Board is a party or of which any property of the Board is subject or, to the knowledge of the Board, any basis for any such action, proceeding, inquiry or investigation, except for matters disclosed in the Official Statement, which,

if determined adversely to the Board, would individually or in the aggregate (a) materially and adversely affect the validity or the enforceability of the Series 2012 Bonds, this Bond Purchase Agreement or any related document or (2) otherwise materially adversely affect the ability of the Board to comply with its obligations under the Series 2012 Bonds, the Board Documents, this Bond Purchase Agreement or any related document. Except as provided in the Official Statement, no litigation, proceedings or investigations are pending or, to the knowledge of the Board, threatened against the Board, except for litigation, proceedings or investigations which the Board believes are nonmeritorious or that insurance coverage provided by applicable insurance policies is adequate to offset any significant liabilities that may result from such action and which would materially adversely affect the Board's ability to comply with its payment obligations under the Series 2012 Bonds;

- (xix) The representations of the Board set forth in the Bond Resolution will be true and correct in all material respects on the effective date thereof;

- (xx) To the extent permitted by law, the Board agrees to reimburse the Underwriter, any member, trustee, officer, official or employee of the Underwriter and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Reimbursable Parties"), for any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any untrue statement or misleading statement of a material fact contained in the Official Statement (other than in the Excluded Sections) concerning the Board or its properties or operations or caused by any omission from the Official Statement of any material fact concerning the Board or its properties or operations necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. In case any action shall be brought against one or more of the Reimbursable Parties based upon the Official Statement (other than with respect to information in the Excluded Sections) and in respect of which reimbursement may be sought against the Board, the Reimbursable Parties shall promptly notify the Board in writing, and the Board shall, to the extent permitted by law, promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. Any one or more of the Reimbursable Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Reimbursable Party or Reimbursable Parties unless employment of such counsel has been specifically authorized by the Board. The Board shall not be bound to make reimbursement for any settlement of any such action effected without its consent by any of the Reimbursable Parties, but, if settled with the consent of the Board or if there be a final judgment for the plaintiff in any such action against the Board or any of the Reimbursable Parties, with or without the consent of the Board, the Board agrees to reimburse the Reimbursable Parties to the extent provided by law and in this Bond Purchase Agreement;

- (xxi) The Board will deliver or cause to be delivered all opinions, certificates and other documents, as provided for in this Bond Purchase Agreement, including, but not limited to, an opinion of its counsel dated as of the Closing Date;
- (xxii) The Board will apply the proceeds from the sale of the Series 2012 Bonds for the purposes specified in the Bond Resolution; and
- (xxiii) The Board will not use the proceeds of the Series 2012 Bonds in any way which would affect the exclusion from gross income of the interest on the Series 2012 Bonds for federal income tax purposes.

(b) The Board will cooperate with the Underwriter in taking all necessary action for the qualification of the Series 2012 Bonds for sale and the determination of their eligibility for investment under the securities or Blue Sky laws of such jurisdictions as the Underwriter designates, with the exception of any jurisdiction where consent to local service of process in suits other than those arising out of the sale of the Series 2012 Bonds is a prerequisite to such qualification, and the continuation of such qualifications in effect so long as required for distribution of the Series 2012 Bonds.

(c) The representations and covenants of or by the Board contained in this Bond Purchase Agreement are given solely for the benefit of the Underwriter and the other Reimbursable Parties referred to herein and their respective successors, assigns, executors and administrators, and no other person, including any registered owner of the Series 2012 Bonds as such, shall acquire or have any right under or by virtue of this Bond Purchase Agreement.

SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS.

The Underwriter's obligations hereunder shall be subject to the accuracy of, and compliance with, the representations and agreements of the Board contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) Concurrently with your acceptance hereof, you shall deliver or cause to be delivered to us an executed copy of this Bond Purchase Agreement.

(b) On the Closing Date, the Series 2012 Bonds (including any opinions attached thereto or printed thereon), the Board Documents, the Preliminary Official Statement and the Official Statement, shall have been duly adopted or authorized, executed and delivered as applicable, each in the form submitted to the Underwriter on the date hereof with only such changes therein as shall be mutually agreed upon by the Underwriter.

(c) At or before the Closing Time, the Underwriter shall have received:

- (i) The opinions, addressed to the Underwriter, and in form and substance satisfactory to the Underwriter and its counsel, dated as of the Closing Date, or a letter, dated as of the Closing Date, addressed to the Underwriter, indicating that the Underwriter may rely upon such opinions as if the same were addressed to the Underwriter, of:

- (A) Adams and Reese LLP, Bond Counsel, substantially in the form attached as Appendix C-1 to the Official Statement, together with the opinions required by Sections 12.01 and 12.02 of the General Bond Resolution and a supplemental opinion each in form and substance satisfactory to the Board, Underwriter and Underwriter's Counsel including a defeasance opinion addressed to the Escrow Trustee, the Trustee and the Underwriter and together with opinions required by Section 13.02 of the General Bond Resolution;
- (B) Foley & Judell, L.L.P., Counsel to the Underwriter;
- (C) **[Adams and Reese LLP,]** Counsel to the Board, in form and substance satisfactory to the Board, the Underwriter, Underwriter's Counsel and Bond Counsel;
- (D) Gregory A. Pletsch & Associates, Counsel to the Trustee, in form and substance satisfactory to the Board, the Underwriter, Underwriter's Counsel and Bond Counsel;
- (E) Gregory A. Pletsch & Associates, Counsel to the Escrow Trustee, in form and substance satisfactory to the Board, the Underwriter, Underwriter's Counsel and Bond Counsel;
- (ii) Certified copies of the resolution of the State Bond Commission of the State reflecting approval of the issuance of the Series 2012 Bonds by the Board;
- (iii) Evidence satisfactory to the Underwriter that the Series 2012 Bonds have received underlying ratings of "A1" and "AA-" respectively from Moody's Investors Service Inc. ("Moody's") and Fitch Ratings ("Fitch") and that such ratings are in effect at the Closing Time; provided, however, the Underwriter in its sole discretion may waive this requirement as a precondition to Closing;
- (iv) Evidence that Form 8038-G has been provided to the Internal Revenue Service;
- (v) Specimen form of the Series 2012 Bonds;
- (vi) Certified copies of the General Bond Resolution and the Fifteenth Supplemental Resolution;
- (vii) Executed copy of the Tax Compliance Certificate, supporting the opinion of Adams and Reese LLP, Bond Counsel, that interest on the Series 2012 Bonds is excluded from gross income for federal income tax purposes;
- (viii) A certificate of an Authorized Board Representative dated as of the Closing Date to the effect that:

(A) As of the date thereof, the information contained in the Official Statement (except for the information under the Excluded Sections) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(B) As of the date of this Bond Purchase Agreement and at all times subsequent thereto up to and including the Closing Date, the information contained in the Official Statement (except for the information under the Excluded Sections) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and

(C) No litigation, except as described in the Official Statement, is pending or, to the knowledge of the Board, threatened, to restrain or enjoin the execution and delivery of the Series 2012 Bonds or the Board Documents or the existence or powers of the Board or the right of the Board to carry out the terms thereof; and the issuance of the Series 2012 Bonds and the execution and delivery of the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated thereby and the compliance by the Board with the provisions thereof will not conflict with or constitute on the part of the Board a material breach of or a default under the By-Laws and Regulations of the Board, as amended, or any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, loan or other instrument to which the Board is subject or by which it is bound;

- (ix) Executed “deemed final” certificate of the Board;
- (x) An executed copy of the Continuing Disclosure Agreement;
- (xi) A copy of the Letter of Representations;
- (xii) A certificate of an authorized representative of the Trustee and Escrow Trustee to the effect that (A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America and duly authorized to accept and execute trusts, with a corporate trust office located in Jacksonville, Florida, and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Louisiana, (B) the Trustee has full right, power and authority to accept the duties enumerated in the Bond Resolution, the Escrow Agreement and to perform its obligations under the Bond Resolution, the Escrow Agreement and the Continuing Disclosure Agreement, (C) the Escrow Agreement, the Tax Compliance Certificate and the Continuing Disclosure Agreement constitute valid and binding obligations of the Trustee in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, (D) the performance of the Trustee of its functions under the Bond Resolution, the

Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Certificate will not result in any violation of the incorporating documents or bylaws of the Trustee, any court order to which the Trustee is subject or any agreement, indenture or other obligation or instrument to which the Trustee is subject or any agreement, indenture or other obligation or instrument to which the Trustee is a party or by which the Trustee is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Trustee is required to be obtained by the Trustee in order to perform its functions under the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Certificate, and (E) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Trustee wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Trustee to perform its obligations under the Bond Resolution, the Escrow Agreement and the Tax Compliance Certificate; and

- (xiii) A certificate of an Authorized Board Representative dated as of the Closing Date evidencing compliance with Section 10.13 of the General Bond Resolution.
- (xiv) Verification Report.
- (xv) An executed copy of the Escrow Agreement.
- (xvi) Such additional certificates, opinions and other documents as the Underwriter, Underwriter's Counsel or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Bond Purchase Agreement and the transactions contemplated hereby and by the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter and Underwriter's Counsel.

SECTION 4. THE UNDERWRITER'S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2012 Bonds by notifying the Board in writing or by electronic means of its election to do so between the date hereof and the Closing Date, if at any time hereafter and prior to the Closing Time:

- (i) Legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof or introduced in or enacted by the legislature of the State, or a decision by a Federal court (including the Tax Court or Claims Court of the United States) or a State court shall be rendered, or a ruling, regulation (proposed, temporary or final) or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other Federal or

State agency shall be made, with respect to the revenues and other property pledged to the payment of the Series 2012 Bonds or with respect to interest received on bonds of the general character of the Series 2012 Bonds, or which would have the effect of changing, directly or indirectly, the Federal or State income tax consequences of interest on bonds of the general character of the Series 2012 Bonds in the hands of the holders thereof, which legislation, ruling, regulation or official statement would, in the Underwriter's reasonable judgment, materially adversely affect the market price of the Series 2012 Bonds;

- (ii) Any legislation, ordinance, rule, regulation or policy statement shall be introduced in or be enacted by any governmental body, department or agency in the State or the Federal government, or a decision by any court of competent jurisdiction within the State or the Federal government shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2012 Bonds;
- (iii) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of the obligations of the general character of the Series 2012 Bonds, or the issuance, offering or sale of the Series 2012 Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the Federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;
- (iv) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Series 2012 Bonds are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Bond Resolution as an indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended and as then in effect;
- (v) Any event shall have occurred, or information become known, which, in the Underwriter's reasonable opinion, makes untrue in any material respect any statement or information contained in the Official Statement (as it may have been previously supplemented or amended) or has the effect that the Official Statement (as it may have been previously supplemented or amended) contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

- (vi) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;
- (vii) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2012 Bonds or obligations of the general character of the Series 2012 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters such as the Underwriter;
- (viii) A general banking moratorium shall have been established by Federal, New York or State authorities;
- (ix) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Board;
- (x) A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2012 Bonds;
- (xi) The President of the United States of America, the Office of Management and Budget, the Department of the Treasury, the Internal Revenue Service, or any other governmental body, department or agency of the United States of America shall take or propose to take any action or implement or propose regulations or rulings which, in the Underwriter's reasonable opinion, materially adversely affect the market price of the Series 2012 Bonds, impact adversely in a material manner upon the Board's ability to apply the proceeds of the Series 2012 Bonds for the purposes for which the Series 2012 Bonds were authorized to be issued or causes the Official Statement (as it may have been previously supplemented or amended pursuant to Section 2(a)(vi) hereof) to be incorrect or misleading in any material respect;
- (xii) The long term ratings assigned to the Series 2012 Bonds shall have been downgraded from [“AA-”] by Fitch or [“A1”] by Moody’s, after the date hereof, the effect of which, in the reasonable judgment of the Underwriter, is to affect materially and adversely the market prices of the Series 2012 Bonds;
- (xiii) The Board shall fail to deliver Official Statements to the Underwriter as provided in Section 1(f) hereof; provided, however, that the Underwriter may not terminate its obligations hereunder as a result of the failure of the Board to deliver such Official Statements unless such failure materially affects the Underwriter's marketing and sale of the Series 2012 Bonds or subjects the Underwriter to

compliance infractions under the Securities and Exchange Commission or the MSRB delivery requirements; or

- (xiv) Failure by the Board to execute the Continuing Disclosure Agreement;

SECTION 5. CONDITIONS OF THE BOARD'S OBLIGATIONS.

The Board's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All of the Board's representations and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter on its own behalf, and shall survive delivery of the Series 2012 Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES.

Whether or not the Series 2012 Bonds are sold by the Board to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Board's obligations hereunder. All expenses and costs of the Board incident to issuing the Series 2012 Bonds (to the extent not included in the purchase price) including, without limitation, the fees and expenses of Bond Counsel, fees and expenses of counsel to the Trustee and Escrow Trustee, fees and expenses of counsel to the Board, the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bond Resolution, this Bond Purchase Agreement and all other agreements and documents contemplated hereby, costs for the preparation of the Verification Report, the fees and expenses of consultants and rating agencies, the State Bond Commission fees, the initial fee of the Trustee in connection with the issuance of the Series 2012 Bonds, the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2012 Bonds, the Official Statement, preparation of any Blue Sky law survey or memorandum and/or legal investment survey shall be paid by the Board.

The Underwriter shall pay (i) the cost of preparing and publishing all advertisements relating to the Series 2012 Bonds upon commencement of the offering of the Series 2012 Bonds; (ii) the cost of the transportation and lodging for officials and representatives of the Underwriter to attend meetings and the Closing; (iii) any fees of the Municipal Securities Rulemaking Board in connection with the issuance of the Series 2012 Bonds; (iv) the cost of obtaining a CUSIP number assignment for the Series 2012 Bonds and (iv) all other expenses incurred by them (including fees and expenses of Counsel for the Underwriter) in connection with the public offering and the distribution of the Series 2012 Bonds.

SECTION 8. NOTICE.

Any notice or other communication to be given to the Board under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, 3810 West Lakeshore Drive, Baton Rouge, Louisiana 70808, Attention: Assistant Vice President and Comptroller for the Louisiana State University System and

to Louisiana State University and Agricultural and Mechanical College, 330 Thomas Boyd Hall, Baton Rouge, Louisiana 70803, Attention: Vice Chancellor for Finance and Administrative Services and CFO; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by mailing or delivering the same to Morgan Keegan & Company, Inc., Public Finance, 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70112.

SECTION 9. APPLICABLE LAW; NONASSIGNABILITY.

This Bond Purchase Agreement shall be governed by the laws of the State of Louisiana. This Bond Purchase Agreement shall not be assigned by any party. The representations, warranties, covenants and obligations of the Underwriter hereunder, and the terms and conditions of this Bond Purchase Agreement shall be binding on the Underwriter.

SECTION 10. DETERMINATION OF END OF UNDERWRITING PERIOD

For purposes of this Bond Purchase Agreement, the "End of the Underwriting Period" for the Series 2012 Bonds shall mean the earlier of (a) the Closing Date, unless the Board has been notified in writing to the contrary by the Underwriter on or prior to the Closing Date, or (b) the date on which the End of the Underwriting Period for the Series 2012 Bonds has occurred under Rule 15c2-12; provided, however, that the Board shall be entitled to treat as the End of the Underwriting Period for the Series 2012 Bonds the date specified in the notice from the Underwriter stating the date which is the End of the Underwriting Period.

The Board may request from the Underwriter from time to time, and the Underwriter shall provide to the Board upon such request, such information as may be reasonably required in order to determine whether the End of the Underwriting Period for the Series 2012 Bonds has occurred under Rule 15c2-12 with respect to the unsold balances of Series 2012 Bonds that were originally sold to the Underwriter for resale to the public and which are held by the Underwriter for resale to the public.

If in the opinion of the Underwriter, for purposes of Rule 15c2-12, the Underwriter does not retain for sale to the public any unsold balance of Series 2012 Bonds originally sold to the Underwriter pursuant to this Bond Purchase Agreement, then the Underwriter shall promptly notify the Board in writing that, in its opinion, the End of the Underwriting Period for the Series 2012 Bonds under Rule 15c2-12 has occurred on a date which shall be set forth in such notification.

SECTION 11. MISCELLANEOUS.

This Bond Purchase Agreement is executed by the Vice Chancellor for Finance and Administrative Services and CFO of the University. By the execution hereof, the parties agree that for the payment of any claim or the performance of any obligation hereunder resort shall be had solely to the Auxiliary Revenues of the Board and no member or officer of the Board or employee of the University shall be personally liable therefor.

The Underwriter agrees that no member or officer of the Board shall be personally liable for the payment of any claim or the performance of any obligation hereunder.

SECTION 12. EXECUTION OF COUNTERPARTS.

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

MORGAN KEEGAN & COMPANY, INC.
or its successor in interest

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

By: _____

John B. Poche
Managing Director

By: _____

Vice Chancellor for Finance
and Administrative Services

EXHIBIT A
UNDERWRITERS

Morgan Keegan & Company, Inc.
or its successor in interest
J. P. Morgan Securities Inc.
RBC Capital Markets Corporation

EXHIBIT B

MATURITY SCHEDULE

SERIES 2012 BONDS

\$ _____ Serial Bonds

<u>Maturity</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
	\$	%	%

\$ _____ % Term Bonds Due July 1, 20____ Yield ____%
\$ _____ % Term Bonds Due July 1, 20____ Yield ____%

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2012

NEW ISSUES – BOOK ENTRY ONLY

RATINGS: See "RATINGS" herein

In the opinion of Adams and Reese LLP, Bond Counsel, assuming compliance with certain covenants designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), under existing law, (i) interest on the Series 2012 Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes, and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax; however, for purposes of computing the federal alternative minimum tax imposed on certain corporations, such interest is taken into account in determining adjusted current earnings. Bond Counsel is further of the opinion that, pursuant to the provisions of the Act existing on the date of delivery of the Series 2012 Bonds and the income therefrom are exempt from taxation in the State of Louisiana. See "TAX EXEMPTION" herein and the proposed forms of opinions of Bond Counsel attached hereto as APPENDIX C.

[LSU LOGO]

\$43,570,000*
**Board of Supervisors
of Louisiana State University
and Agricultural and Mechanical College
Auxiliary Revenue and Refunding Bonds
Series 2012**

Dated: Date of Delivery

Due: July 1 as shown on the inside cover

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") is offering \$43,570,000* of its Auxiliary Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds") pursuant to and secured by a General Bond Resolution adopted by the Board on June 17, 1994, as supplemented and amended (the "General Bond Resolution"), as further supplemented by the Fifteenth Supplemental Resolution approved _____, 2012 and to be executed on and effective on the date of delivery of the Series 2012 Bonds (the "Fifteenth Supplemental Resolution"). The Fifteenth Supplemental Resolution appoints The Bank of New York Mellon Trust Company, N.A., as Trustee and Paying Agent for the Series 2012 Bonds (the "Trustee" or "Paying Agent"). The General Bond Resolution and the Fifteenth Supplemental Resolution are sometimes referred to herein collectively as the "Bond Resolution."

The proceeds of the Series 2012 Bonds will be used by the Board for the purpose of providing funds to (i) advance refund the callable portion of the Board's \$51,885,000 Auxiliary Revenue Bonds, Series 2004B (the "Prior Bonds") of which \$46,630,000 in principal amount is currently outstanding and the callable portion of which is \$42,645,000; (ii) ***** fund the Series 2012 Reserve Account******; and (iii) pay the costs of issuance of the Series 2012 Bonds.

The payment of the principal of, redemption premium, if any, and the interest on the Series 2012 Bonds is secured, subject to certain limitations described herein, by a pledge to the Trustee of the Auxiliary Revenues, defined herein, derived 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, defined herein, at Louisiana State University and Agricultural and Mechanical College (the "University"). The definition of Auxiliary Enterprises may be modified from time to time, as provided in the General Bond Resolution. See "SECURITY FOR THE SERIES 2012 BONDS" and "THE AUXILIARY ENTERPRISES" herein.

Interest on the Series 2012 Bonds maturing on July 1, 2013 and thereafter is payable on January 1 and July 1 of each year, commencing December 1, 2012 and shall be paid by the Trustee to the registered owners thereof by check or draft mailed by the Trustee, when due, to the persons in whose names the Series 2012 Bonds are registered at the close of business on the fifteenth calendar day of the month next preceding the applicable interest payment date.

The Series 2012 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and when issued will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2012 Bonds (the "Securities Depository"). Purchasers will not receive certificates representing their interest in the Series 2012 Bonds purchased. Purchases of the Series 2012 Bonds may be made only in book-entry form in authorized denominations by credit to participating broker-dealers and other institutions on the books of DTC as described herein. Principal, premium, if any, and interest on the Series 2012 Bonds will be payable to the Securities Depository, which will remit such payments in accordance with its normal procedures, as described herein.

The Series 2012 Bonds are subject to extraordinary optional, optional and mandatory sinking fund redemption prior to maturity as described under "THE SERIES 2012 BONDS."

The Series 2012 Bonds are being issued on a parity with the Board's Auxiliary Revenue Refunding Bonds, Series 2004 dated April 6, 2004 (the "Series 2004 Bonds") and presently outstanding in the amount of \$7,335,000; the Board's Auxiliary Revenue Bonds, Series 2004B dated October 26, 2004 (the "Series 2004B Bonds") and presently outstanding in the amount of \$46,630,000; the Board's Auxiliary Revenue and Refunding Bonds, Series 2005A dated June 2, 2005 (the "Series 2005A Bonds") and presently outstanding in the amount of \$8,320,000; the Board's Auxiliary Revenue Bonds, Series 2006 dated August 9, 2006 (the "Series 2006 Bonds") and presently outstanding in the amount of \$93,060,000; the Board's Auxiliary Revenue Bonds, Series 2007 dated December 11, 2007 (the "Series 2007 Bonds") and presently outstanding in the amount of \$67,345,000; the Board's Auxiliary Revenue Bonds, Series 2008 dated June 27, 2008 (the "Series 2008 Bonds") and presently outstanding in the amount of \$43,750,000; the Board's Auxiliary Revenue and Refunding Bonds, Series 2010A dated June 24, 2010 (the "Series 2010A Bonds") and presently outstanding in the amount of \$87,125,000; and the Board's Gulf Opportunity Zone Auxiliary Revenue Bonds, Series 2010B dated June 24, 2010 (the "Series 2010B Bonds") and presently outstanding in the amount of \$31,250,000 (collectively, the "Parity Lien Obligations"). See "SECURITY FOR THE SERIES 2012 BONDS - Parity Lien Obligations" herein.

THE SERIES 2012 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM AUXILIARY REVENUES. THE SERIES 2012 BONDS 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 AND SHALL CONTAIN A RECITAL TO THAT EFFECT. NEITHER THE STATE NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, OTHER THAN THE BOARD, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE SERIES 2012 BONDS OR THE INTEREST THEREON AND THE SERIES 2012 BONDS 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 information contained in this Preliminary Official Statement is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification of the securities laws of any such jurisdiction. As of this date, this Preliminary Official Statement has been deemed final by the Board for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

THE AUXILIARY REVENUES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS ON A PARITY WITH THE BOARD'S OUTSTANDING SERIES 2004 BONDS, SERIES 2004B BONDS, SERIES 2005A BONDS, SERIES 2006 BONDS, SERIES 2007 BONDS, SERIES 2008 BONDS, SERIES 2010A BONDS, SERIES 2010B BONDS AND ANY ADDITIONAL BONDS.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement, including all Appendices attached hereto, to obtain information essential to the making of an informed investment decision.

The Series 2012 Bonds are offered in book-entry only form when, as and if issued by the Board and accepted by the Underwriters, subject to prior sale, withdrawal or modification of the offer without notice, and to the approving opinions by Adams and Reese LLP, Baton Rouge, Louisiana, Bond Counsel. Certain other legal matters will be passed upon for the Board by its counsel, Taylor Porter, L.L.P., Baton Rouge, Louisiana. Certain other legal matters will be passed upon for the Trustee by its counsel, Gregory A. Pletsch & Associates, Baton Rouge, Louisiana. Foley & Judell, L.L.P., Baton Rouge, Louisiana, will pass upon certain matters as counsel to the Underwriters. It is expected that the Series 2012 Bonds in definitive form will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2012.

J.P. MORGAN

RAYMOND JAMES | MORGAN KEEGAN

RBC CAPITAL MARKETS

The date of this Official Statement is _____, 2012

MATURITY SCHEDULE¹
 \$43,570,000
 Board of Supervisors of
 Louisiana State University
 and Agricultural and Mechanical College
 Auxiliary Revenue Refunding Bonds
 Series 2012

\$ _____ Serial Bonds

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP*</u>
	\$ _____	%	%	
\$ _____	_____ %			Term Bonds Due July 1, 20____
\$ _____	_____ %			Term Bonds Due July 1, 20____
				Yield ____%
				Yield ____%

¹Preliminary, subject to change.

^{*}CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc. The data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. The CUSIP numbers are provided for convenience of reference only. Neither the Board nor the Underwriters take any responsibility for the accuracy of such CUSIP numbers.

OFFICIAL STATEMENT

Relating To

\$43,570,000*

**Board of Supervisors
of Louisiana State University
and Agricultural and Mechanical College
Auxiliary Revenue Refunding Bonds
Series 2012**

INTRODUCTORY STATEMENT

The purpose of this Official Statement (including the Cover Page and the Appendices) is to provide certain information concerning the sale of \$43,570,000* aggregate principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds"). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") is a public constitutional corporation created pursuant to the provisions of Article VIII, Section 7(A) of the Constitution of the State of Louisiana of 1974. Pursuant to the provisions of Sections 2181 through 2193 and 3351(A)(4) of Title 17 and Chapters 13, 13-A and 14-A 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, as amended (collectively, the "Act"), the Board is authorized to borrow money and to issue bonds, including refunding bonds, and to pledge fees, rates, rentals, charges or other income and revenues to guarantee payment thereof. See "THE BOARD" and "THE SERIES 2012 BONDS" herein.

The proceeds of the Series 2012 Bonds will be used by the Board for the purpose of providing funds for the benefit of Louisiana State University and Agricultural and Mechanical College (the "University" or "LSU") to (i) advance refund the callable portion of the Board's \$51,885,000 Auxiliary Revenue Bonds, Series 2004B (the "Prior Bonds") of which \$46,630,000 in principal amount is currently outstanding and the callable portion of which is \$42,645,000; (ii) *** fund the Series 2012 Reserve Account****; and (iii) pay the costs of issuance of the Series 2012 Bonds. See "PLAN OF REFUNDING OF THE PRIOR BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Board adopted on June 17, 1994, the General Bond Resolution (as supplemented and/or amended from time to time, the "General Bond Resolution"), as supplemented and amended by the Second Supplemental and Amendatory Resolution (the "Second Supplemental Resolution") adopted by the Board on August 16, 1996, the Third Supplemental and Amendatory Resolution (the "Third Supplemental Resolution") adopted by the Board on December 13, 1996, the Fourth Supplemental and Amendatory Resolution (the "Fourth Supplemental Resolution") adopted by the Board on October 24, 1997, the Sixth Supplemental and Amendatory Resolution (the "Sixth Supplemental Resolution") adopted by the Board on April 14, 2000, the Eighth Supplemental and Amendatory Resolution (the "Eighth Supplemental Resolution") adopted by the Board on October 31, 2003, the Ninth Supplemental Resolution (the "Ninth Supplemental Resolution") adopted by the Board on September 24, 2004, the Tenth Supplemental and Amendatory Resolution (the "Tenth Supplemental Resolution") adopted by the Board on April 15, 2005, the Eleventh Supplemental Resolution adopted by the Board on July 14, 2006 (the "Eleventh Supplemental Resolution"), the Twelfth Supplemental Resolution (the "Twelfth Supplemental Resolution") adopted by the Board on October 5, 2007, the Thirteenth Supplemental

*Preliminary, subject to change.

Resolution (the "Thirteenth Supplemental Resolution") adopted by the Board on June 5, 2008, and the Fourteenth Supplemental Resolution (the "Fourteenth Supplemental Resolution") adopted by the Board on April 25, 2011 to provide for certain matters relating to revenue bonds issued or to be issued from time to time in one or more series and in such principal amounts as is necessary to provide funds for capital improvements to and on behalf of the University's Auxiliary Enterprises, refund obligations of the Board or for any other purpose as may be permitted by the Act.

The Prior Bonds were issued pursuant to the Ninth Supplemental Resolution approved by the Board on September 24, 2004. The trustee and paying agent for the Prior Bonds is The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A. and as formerly known as The Bank of New York Trust Company of Florida, N.A.) (the "Series 2004B Trustee").

The Series 2012 Bonds will be issued pursuant to the General Bond Resolution, as supplemented by the Fifteenth Supplemental Resolution approved by the Board on June 8, 2012 and to be executed and effective on the date of delivery of the Series 2012 Bonds (the "Fifteenth Supplemental Resolution" and, together with the General Bond Resolution, the "Bond Resolution"). Pursuant to the Bond Resolution, The Bank of New York Mellon Trust Company, N.A., is appointed as the trustee and paying agent for the Series 2012 Bonds (the "Trustee" and "Paying Agent").

Pursuant to the Bond Resolution, the Series 2012 Bonds are payable from and secured by a pledge of the Auxiliary Revenues of the University. "Auxiliary Revenues," as defined in the Bond Resolution, means "(i) (a) 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 (as defined in the General Bond Resolution), (b) Lab School Revenues, provided, however, that the Lab School Revenues shall constitute Auxiliary Revenues only for so long as the Series 2002 Bonds and the Series 2005 Bonds are outstanding, and (c) Recreational Sports Fee Revenues, provided, however, that Recreational Sports Fee Revenues shall constitute Auxiliary Revenues only for so long as the Series 2002 Bonds are outstanding; and (ii) all Funds and Accounts held pursuant to the General Bond Resolution, as supplemented, pertaining to a particular Series of Bonds except any fund created to hold monies pending rebate to the United States or for payment of the costs of issuance of Bonds.

AUXILIARY REVENUES DO NOT INCLUDE FUNDS APPROPRIATED TO THE BOARD BY THE LEGISLATURE OF THE STATE OF LOUISIANA (THE "STATE") FROM TIME TO TIME. SEE "THE AUXILIARY ENTERPRISES" HEREIN.

In the Bond Resolution the Board acknowledges that a portion of the proceeds of the Board's Series 2008 Bonds issued pursuant to the Thirteenth Supplemental Resolution have been used to refund in full the Board's Series 2005A Bonds and that a portion of the Board's Series 2010 Bonds issued pursuant to the Fourteenth Supplemental Resolution have been used to refund in full the Board's Series 2002 Bonds and that (i) the Series 2005 Bonds and the Series 2002 Bonds were secured by a pledge of the Auxiliary Revenues, including the Lab School Revenues, and (ii) the Series 2002 Bonds were also secured by a pledge of the Auxiliary Revenues, including the Recreational Sports Fee Revenues. The Board confirms the pledge in the Fifteenth Supplemental Resolution and does therein pledge the Lab School Revenues as security for the payment of the Series 2008 Bonds, Series 2010 Bonds and Series 2012 Bonds and does in the Fifteenth Supplemental Resolution confirm the pledge and does therein pledge Recreational Sports Fee Revenues as security for the payment of the Series 2012 Bonds. Additionally, the Board does hereby confirm that such pledge shall extend to any Additional Bonds issued in the future under the General Bond Resolution to refund or refinance said Series 2008 Bonds, said Series 2010 Bonds or said Series 2012 Bonds. [***TO BE DISCUSSED***]

THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2012 BONDS IS A SPECIAL AND LIMITED OBLIGATION OF THE BOARD PAYABLE SOLELY FROM THE AUXILIARY REVENUES.

The Board may issue Additional Bonds on a parity with the Series 2012 Bonds and the Parity Lien Obligations, to the extent and under the conditions set forth in the General Bond Resolution. See "SECURITY FOR THE SERIES 2012 BONDS - Additional Bonds" herein.

The Series 2012 Bonds are subject to extraordinary optional, optional and mandatory sinking fund redemption prior to maturity as more fully described herein under "THE SERIES 2012 BONDS - Redemption Provisions."

THE SERIES 2012 BONDS SHALL BE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM AUXILIARY REVENUES. THE SERIES 2012 BONDS 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 AND SHALL CONTAIN A RECITAL TO THAT EFFECT. NEITHER THE STATE NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, OTHER THAN THE BOARD, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE SERIES 2012 BONDS OR THE INTEREST THEREON AND THE SERIES 2012 BONDS 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 AUXILIARY REVENUES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS ON A PARITY WITH THE BOARD'S OUTSTANDING PARITY LIEN OBLIGATIONS AND ANY ADDITIONAL BONDS. SEE "SECURITY FOR THE SERIES 2012 BONDS - Parity Lien Obligations" and "Additional Bonds."

For financial information regarding the University, see "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY" and "APPENDIX B - FINANCIAL REPORT OF THE LSU SYSTEM FOR THE YEAR ENDED JUNE 30, 2011."

This Official Statement contains descriptions of, among other matters, the Series 2012 Bonds, the Board, the University, the Bond Resolution, the Continuing Disclosure Agreements and the Bond Purchase Agreement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Bond Resolution are qualified in their entirety by reference to the text of the General Bond Resolution and the Fifteenth Supplemental Resolution, and all references herein to the Series 2012 Bonds are qualified in their entirety by reference to the forms thereof included in the Fifteenth Supplemental Resolution. Until the issuance and delivery of the Series 2012 Bonds, copies of the General Bond Resolution and draft copies of the Fifteenth Supplemental Resolution and other documents described herein may be obtained from Morgan Keegan & Company, Inc., or its successor in interest, 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70112. After delivery of the Series 2012 Bonds, copies of documents in connection with the Series 2012 Bonds will be available for inspection at the corporate trust office of the Trustee located at 10161 Centurion Parkway, Jacksonville, Florida 32256. See "APPENDIX D - DEFINITIONS OF CERTAIN TERMS" and "APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION."

All capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to them in "APPENDIX D - DEFINITIONS OF CERTAIN TERMS."

PLAN OF REFUNDING OF THE PRIOR BONDS

Plan of Refunding

The University will deposit \$_____ * of proceeds of the Series 2012 Bonds to the Escrow Fund created by the Escrow Deposit Agreement dated the date of delivery of the Series 2012 Bonds between the Board and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Trustee") for the purpose of defeasing and advance refunding the Prior Bonds.

The defeasance and advance refunding of the Prior Bonds is being undertaken for the purpose of lowering the total overall cost of debt service to the Board. The moneys required to defease and refund the Prior Bonds will be derived from the proceeds of the sale of the Series 2012 Bonds. Concurrently with the delivery of the Series 2012 Bonds, certain proceeds thereof, shall be irrevocably deposited to the Escrow Fund, pursuant to the Bond Resolution. The bond resolutions authorizing the Prior Bonds, the Bond Resolution and the Escrow Agreement described above require the Escrow Trustee to invest amounts deposited in the Escrow Fund in Defeasance Obligations described therein to effect a defeasance of the Prior Bonds to be refunded. The Escrow Fund will be net funded with a portion of the proceeds of the Series 2012 Bonds, which, together with investment earnings thereon, will be sufficient to pay on July 1, 2014 the principal of, redemption premium and interest on the Prior Bonds as verified by Causey Demgen & Moore Inc. See "APPENDIX G - BONDS TO BE REFUNDED," "VERIFICATION OF COMPUTATIONS" and "SOURCES AND USES OF FUNDS" herein.

Upon the deposit of such moneys into the Escrow Fund, in the opinion of Bond Counsel, the Prior Bonds shall be deemed to be paid and shall no longer be deemed to be outstanding and the holders of the Prior Bonds shall be entitled to payment solely out of the moneys or securities deposited in the Escrow Fund pursuant to the Bond Resolution.

The money and investments held in the Escrow Fund in accordance with the Bond Resolution, all interest or other income thereon, and any proceeds from the disposition thereof will be used only to pay the principal of, redemption premium and interest on the Prior Bonds. See "VERIFICATION OF COMPUTATIONS" herein.

THE BOARD

BOARD OR ITS COUNSEL TO REVIEW AND UPDATE

Powers

The Board is the issuer of the Series 2012 Bonds. The powers of the Board are derived from the Act. The Board manages and supervises [eight institutions] of higher education (the "LSU System"), one of which is the University, the flagship campus of the LSU System located in Baton Rouge, Louisiana. See "THE UNIVERSITY" herein.

The Board approved the Fifteenth Supplemental Resolution on June 8, 2012 authorizing the issuance of the Series 2012 Bonds pursuant to the Act and the Bond Resolution.

*Membership**

Mr. Ronald A. Anderson: Mr. Anderson was initially appointed to the Board on January 9, 1997 and is the president of the Louisiana Farm Bureau Federation. His term will expire June 1, 2014. He represents the Sixth Congressional District.

Dr. Jack A. Andonie: Dr. Andonie was initially appointed to the Board on June 1, 1994 and his current term will end June 1, 2012. Dr. Andonie is a physician in private practice in Metairie, Louisiana and represents the First Congressional District.

Mr. R. Blake Chatelain: Mr. Chatelain was appointed to the Board on July 1, 2008 and is a bank executive. His term will expire on June 1, 2014. Mr. Chatelain represents the Fifth Congressional District.

*Note: The terms of some of the members of the Board will have expired prior to the expected date of delivery of the Series 2012 Bonds. They will continue to serve on the Board until they have either been re-appointed or replaced.

Mr. Garret "Hank" Danos (Chairman): Mr. Danos was appointed to the Board on _____, 20____ and his term ends on June 1, 2016. Mr. Danos is an energy service company executive of Danos & Curole Marine Contractors and he represents the Third Congressional District.

Mr. Anthony G. "Tony" Falterman: Mr. Falterman was appointed to the Board on June 10, 2007 and was the former District Attorney for the 23rd Judicial District covering Ascension, Assumption and St. James parishes. Mr. Falterman represents the Third Congressional District and his term expires on June 1, 2012.

Dr. John George: Dr. George was appointed to the Board on July 12, 2006 and his term expires on June 1, 2012. Dr. George is a physician in Shreveport, Louisiana and represents the Fourth Congressional District.

Mr. Stanley J. Jacobs: Mr. Jacobs was initially appointed to the Board on October 20, 1997 and is an attorney. He represents the First Congressional District. His term will expire on June 1, 2012.

Mr. Alvin Kimble: Mr. Kimble was appointed to the Board on July 12, 2006 and his term will expire on June 1, 2012. He is the owner of telecommunications companies in Louisiana and represents the Sixth Congressional District.

Mrs. Laura A. Leach: Mrs. Leach was initially appointed to the Board on June 1, 1994 and her current term expires June 1, 2012. Mrs. Leach is the secretary/treasurer of an oil and gas exploration company. She represents the Seventh Congressional District.

Mr. Raymond J. Lasseigne: Mr. Lasseigne was appointed to the Board on _____, 20____ and his term will expire on June 1, 2016. Mr. Lasseigne is President and Co-Owner of TMR Exploration, Inc. He represents the Fourth Congressional District.

Mr. Jack E. Lawton, Jr.: Mr. Lawton was appointed to the Board on _____, 20____ and his term ends on June 1, 2016. Mr. Lawton is President of Jack Lawton, L.L.C. He represents the Seventh Congressional District.

Mr. James W. Moore, Jr. (Past Chairman): Mr. Moore was appointed to the Board on July 1, 2008. Mr. Moore's term ends on June 1, 2014. He is a business executive and hotel developer and represents the Fifth Congressional District.

_____: (Student Member) [TO COME].

Mr. J. Stephen Perry: Mr. Perry was appointed to the Board on _____, 20____ and his current term ends June 1, 2016. Mr. Perry is the President/CEO of the New Orleans Metropolitan Convention and Visitors Bureau, Inc. He represents the Second Congressional District.

Mr. Roderick K. West: Mr. West was initially appointed to the Board on September 28, 2000 and his current term ends June 1, 2012. Mr. West is an attorney and utility company executive. He represents the Second Congressional District.

Mr. Robert "Bobby" Yarborough: (Chairman-Elect/Member-at-large) Mr. Yarborough is the member-at-large and he was appointed to the Board on _____, 20____. His current terms ends June 1, 2014. Mr. Yarborough is the Chief Executive Officer and Co-Owner of Manda Fine Meats.

Administrative Officers

Dr. William L. Jenkins: Dr. Jenkins is the Interim President of the LSU System, having been appointed on April 27, 2012 to replace President John Lombardi [***Expand on Lombardi's removal***]. He received a veterinary medicine

degree in 1958 from the University of Pretoria in South Africa and specialist credentials in 1966. He received a Ph.D. from the University of Missouri in Columbia in 1970. He has served on the faculties of the University of Pretoria and Texas A&M University. He also served as Dean of the LSU School of Veterinary Medicine, LSU's Provost and Vice Chancellor for Academic Affairs and LSU's Chancellor.

Dr. Michael V. Martin: Dr. Martin assumed the chancellorship of the University on August 1, 2008. Prior to his appointment as LSU's eighth chancellor, Dr. Martin established a distinguished career in higher education, serving most recently as president of New Mexico State University ("NMSU"). Before arriving at NMSU in 2004, Dr. Martin served for six years as vice president for agriculture and natural resources at the University of Florida. He was elevated to senior vice president of the University of Florida shortly before being selected as NMSU's president. Previously, he was vice president for agricultural policy and the dean of the College of Agricultural, Food and Environmental Sciences at the University of Minnesota. He began his academic career at Oregon State University as a faculty member in the Department of Agricultural and Resource Economics. A native of Crosby, Minn., Dr. Martin earned a bachelor's degree in business and economics and a master's degree in economics at Mankato State College (Minnesota State University) in Minnesota. He received his Ph.D. in applied economics from the University of Minnesota in 1977. In 2007, he received the Justin Smith Morrill Memorial Award, named after the author of the bill creating land-grant universities. An active scholar, Dr. Martin has authored numerous book chapters and articles for academic journals, trade publications and the popular press and recently published pieces for *The Chronicle of Higher Education* and *University Business*.

Mr. Eric N. Monday: Mr. Monday serves as the Vice Chancellor for Finance and Administrative Services at the University. His executive responsibilities include a wide range of business services and auxiliary enterprises that provide the financial, administrative and operational responsibilities for the University. The Division of Finance and Administrative Services consists of more than 1,600 employees and a budget of over \$126 million. Mr. Monday serves as the University's chief financial officer and is the principal advisor to the Chancellor on fiscal and administrative matters. He is a member of the Chancellor's Executive Council, the University Planning Council and the Council of Vice Chancellors. Since its inception in 2006, Mr. Monday has served on the Emergency Operations Center (EOC) Core Committee, a group charged with the establishment and operation of the University's EOC. His areas of interest include business services at colleges and universities, student retention strategies related to finances, public-private university partnerships, intellectual property and licensing of trademarks, ethics in higher education and emergency management at colleges and universities. He has previously served in several other leadership positions at the University, including Interim Vice Chancellor for Student Life and Interim Director for Emergency Operations. He holds a Bachelor of Science Degree in Accounting, a Master's Degree in Public Administration, each from the University, and is currently completing coursework for a Ph.D. from the University.

Ms. Donna K. Torres, CPA: Ms. Torres serves as Associate Vice Chancellor for Finance and Administrative Services. Her area of responsibility is Accounting Services, which performs the day-to-day financial activities, the accounting, reporting and record keeping functions for the University, the Paul M Hebert Law Center, the Agriculture Center, LSU at Alexandria, LSU at Eunice, the LSU System and the Pennington Biomedical Research Center. The divisions included in Accounting Services are Payroll, Accounts Payable & Travel, Bursar Operations, Sponsored Program Accounting and Financial Accounting and Reporting. Ms. Torres holds Bachelor of Science in Accounting and Master of Accounting degrees from the University. She is a licensed Certified Public Accountant, a member of LCPA and AICPA. She previously held the position of Payroll Director for the University. Prior to her employment with the University, Ms. Torres was Vice President and Controller for an insurance administrator and worked in public accounting.

Mr. Danny Mahaffey: Mr. Mahaffey is the Director of Facility Planning for the LSU System. He holds a Bachelor of Architecture degree from the University and is a registered architect. Mr. Mahaffey's area of responsibility is to oversee the capital outlay process and other facility related activities that are submitted to the Board of Supervisors. He previously was in private practice of architecture and was a facility director for a health care system..

THE UNIVERSITY

*****To be reviewed and updated*****

Throughout its 157-year history, the University has served the people of Louisiana, the region, the nation, and the world through extensive, multipurpose programs encompassing instruction, research, and public service. The University offers undergraduate, graduate and professional educational programs for outstanding students from the State, the nation and other countries. Its nationally and internationally recognized efforts in a broad range of research fields create new knowledge and promote economic development. The University's libraries and museums preserve the rich cultural heritage of the State, and scholars and artists at the University contribute to the literature, history, science, technology and arts of the State's culturally diverse community. As the premier university of the State, the mission of the University is the generation, preservation, dissemination and application of knowledge and cultivation of the arts for the benefit of the people of the State, the nation and the global community. Because of its designation as a Carnegie Research University I, the top category of the Carnegie Foundation's ranking of research institutions, the University ranks in the top two percent of the nation's colleges and universities. The Research I designation is shared by only 59 public and 29 private universities in the country. The University is one of a limited number of universities nationwide designated both a land-grant and sea-grant college. The University is the lead institution in the land and space grant consortium and continues to pursue individual space-grant status.

The University was founded in 1855 by the General Assembly of Louisiana as the Louisiana State Seminary of Learning and Military Academy near Pineville, Louisiana. The institution opened January 2, 1860. When the Civil War began, the school's first superintendent, William Tecumseh Sherman, resigned to assume a command in the Union Army.

Fire demolished the Seminary in 1869, and the school was moved to Baton Rouge. In 1870, the Seminary was renamed Louisiana State University. In 1874, under the United States Morrill Act, the Louisiana State Agricultural and Mechanical College was established in New Orleans. The two institutions were merged by the Legislature in 1877 to become Louisiana State University and Agricultural and Mechanical College.

Construction of the present campus in Baton Rouge began in 1922, and the first classes were held in 1926. LSU experienced major growth in the 1930s and 1940s, expanding its student body, curricula and services. During the 1960s, the University began to place increasing emphasis on research.

The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana, the capital of the State, and is bordered on the west by the Mississippi River. The University's more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

Demographic and summary financial information related to the University is attached hereto as APPENDIX A, and the LSU Financial Report of the LSU System for the year ended June 30, 2011, is attached hereto as APPENDIX B.

THE AUXILIARY ENTERPRISES

There exist at the University Auxiliary Enterprises under the control, operation or supervision of the Board, which generate revenues and are operated essentially as self-supporting entities designed to generate revenues sufficient to maintain their operation. In certain years certain Auxiliary Enterprises have produced negative cash flows; however, it is the policy of the Board that each Auxiliary Enterprise is operated essentially as a self supporting entity. Fees, rates, rentals, charges or other receipts or income constituting a major part of the Auxiliary Revenues are generated by these Auxiliary Enterprises and pledged pursuant to the Bond Resolution, are not subject to appropriation by the Legislature and are held in Board accounts outside the State Treasury. The funds and accounts of these Auxiliary Enterprises are, however, audited by the State Legislative Auditor. The Board has the power to restrict the self-

generated revenues of Auxiliary Enterprises which are pledged to the payment of the Series 2012 Bonds issued pursuant to the Bond Resolution.

The Auxiliary Revenues of the University pledged to the payment of Series 2010 Bonds are (i) (a) 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, **[(b) Lab School Revenues, provided, however, that the Lab School Revenues shall constitute Auxiliary Revenues only for so long as the Series 2002 Bonds and the Series 2005 Bonds are outstanding, and (c) Recreational Sports Fee Revenues, provided, however, that Recreational Sports Fee Revenues shall constitute Auxiliary Revenues only for so long as the Series 2002 Bonds are outstanding;]** and (ii) all Funds and Accounts held pursuant to the General Bond Resolution, as supplemented, pertaining to a particular Series of Bonds except any fund created to hold monies pending rebate to the United States or for payment of the costs of issuance of Bonds.

In the Bond Resolution the Board acknowledges that a portion of the proceeds of the Board's Series 2008 Bonds issued pursuant to the Thirteenth Supplemental Resolution have been used to refund in full the Board's Series 2005A Bonds and that a portion of the Board's Series 2010 Bonds issued pursuant to the Fourteenth Supplemental Resolution were used to refund in full the Board's Series 2002 Bonds and that (i) the Series 2005 Bonds and the Series 2002 Bonds were secured by a pledge of the Auxiliary Revenues, including the Lab School Revenues, and (ii) the Series 2002 Bonds were also secured by a pledge of the Auxiliary Revenues, including the Recreational Sports Fee Revenues. The Board confirms the pledge in the Fifteenth Supplemental Resolution and does therein pledge the Lab School Revenues as security for the payment of the Series 2008 Bonds, Series 2010 Bonds and Series 2012 Bonds and does in the Fifteenth Supplemental Resolution confirm the pledge and does therein pledge Recreational Sports Fee Revenues as security for the payment of the Series 2012 Bonds. Additionally, the Board does hereby confirm that such pledge shall extend to any Additional Bonds issued in the future under the General Bond Resolution to refund or refinance said Series 2008 Bonds, said Series 2010 Bonds or said Series 2012 Bonds. *****TO BE DISCUSSED***]**

Auxiliary Revenues do not include funds appropriated to the Board by the Legislature of the State from time to time.

The obligation of the Board to pay Debt Service Requirements from Auxiliary Revenues shall be superior to any other claim on such funds. See "SECURITY FOR THE SERIES 2012 BONDS - Parity Lien Obligations" herein and "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY."

THE SERIES 2012 BONDS

General

The Series 2012 Bonds will be issued pursuant to the Bond Resolution and the Constitution and laws of the State, including the Act, subject to the terms and conditions provided in the Bond Resolution. The principal of, premium, if any, and interest on all Series 2012 Bonds issued under the provisions of the Bond Resolution shall be payable solely from Auxiliary Revenues and shall be entitled to the security and benefit of the Bond Resolution.

The Series 2012 Bonds are issuable as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof, initially in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Series 2012 Bonds will not receive physical delivery of bond certificates. Ownership interests may be acquired in book-entry form only. See "Book-Entry Only System."

For a discussion of how ownership of the Series 2012 Bonds is to be transferred and how principal and interest are to be paid to and credited by DTC while the Series 2012 Bonds are registered in its name, see "Book-Entry Only System" below. So long as such book-entry system is used, only DTC will receive or have the right to receive physical delivery of the Series 2012 Bonds and, except as otherwise provided herein with respect to Beneficial Owners of Beneficial Ownership Interests, Beneficial Owners will not be or be considered to be, and will not have any rights as, owner or holders of the Series 2012 Bonds under the Bond Resolution.

The Series 2012 Bonds will be dated the date of delivery, will mature on July 1 of each year thereafter in the principal amounts indicated on the inside front cover page of this Official Statement and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) from the date of delivery thereof, payable on January 1 and July 1 of each year, (each an "Interest Payment Date") commencing December 1, 2012, at the rates per annum indicated on the inside front cover page hereof.

Each Series 2012 Bond will bear interest from the last Interest Payment Date preceding the date of its authentication and delivery to which interest on the Series 2012 Bonds has been paid, provided, however, that a Series 2012 Bond authenticated and delivered before the first Interest Payment Date will bear interest from the dated date of the Series 2012 Bonds; and provided further that a Series 2012 Bond authenticated and delivered between a Record Date and the Interest Payment Date to which such Record Date relates, inclusive, shall bear interest from such Interest Payment Date, unless interest on the Series 2012 Bonds due on such Interest Payment Date is not paid, in which case such Series 2012 Bonds will bear interest from the last Interest Payment Date preceding the date of its authentication and delivery to which interest on the Series 2012 Bonds has been paid, or if no interest has been paid, from the dated date of the Series 2012 Bonds.

Provisions Applicable if Book-Entry Only System is Terminated

Purchasers of the Series 2012 Bonds will receive principal and interest payments pursuant to the following provisions only if the book-entry only system is terminated. Otherwise, payments and transfers will be made only as described below under "Book-Entry Only System."

Principal of any Series 2012 Bonds which have become due and payable, together with any applicable redemption premium, will be payable only upon presentation and surrender of such Series 2012 Bonds at the principal corporate trust office of the Paying Agent.

Interest on the Series 2012 Bonds (except defaulted interest) will be paid to the Persons who are the Owners of the Series 2012 Bonds at the close of business on the Record Date next preceding the Interest Payment Date. Defaulted interest shall be paid as provided in the General Bond Resolution. Interest shall be paid by check of the Paying Agent mailed on the Interest Payment Date to the Owners at their addresses as they appear on the Bond Register or at such other address as is furnished in writing by an Owner to the Paying Agent prior to the Record Date.

Any Owner of Series 2012 Bonds in an aggregate principal amount of at least \$1,000,000 may, however, elect to have interest payments made to such Owner by wire transfer of Federal Funds. In order to make such election, the Owner must notify the Paying Agent in writing and provide wire transfer instructions prior to the Record Date for the Interest Payment Date on which such wire transfer payments are to commence. Once an election is made, all subsequent interest payments to such Owner shall be by wire transfer, according to the last wire transfer instructions received prior to the Record Date. The Owner may revoke or change such instructions by delivering a written notice to the Paying Agent. Such instructions may also provide for the payment of principal and premium by wire transfer of Federal Funds (following presentation and surrender of the Series 2012 Bonds being paid).

Principal of, premium, if any, and interest on the Series 2012 Bonds shall be payable in such coin or currency of the United States of America which is legal tender for payment of public and private debts.

Each payment of principal of, premium, if any, and interest on Series 2012 Bonds shall be accompanied by notice of the CUSIP number of such Series 2012 Bonds.

Book-Entry Only System

The following information about the book-entry-only system applicable to the Series 2012 Bonds has been supplied by DTC. None of the Board, the Trustee or the Underwriters make any representations, warranties or guarantees with respect to its accuracy or completeness.

DTC will act as securities depository for the Series 2012 Bonds. The Series 2012 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2012 Bond certificate will be issued for each maturity of each Series of the Series 2012 Bonds, in the aggregate principal amounts thereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-US securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2012 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2012 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2012 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2012 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2012 Bonds, except in the event that use of the book-entry system for the Series 2012 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2012 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2012 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2012 Bonds; DTC's records reflect only the identity of the Direct Participants

to whose accounts such Series 2012 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2012 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2012 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2012 Bonds may wish to ascertain that the nominee holding the Series 2012 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2012 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2012 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2012 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2012 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Board or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Trustee, or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2012 Bonds at any time by giving reasonable notice to the Board or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2012 Bonds are required to be printed and delivered.

The Board may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2012 Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Board believes to be reliable, but the Board takes no responsibility for the accuracy thereof.

THE BOARD, THE TRUSTEE AND THE UNDERWRITERS CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2012 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2012 BONDS, (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2012 BONDS, OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES

2012 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BOARD, THE TRUSTEE NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (I) THE SERIES 2012 BONDS; (II) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (III) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE SERIES 2012 BONDS; (IV) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (V) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2012 BONDS; OR (VI) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Exchange and Transfer

As long as the Series 2012 Bonds will be in book-entry form, the transfer and exchange of the Series 2012 Bonds will be made in accordance with the procedures of DTC as more fully described under the caption "Book-Entry Only System" herein. Otherwise the transfer and exchange of Series 2012 Bonds will be made as described in the following paragraph.

The Series 2012 Bonds may be transferred and assigned only upon the registration books maintained by the Paying Agent. Upon surrender for registration of transfer of any Series 2012 Bond, the Paying Agent will register and deliver in the name of the transferee or transferees one or more new fully registered Series 2012 Bonds of Authorized Denominations of the same maturity and like aggregate principal amount. At the option of an Owner, Series 2012 Bonds may be exchanged for other Series 2012 Bonds of Authorized Denominations of the same maturity and like aggregate principal upon surrender at such office. Whenever any Series 2012 Bonds are so surrendered for exchange, the Paying Agent will register and deliver in exchange thereof the Bond or Bonds which the Owner making the exchange will be entitled to receive after receipt of the Series 2012 Bonds to be transferred in proper form. All Series 2012 Bonds presented for registration of transfer or exchange will (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 the Paying Agent, duly executed by the Owner or by such Owner's duly authorized attorney. No charge will be made to the Owner for any exchange or transfer of Series 2012 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 will not be required to issue, register the transfer of or exchange (a) any Series 2012 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 2012 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 2012 Bonds and ending on the date of such redemption. All Series 2012 Bonds delivered upon any registration of transfer or exchange of Series 2012 Bonds will be valid obligations of the Board, evidencing the same debt and entitled to the same benefits under the Bond Resolution as the Series 2012 Bonds surrendered upon authentication thereof by the Paying Agent. Prior to due presentment for registration of transfer of any Series 2012 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 2012 Bond is registered as the absolute owner thereof for all purposes (subject to provisions concerning Special Record Dates) whether or not such Series 2012 Bonds will be overdue, and will not be bound by any notice to the contrary.

Redemption Provisions*

Optional Redemption*

Beginning on or after July 1, 2022, the Board may redeem Series 2012 Bonds maturing on or after July 1, 2023 in whole on any date or in part as selected by the Trustee by lot at the direction of the Board (in denominations of \$5,000 or any integral multiple thereof) from time to time on any Interest Payment Date, at a price equal to the par amount thereof, plus accrued interest to the redemption date.

Extraordinary Optional Redemption Without Premium* The Board may, at any time, redeem all or any part (in Authorized Denominations) of the Series 2012 Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if a particular Auxiliary Facility is damaged, destroyed or taken by eminent domain or sold under the threat of condemnation and the Board elects pursuant to the damage, destruction and condemnation provisions of the General Bond Resolution to use the Net Proceeds of casualty insurance or condemnation or sale under threat of condemnation to redeem Series 2012 Bonds rather than repair, replace, rebuild or restore the Auxiliary Facility. 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 will use its reasonable best efforts to repair, replace, rebuild or restore such Auxiliary Facility; however, should it elect to use Net Proceeds to redeem the Series 2012 Bonds, the Board will give the Trustee at least 35 days' notice of any Extraordinary Optional Redemption described in the above paragraph. The notice will specify the redemption date and the principal amounts and maturities of Series 2012 Bonds to be redeemed.

Mandatory Sinking Fund Redemption*

The Series 2012 Bonds maturing July 1, 20____ shall be subject to mandatory redemption in the following principal amounts ("Sinking Fund Amounts") on the following dates by lot in such manner as shall be determined by the Trustee at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date* <u>(July 1)</u>	Principal <u>Amount*</u>
	\$

**

**Final Maturity

The Series 2012 Bonds maturing July 1, 20____ shall be subject to mandatory redemption in the following principal amounts ("Sinking Fund Amounts") on the following dates by lot in such manner as shall be determined by the Trustee at a redemption price equal to their principal amount plus accrued interest to the redemption date.

*Preliminary, subject to change.

Redemption Date*
(July 1)

Principal
Amount*

\$

**

**Final Maturity

However, if Series 2012 Bonds have been redeemed pursuant to Extraordinary Optional Redemption or Optional Redemption as described above, or if the Board has delivered Series 2012 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 2012 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 2012A Principal Account of the Bond Fund to be used to redeem Series 2012 Bonds pursuant to the Mandatory Sinking Fund Redemption provisions, 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 Series 2012 Bonds, in a principal amount not to exceed the next Sinking Fund Amount, which are presented to it by Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series 2012 Bonds shall not exceed the redemption price of the Series 2012 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 2012 Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series 2012 Bonds. All Series 2012 Bonds so purchased shall be cancelled and applied as a credit (in an amount equal to the principal amount of such Series 2012 Bonds) against the next Sinking Fund Amount.

Notice of Redemption of Series 2012 Bonds At least 30 days, but not more than 60 days, before an Extraordinary Optional or an Optional Redemption date, the Trustee shall mail a notice of redemption to the Owner of each Series 2012 Bond which is to be redeemed. The notice shall be sent by first class, registered or certified mail if the Owner holds \$1,000,000 or more in principal amount of Series 2012 Bonds. The failure of the Trustee to mail notice of redemption to any Owner or any defect in any notice of redemption shall not affect the validity of the redemption of any other Series 2012 Bond.

Each notice of redemption shall state the following with respect to the Series 2012 Bonds being redeemed: (1) the complete name of the Series 2012 Bonds (including Series designation); (2) the redemption date; (3) the redemption price; (4) the date of the notice; (5) the issue date; (6) the interest rate; (7) the maturity date; (8) the CUSIP number; (9) that the Series 2012 Bonds called for redemption must be surrendered to the Trustee to collect the redemption price; (10) the Trustee's name and address; (11) that interest on Series 2012 Bonds called for redemption ceases to accrue on and after the redemption date; and (12) any other items which may be necessary or desirable to comply with regulation or custom.

If less than all the Series 2012 Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series 2012 Bonds or portion thereof to be redeemed. The notice of redemption relative to the Series 2012 Bonds shall state that it is conditioned on there being sufficient money on deposit to pay the full redemption price of the Series 2012 Bonds.

Two Business Days prior to mailing notice to other Series 2012 Bondholders, a copy of each notice of redemption shall be sent by the Trustee by certified or registered mail to DTC or its nominee which holds any Series 2012 Bonds, provided that the Trustee may, in its discretion, provide for overnight, telecopied or other form of notice to DTC acceptable to or requested thereby. The Trustee shall send, on the same date notices are mailed to other Series 2012 Bondholders, a copy of each notice of redemption by registered or certified mail to two national information services which disseminate redemption notices.

If a Series 2012 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 Owner of record of such Series 2012 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 2012 Bonds.

Effect of Redemption If notice of redemption has been duly given as aforesaid and money for the payment of the redemption price of the Series 2012 Bonds or portions thereof to be redeemed is held by the Trustee, then on the redemption date designated in such notice the Series 2012 Bonds or portions thereof so called for redemption shall become payable at the redemption price as specified in such notice; and from and after the redemption date so designated, interest thereon or portions thereof so called for redemption shall cease to accrue, such Series 2012 Bonds or portions thereof shall cease to be entitled to any benefit, protection or security under the Bond Resolution and the Owners of such Series 2012 Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price.

Payment of Redeemed Bonds Notice having been given in the manner provided in the Fifteenth Supplemental Resolution, the Series 2012 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 Series 2012 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 Series 2012 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 Series 2012 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 Series 2012 Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ESTIMATED SOURCES AND USES OF FUNDS*

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Series 2012 Bonds:

Sources of Funds	<u>Series 2012</u>
Principal amount of Series 2012 Bonds	\$ _____
Net Original Issue Premium	_____
 Total Sources of Funds	 \$ <u>_____</u>

*Preliminary, subject to change.

Uses of Funds

Deposit to Escrow Fund	\$ _____
Reserve Account	_____
Costs of Issuance ⁽¹⁾	_____
Total Uses of Funds	\$ _____

⁽¹⁾ Includes Underwriter’s discount, legal fees and expenses, and other costs of issuance.

SECURITY FOR THE SERIES 2012 BONDS

General

Pursuant to the Bond Resolution, the payment of the principal of, redemption premium, if any, and the interest on the Series 2012 Bonds is payable from a pledge to the Trustee of the Auxiliary Revenues on a parity with the Parity Lien Obligations, defined herein, and any Additional Bonds. See “THE AUXILIARY ENTERPRISES” herein.

THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2012 BONDS IS A SPECIAL AND LIMITED OBLIGATION OF THE BOARD PAYABLE SOLELY FROM THE AUXILIARY REVENUES.

THE AUXILIARY REVENUES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS ON A PARITY WITH THE BOARD’S OUTSTANDING PARITY LIEN OBLIGATIONS AND ANY ADDITIONAL BONDS.

PURSUANT TO THE GENERAL BOND RESOLUTION, THE DEFINITION OF AUXILIARY REVENUES MAY BE MODIFIED BY A SUPPLEMENTAL RESOLUTION ADOPTED WITHOUT CONSENT OF THE OWNERS OF THE SERIES 2012 BONDS, PROVIDED NO SUCH MODIFICATION SHALL RESULT IN A MATERIAL ADVERSE CHANGE IN COLLECTIONS OF AUXILIARY REVENUES.

AUXILIARY REVENUES DO NOT INCLUDE FUNDS APPROPRIATED TO THE UNIVERSITY BY THE LEGISLATURE OF THE STATE FROM TIME TO TIME. SEE “THE AUXILIARY ENTERPRISES” HEREIN.

No Superior Pledge

The Board will grant no security interest or lien of any type in the Auxiliary Revenues which is superior to the security interest created by the Bond Resolution for the Series 2012 Bonds and the Parity Lien Obligations and will issue no debt or obligation which is to be paid from Auxiliary Revenues prior to payment of principal of and interest on the Series 2012 Bonds and the Parity Lien Obligations and the other payments required under the Bond Resolution. Except for the Parity Lien Obligations and Additional Bonds authorized pursuant to the Bond Resolution, the Board will 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 the Board pursuant to the Bond Resolution.

*Parity Lien Obligations**

Following the issuance of the Series 2012 Bonds, the Board will have outstanding parity lien obligations (the “Parity Lien Obligations”) in an aggregate principal amount of \$342,170,000. Parity Lien Obligations outstanding as of the expected date of the issuance of the Series 2012 Bonds are as follows:

<u>Description</u>	<u>Outstanding as of the expected date of the issuance of the Series 2012 Bonds</u>
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	

College Auxiliary Refunding Revenue Bonds, Series 2004	\$7,335,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Auxiliary Revenue Bonds, Series 2004B*	3,985,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Auxiliary Revenue and Refunding Bonds, Series 2005A	8,320,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Auxiliary Revenue Bonds, Series 2006	93,060,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Auxiliary Revenue Bonds, Series 2007	67,345,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Auxiliary Revenue Bonds, Series 2008	43,750,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Auxiliary Revenue and Refunding Bonds Series 2010A	87,125,000
Board of Supervisors of Louisiana State University and Agricultural and Mechanical	
College Gulf Opportunity Zone Auxiliary Revenue Bonds Series 2010B	31,250,000
TOTAL	<u>\$ 342,170,000</u>

* Does not include the Prior Bonds, which are being refunded with a portion of the proceeds of the Series 2012 Bonds.
Source: University

For more detail and additional information, including debt service requirements for the Parity Lien Obligations, see “HISTORICAL AUXILIARY REVENUES AND ANNUAL DEBT SERVICE REQUIREMENTS - Annual Debt Service Requirements” and “APPENDIX B - FINANCIAL REPORT OF THE LSU SYSTEM FOR THE YEAR ENDED JUNE 30, 2011”.

Special and Limited Obligations

THE SERIES 2012 BONDS SHALL BE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM AUXILIARY REVENUES. THE SERIES 2012 BONDS 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 AND SHALL CONTAIN A RECITAL TO THAT EFFECT. NEITHER THE STATE NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, OTHER THAN THE BOARD, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE SERIES 2012 BONDS OR THE INTEREST THEREON AND THE SERIES 2012 BONDS 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 AUXILIARY REVENUES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS ON A PARITY WITH THE BOARD’S OUTSTANDING PARITY LIEN OBLIGATIONS AND ANY ADDITIONAL BONDS.

THE FUTURE AVAILABILITY OF AUXILIARY REVENUES IS DEPENDENT UPON THE CONTINUED OPERATION OF THE UNIVERSITY, WHICH IS PRIMARILY FUNDED BY STATE APPROPRIATIONS, NONE OF WHICH ARE PLEDGED TO, NOR AVAILABLE FOR, THE PAYMENT OF THE SERIES 2012 BONDS.

Rate Maintenance Covenant; Rules and Adequacy of Charges for Use of the Auxiliary Facilities

The Board covenants in the General Bond Resolution that it will establish and maintain, so long as any of the Series 2012 Bonds remain Outstanding, such fees, rates and charges for the use and enjoyment of the Auxiliary Facilities and the services provided thereby as will be necessary to assure adequate occupancy and use of the same and the services afforded thereby and as will provide and generate Auxiliary Revenues (not including Funds and Accounts held pursuant to the Bond Resolution) projected to equal no less than the amount required for payment of the Debt Service Requirements on the Outstanding Parity Lien Obligations, Current Expenses of the Auxiliary Facilities, the Reserve Requirement on the Outstanding Parity Lien Obligations and to make all other payments and charges as are required under the Bond Resolution. See "SECURITY FOR THE SERIES 2012 BONDS - Approval for Fees and Civil Fines" herein.

Approval for Fees and Civil Fines

Article VII, §2.1 of the Louisiana Constitution requires that any new fee or civil fine or increase in an existing fee or civil fine imposed or assessed by the State or any board, department, or agency of the State shall require the enactment of a law by a two-thirds vote of the elected members of each house of the legislature. It is unclear whether this constitutional provision should be applied to any fees, rates and charges for the use and enjoyment of the Auxiliary Facilities and the services provided thereby or any increases thereof which form part of the Auxiliary Revenues. On October 9, 1996 the Louisiana Attorney General issued Opinion Number 96-353, which opined that, for purposes of Article VII, § 2.1 of the Louisiana Constitution, the word "fee" does not include charges for auxiliary and self-generated operations of the University, such as for food services, book store merchandise, medical or veterinary services, student housing and admittance to extracurricular events. This opinion was based on the rationale that the term "fee" as used in Article VII, § 2.1 should be restricted to only those charges assessed by a governmental entity for the purpose of defraying the costs of providing a governmental service or the costs of regulating a particular area. Therefore, according to the opinion, charges assessed by the University for the provision of higher education would be considered fees, but charges which are for services or products which are not directly a part of the delivery of an education are not considered fees. Opinions of the Louisiana Attorney General are advisory only, and are not binding on any court of law.

In litigation brought by an LSU student against the Board (civil action filed on October 16, 2003 captioned "Donald C. Hodge, Jr. vs. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College," Number 512,930, Sect. "D,") which sought to enjoin the Board from implementing a football ticket pricing policy as violative of Article VII, § 2.1 of the Constitution of Louisiana, the 19th Judicial District Court (the "Trial Court") ruled that the Board's adoption of a new general pricing policy for home football games did not constitute implementation or assessment of a fee under said Article VII, Section 2.1 which would otherwise require approval by a vote of two-thirds of each house of the Legislature. The Trial Court decision was appealed by Hodge to the Louisiana First Circuit Court of Appeal (the "Appeal Court"). In affirming the Trial Court's decision, the Appeal Court, as did the Trial Court, agreed with the reasoning of the Louisiana Attorney General that the Legislature has evidenced no intent to have oversight over "fees" with respect to LSU, other than those fees directly connected with LSU's principal governmental function of providing higher education to the citizens of the State.

The Trial Court ruled on the Hodge action on November 18, 2003 and the Appeal Court rendered its affirming decision on December 23, 2003. The Louisiana Supreme Court denied writs on March 11, 2004. While the Hodge action does not directly address Auxiliary Revenues, the above described reasoning of the Attorney General was followed by the courts in this first judicial interpretation of Article VII, Section 2.1 of the Constitution.

There can be no assurance absent favorable judicial interpretation specifically as to Auxiliary Revenues that this Constitutional provision does not apply to charges which generate Auxiliary Revenues. In the event this provision does apply, neither the Board nor the University could increase an Auxiliary Revenue charge or impose a new Auxiliary

Revenue charge without a two-thirds favorable vote of the Louisiana Legislature. See "SECURITY FOR THE SERIES 2012 BONDS - Rate Maintenance Covenant; Rules and Adequacy of Charges for Use of the Auxiliary Facilities" and "BONDHOLDERS' RISKS - Article VII, § 2.1 of the Constitution."

To the extent required by Article VII, § 2.1 of the Constitution of the State of Louisiana of 1974, with respect to fees and civil fines, if any, imposed or increased by the Auxiliary Enterprises, the Board covenants in the Fifteenth Supplemental Resolution to seek legislative approval of the imposition of such fees or civil fines or increases thereto in order to comply with the Bond Resolution regarding payments from Auxiliary Revenues.

A number of bills have been filed by legislators in the 2012 Regular Session of the Louisiana Legislature [(the "2010 Legislative Session")] which, if enacted into law, would affect Article VII, § 2.1 of the Louisiana Constitution. Some of the draft bills would require a public referendum regarding the amendment of Article VII, § 2.1, either exempting post-secondary tuition and mandatory fees from the operation of the Article altogether, allowing limited tuition and fee increases or allowing the imposition of new tuition or mandatory fees or increases to existing tuition and mandatory fees such that, over time and upon satisfaction of certain performance criteria (including, without limitation, increasing graduation and retention rates), such tuition and mandatory fees are increased to the levels of peer institutions. At this time, it is impossible to predict whether, or in what form, such legislation will be enacted into law. [The 2010 Legislative Session began on March 29, 2010 and is scheduled to adjourn no later than June 21, 2010.]

*****Update status of 2010 and 2011 Bills and if any pending in 2012*****

Pledge

All of the Board's right, title and interest to the Auxiliary Revenues are pledged by the Board for the payment of Debt Service Requirements on the Series 2012 Bonds and on the Parity Lien Obligations (except as otherwise provided in the General Bond Resolution). The obligation of the Board to pay Debt Service Requirements from Auxiliary Revenues as provided in the Bond Resolution shall be on a parity with the Board's Outstanding Series 2004 Bonds, Series 2004B Bonds, Series 2005A Bonds, Series 2006 Bonds, Series 2007 Bonds and Series 2008 Bonds, Series 2010A Bonds, Series 2010B Bonds and any Additional Bonds. See "SECURITY FOR THE SERIES 2012 BONDS - Parity Lien Obligations" herein.

Monies in funds or accounts held by the Board which are derived from Auxiliary Revenues will remain subject to the pledge described in the previous sentence. However, such portions of the Auxiliary Revenues in excess of that needed for the payment of Parity Lien Obligations, and for transfer to the Bond Fund or Reserve Funds for Parity Lien Obligations will 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 will be deemed to be a cumulative pledge in the event collections for any six month period are insufficient to make a required deposit.

The principal, premium, if any, and interest on the Series 2012 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 neither the faith and credit of the State nor the Board is pledged to the payment of the principal of, premium, if any, or interest on the Series 2012 Bonds.

Deposit and Disposition of Auxiliary Revenues and Credits

Amounts equal to the aggregate of (i) the amount of interest payable on the applicable series of the Series 2012 Bonds on the next Interest Payment Date, (ii) the amount of principal due on the applicable series of the Series 2012 Bonds on the next Principal Payment Date, and [(iii) any amounts necessary for deposit to the Series 2012 Reserve Account to cause the amounts on deposit therein to equal the Reserve Requirement] shall be transferred by the Board from Auxiliary Revenues by check or draft on or prior to the fifth day, or wire transfer on or prior to the third day,

immediately preceding each January 1 and July 1, as the case may be, commencing December 1, 2012 with respect to the first Interest Payment Date and commencing July 1, 2013 with respect to the first Principal Payment Date, to the Series 2012 Interest Account, the Series 2012 Principal Account **[and the Series 2012 Reserve Account,]** as the case may be, held by the Trustee until necessary for the Trustee to transfer funds to the Paying Agent for payment of the interest or any principal of the applicable Series of the Series 2012 Bonds.

Additional Bonds

The Board may issue no bonds, notes or other obligations secured by Auxiliary Revenues except as Additional Bonds or as Subordinated Debt, as described below; provided, however, that the Board may incur obligations relating to Hedging Transactions payable from and, to the extent permitted by law, secured by Auxiliary Revenues in connection with Outstanding Bonds and in connection with the issuance of Additional Bonds. The Board may issue Additional Bonds secured by Auxiliary Revenues which will be on a parity with the Parity Lien Obligations and the Series 2012 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. The Bond Resolution permits the issuance of Additional Bonds as follows:

(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 the Parity Lien Obligations, 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 the 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) above, 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 will be filed with any Credit Facility provider and the Trustee by an Authorized Board Representative.

Subordinated Debt

The General Bond Resolution provides that 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 will be, and will be expressed to be, subordinate and junior in all respects to the pledge created by the Bond Resolution as security for the Series 2004 Bonds, the Series 2004B Bonds, the Series 2005A Bonds, Series 2006 Bonds, Series 2007 Bonds, Series 2008 Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2012 Bonds and any Additional Bonds.

Funds and Accounts Created Under the Bond Resolution

The General Bond Resolution creates the following special trust funds to be held by the Trustee:

(i) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Project Fund (the "Project Fund"), which shall consist of a Project Account for each Series of Bonds, as applicable, into which shall be deposited the proceeds of the related Series of Bonds or other funds necessary to pay related Project Costs, as defined in a Supplemental Resolution;

(ii) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Bond Fund (the “Bond Fund”), which shall consist of a Principal Account and an Interest Account for each Series of Bonds;

(iii) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Reserve Fund (the “Reserve Fund”), which shall consist of a Reserve Account, if required, for each Series of Bonds; and

(iv) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds Subordinated Debt Fund (the “Subordinated Debt Fund”);

The Fifteenth Supplemental Resolution creates the following special trust funds to be held by the Trustee:

(i) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Refunding Bonds, Series 2012 Bond Proceeds Fund (the “Series 2012 Bond Proceeds Fund”);

(ii) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Refunding Bonds, Series 2012 Rebate Fund (the “Series 2012 Rebate Fund”);

(iii) Series 2012 Costs of Issuance Account to be held within the Project Fund;

(iv) Series 2012 Principal Account and Series 2012 Interest Account, each to be held within the Bond Fund;

[(v) **Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue and Refunding Bonds, Series 2012 Reserve Account (the “Series 2012 Reserve Account”) within the Reserve Fund.**]

Moneys in all such funds and accounts may only be invested in Permitted Investments. See “APPENDIX D - DEFINITIONS OF CERTAIN TERMS - Permitted Investments.”

Series 2012 Bond Proceeds Fund. The Series 2012 Bond Proceeds Fund shall be maintained with the Trustee and used to receive the proceeds of the Series 2012 Bonds; all to be transferred to the various Funds and Accounts or paid in the amounts specified in the Bond Resolution and as shall be specified in the request and authorization delivered pursuant to the Bond Resolution.

Series 2012 Rebate Fund. The Board will pay, from Auxiliary Revenues, all payments required by the Tax Compliance Certificate at the times required therein, if any, to the United States as a rebate payment if required under the Code. The Series 2012 Rebate Fund will be held for the sole benefit of the United States of America and is not subject to the lien of the Bond Resolution. Deposits will be made into and withdrawals will be made from the Series 2012 Rebate Fund as provided in the Tax Compliance Certificate.

Series 2012 Costs of Issuance Account of the Project Fund. Moneys in the Series 2012 Costs of Issuance Account will be applied by the Trustee to pay, upon the written order of an Authorized Board Representative, amounts of expenses certified in such request which are fees and expenses incurred or to be incurred in connection with or incident to the issuance and sale of the Series 2012 Bonds. Upon the earlier of (i) _____ 1, 20____, or (ii) receipt of the written direction of an Authorized Board Representative stating that all 2012 Costs of Issuance have been paid, the Trustee will transfer any amounts remaining in the Series 2012 Costs of Issuance Account including the earnings thereon, to the Series 2012 Interest Account.

[**Series 2012 Reserve Account.** The Series 2012 Reserve Account will be funded on the date of delivery of the Series 2012 Bonds in an amount equal to the Reserve Requirement with a portion of the Series 2012 Bonds in an

amount equal to \$ _____*. **The Series 2012 Reserve Account shall be administered as provided in the Fifteenth Supplemental Resolution and the General Bond Resolution.]**

Series 2012 Interest Account, Series 2012 Principal Account of the Bond Fund. (a) There shall be deposited into the Series 2012 Interest Account or the Series 2012 Principal Account, as appropriate, and as and when received (i) all payments pursuant to Pledge of Auxiliary Revenues Article of the Fifteenth Supplemental Resolution and any payments on the Series 2012 Bonds, (ii) all moneys transferred to the Series 2012 Interest Account or Series 2012 Principal Account from the Series 2012 Costs of Issuance Account pursuant to the Fifteenth Supplemental Resolution, (iii) all other moneys required or permitted to be deposited into the Series 2012 Interest Account or Series 2012 Principal Account pursuant to the Fifteenth Supplemental Resolution, including any supplements or amendments thereto and (iv) all other moneys received by the Trustee when accompanied by directions not inconsistent with the Fifteenth Supplemental Resolution that such moneys are to be paid into the Series 2012 Principal Account or Series 2012 Interest Account. There shall also be retained in the Series 2012 Principal Account and Series 2012 Interest Account interest and other income received on investment of moneys in such accounts to the extent provided in the Fifteenth Supplemental Resolution. If the Trustee does not receive payments into the Series 2012 Principal Account and Series 2012 Interest Account pursuant to the Fifteenth Supplemental Resolution when due, the Trustee will immediately notify the Board of such nonpayment. The Board shall receive a credit against the Board's obligation to make deposits in the Series 2012 Principal Account and Series 2012 Interest Account to the extent of interest earnings on moneys in the Series 2012 Principal Account and Series 2012 Interest Account.

Investments and Earnings on Certain Funds and Accounts and Valuation Thereof. The amounts on deposit in the Funds and Accounts created by the Fifteenth Supplemental Resolution shall be invested in Permitted Investments. Notwithstanding any provision of the General Bond Resolution to the contrary, earnings on the amounts held in the Series 2012 Interest Account or the Series 2012 Principal Account of the Bond Fund shall be retained therein. Any provisions of the General Bond Resolution to the contrary notwithstanding, for the purpose of determining the amount in any Fund or Account, all Permitted Investments credited to such Fund or Account shall be valued at fair market value. Except as otherwise described in this paragraph, the Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Certificates of deposit shall be valued at the face amount thereof plus accrued interest. Other investments not specified in this paragraph shall be valued in accordance with the value established by prior agreement among the Board and the Trustee.

PROPOSED FUTURE INDEBTEDNESS OF THE BOARD

[*TO BE UPDATED***]**

The University implemented a Comprehensive Housing plan in 2002 and a campus master plan in 2003 projecting capital expenditures for projects throughout the campus. Funding for these projects is expected from various sources, including the issuance of revenue bonds. Since 2004, the Board has issued new money Auxiliary Revenue Bonds in an aggregate amount of approximately **[\$224 million]** to finance projects and improvements on campus. Over the **[next two years,]** the Board currently expects to issue Additional Bonds in the approximate amount of **[\$10 million]** for the planning and design of additional student housing projects as part of the Comprehensive Housing plan. There can be no assurance that, as its needs dictate, the Board will issue the proposed bonds or issue additional parity bonds for new projects in excess of **[\$10 million]**.

*Preliminary, subject to change.

HISTORICAL AUXILIARY REVENUES AND ANNUAL DEBT SERVICE REQUIREMENTS

Historical Auxiliary Revenues

The following table shows the total Auxiliary Revenues and the relative contribution⁽¹⁾ of each Auxiliary Enterprise or other fee revenue that constitutes Auxiliary Revenues for fiscal years 2006-07 to 2010-11.

	FY 2006-07		FY 2007-08		FY 2008-09		FY 2009-10		FY 2010-11	
	Amount	% total	Amount	%total						
Athletics	\$66,673,802	48.2%	\$73,928,295	49.0%	\$86,596,033	51.4%	\$92,745,756	52.3%	\$95,345,492	52.5%
LSU Union	9,545,027	6.9%	10,065,749	6.7%	10,018,415	6.0%	10,403,710	5.9%	11,049,184	6.2%
Residential Life	25,609,682	18.5%	27,205,431	18.1%	30,205,943	18.0%	31,552,172	17.8%	32,918,285	18.5%
Graphic Services	7,528,687	5.4%	8,130,122	5.4%	7,500,228	4.5%	6,781,001	3.8%	3,922,503	2.2%
University Stores	6,021,461	4.4%	6,484,198	4.3%	7,370,247	4.4%	7,170,593	4.0%	8,397,140	4.7%
Parking, Traffic and Transportation	6,808,278	4.9%	7,348,367	4.9%	8,487,226	5.1%	9,984,815	5.6%	10,369,523	5.8%
LSU Press	1,917,585	1.4%	1,928,523	1.3%	1,704,925	1.0%	1,788,457	1.0%	-	0.0%
Student Media	1,771,922	1.3%	1,795,563	1.2%	1,863,823	1.1%	1,810,052	1.0%	1,808,356	1.0%
Contracted Auxiliary Services	1,721,066	1.2%	1,849,795	1.2%	2,009,680	1.2%	1,928,920	1.1%	2,115,746	1.2%
Lab School Cafeteria	635,053	0.5%	634,195	0.4%	573,989	0.3%	553,059	0.3%	552,973	0.3%
Student Health Center	7,034,105	5.1%	8,021,632	5.3%	8,391,717	5.0%	8,976,763	5.1%	9,650,203	5.4%
Golf Course	1,226,083	0.9%	1,301,241	0.9%	1,354,100	0.8%	1,234,308	0.7%	1,256,650	0.7%
Recreational Sports Fee Revenues ⁽²⁾	808,541	0.6%	768,325	0.5%	782,559	0.5%	1,329,922	0.7%	1,373,045	0.8%
Lab School Revenues ⁽³⁾	<u>1,144,645</u>	<u>0.8%</u>	<u>1,167,275</u>	<u>0.8%</u>	<u>1,167,479</u>	<u>0.7%</u>	<u>1,233,154</u>	<u>0.7%</u>	<u>1,296,332</u>	<u>0.7%</u>
TOTAL	<u>\$138,445,937</u>	<u>100.0%</u>	<u>\$150,622,712</u>	<u>100.0%</u>	<u>\$168,026,364</u>	<u>100.0%</u>	<u>\$177,492,682</u>	<u>100.0%</u>	<u>\$180,055,432</u>	<u>100.0%</u>

Source: University

(1) Percentages rounded to nearest tenth.

(2) **Not an Auxiliary Enterprise, but deemed Auxiliary Revenues until the Series 2004B Bonds and any bonds refunding same are no longer outstanding. The Fifteenth Supplemental Resolution confirms the pledge and does therein pledge the Recreational Sports Fee Revenues as security for the payment of the Series 2008 and the Series 2012 Bonds and any bonds refunding such Bonds.**

(3) **Not an Auxiliary Enterprise, but deemed Auxiliary Revenues until the Series 2005A Bonds are no longer outstanding. The Fifteenth Supplemental Resolution confirms the pledge and does therein pledge the Lab School Revenues as security for the payment of the Series 2008 Bonds and the Series 2012 Bonds and any bonds refunding such Bonds.]**

[***TO BE DISCUSSED***]

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Annual Debt Service Requirements*

The following table shows the annual debt service requirements for the Outstanding Parity Lien Obligations and the Series 2012 Bonds payable from the Auxiliary Revenues for the fiscal years ending June 30, 2011 to 2040.

Period Ending 6/30	Series 2004 Bonds	Series 2004B Bonds	Series 2005A Bonds	Series 2006 Bonds	Series 2007 Bonds	Series 2008 Bonds	Series 2010A Bonds	Series 2010B Bonds	Series 2012 Bonds	Total Annual Debt Service*
2011	2,081,838	3,484,772	2,097,098	6,177,130	4,588,105	2,727,200	809,352	-		
2012	2,080,838	3,481,178	2,101,298	6,285,930	4,588,505	2,728,225	808,950	1,303,020		
2013	2,080,838	3,493,554	2,107,698	6,282,730	4,586,705	2,728,375	5,885,706	1,973,440		
2014	2,077,125		2,093,198	6,291,730	4,587,705	2,726,625	5,881,206	1,975,640		
2015	2,078,688		2,099,948	6,282,330	4,581,305	2,728,125	5,883,456	1,972,540		
2016			516,698	6,285,130	4,582,705	4,300,725	5,881,206	1,975,915		
2017			523,938	6,297,390	4,581,505	4,299,125	5,879,456	1,975,365		
2018				6,514,990	4,587,705	4,298,725	5,883,556	1,974,215		
2019				6,517,490	4,585,405	4,439,325	5,879,281	1,975,653		
2020				6,513,490	4,586,905	4,411,575	5,880,506	1,972,528		
2021				6,512,990	4,583,655	4,360,350	5,880,538	1,975,403		
2022				6,505,490	4,580,655	4,323,100	5,876,288	1,975,215		
2023				6,500,990	4,587,775	4,275,100	5,876,288	1,971,815		
2024				6,498,990	4,586,250	4,209,775	5,875,038	1,972,215		
2025				6,498,990	4,584,725	4,165,175	5,887,288	1,975,315		
2026				6,488,340	4,578,050	4,120,113	5,882,038	1,971,775		
2027				6,825,940	4,586,250	1,909,350	5,879,788	1,974,119		
2028				6,814,690	4,583,275	1,905,488	5,880,038	1,974,494		
2029				6,818,440	4,586,275	1,903,300	5,882,288	1,972,900		
2030				6,820,940	4,587,025	1,892,550	5,886,038	1,974,338		
2031				6,816,690	4,580,275	233,475	5,880,788	1,976,338		
2032				6,820,440	4,581,025	229,213	5,876,538	1,975,338		
2033				6,817,730	4,583,525	224,713	5,067,788	1,971,338		
2034				6,823,750	4,589,213	219,975	5,072,175	1,975,988		
2035				6,819,000	4,586,438		5,067,963	1,971,700		
2036				6,819,750	4,584,575		5,070,825	1,973,738		
2037					4,588,000		5,073,063	1,974,400		
2038							5,070,900	1,971,500		
2039							5,069,138	1,975,038		
2040							5,067,275	1,974,538		
Total	<u>\$10,399,327</u>	<u>\$10,459,504</u>	<u>\$11,539,876</u>	<u>\$170,651,500</u>	<u>\$123,793,536</u>	<u>\$69,359,702</u>	<u>\$159,794,752</u>	<u>\$56,675,815</u>	<u>\$</u>	<u>\$</u>

Source: University

*Preliminary, subject to change.

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PRO FORMA DEBT SERVICE COVERAGE RATIO*

The following presentation shows on a pro forma basis the availability of Auxiliary Revenues to satisfy Debt Service Requirements on the Series 2004 Bonds, the Series 2004B Bonds, the Series 2005A Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008 Bonds, the Series 2010A Bonds, the Series 2010B Bonds and the Series 2012 Bonds:

	<u>2010-11</u>
Gross Auxiliary Revenues ⁽¹⁾	\$180,055,432
Aggregate Maximum Annual Debt Service on the Parity Lien Obligations and Series 2010Bonds*	\$29,001,000
Pro-Forma Coverage on Total Parity Lien Obligations and Series 2012 Bonds*	6.21 x

⁽¹⁾ Includes Laboratory School Revenues and Recreational Sports Fee Revenues.

* Preliminary, subject to change.

Source: University

Although there is a pledge of gross Auxiliary Revenues to secure payment of debt service on the Parity Lien Obligations and the Series 2012 Bonds, these revenues are used by the Board to fund the operations of the Auxiliary Enterprises and, therefore, all such amounts are not set aside for payment of debt service on the Parity Lien Obligations and the Series 2012 Bonds.

The Auxiliary Enterprises operate essentially as self-supporting entities with budgets for all operating expenses to be paid from self-generated revenues. Over the years, one or more of the Auxiliary Enterprises have not generated annual revenues sufficient to pay all expenses of operation. However, such deficiencies have been covered by fund balances on hand from previous operating surpluses and, on a combined basis, Auxiliary Revenues have historically exceeded expenses of Auxiliary Enterprises as shown below:

	<u>FY 2006-07</u>	<u>FY 2007-08</u>	<u>FY 2008-09</u>	<u>FY 2009-10</u>	<u>FY 2010-11</u>
Total Aux. Revenues ⁽¹⁾	\$138,445,937	\$150,622,712	\$168,026,364	\$177,492,682	\$180,055,432
Total Aux. Expenditures ⁽²⁾	<u>125,483,269</u>	<u>137,869,713</u>	<u>154,145,867</u>	<u>160,954,855</u>	<u>156,911,552</u>
Excess Aux. Revenues over Aux. Expend.	<u>\$ 12,962,668</u>	<u>\$ 12,752,999</u>	<u>\$13,880,497</u>	<u>\$ 16,537,827</u>	<u>\$ 23,143,880</u>

[⁽¹⁾ **Includes Laboratory School Revenues until the Series 2005A Bonds, the Series 2008 Bonds and the Series 2012 Bonds and any bonds refunding same are no longer outstanding and includes the Recreational Sports Fee Revenues until the Series 2004B Bonds, the Series 2008 Bonds and the Series 2012 Bonds and any bonds refunding same are no longer outstanding. [TO BE DISCUSSED]]**

⁽²⁾ Includes debt service on Parity Lien Obligations.

Source: University

For additional information, see "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY" and "APPENDIX B - FINANCIAL REPORT OF THE LSU SYSTEM FOR THE YEAR ENDED JUNE 30, 2011."

BONDHOLDERS' RISKS

Purchasers of the Series 2012 Bonds are advised of certain risk factors with respect to the ability of the Board to pay the principal, premium, if any, and interest on the Series 2012 Bonds.

THE FUTURE AVAILABILITY OF AUXILIARY REVENUES IS DEPENDENT UPON THE CONTINUED OPERATION OF THE UNIVERSITY, WHICH IS PRIMARILY FUNDED BY STATE APPROPRIATIONS WHICH ARE NOT PLEDGED TO, NOR AVAILABLE FOR, THE PAYMENT OF THE SERIES 2012 BONDS. THEREFORE, THE ABILITY OF THE UNIVERSITY TO MAKE PRINCIPAL AND INTEREST PAYMENTS ON THE SERIES 2012 BONDS IS INDIRECTLY CONTINGENT UPON SUFFICIENT ANNUAL STATE APPROPRIATIONS TO CONTINUE THE OPERATIONS OF THE UNIVERSITY.

Operating Budget Environment

[***TO BE UPDATED BY UNIVERSITY***]

The ten year period from fiscal year 1999-2000 through 2008-2009, with the exception of 2005-2006 (hurricanes Katrina and Rita), was a period of steady increases in state appropriations to the University. In 2007-08, the cumulative increases allowed the University to not only reach the average state appropriation per student of its peers in the Southern Regional Education Board (SREB) states for the first time in twenty-six years, but also significantly advanced its strategic plan (the National Flagship Agenda). In 2008-2009, this period of sustained increases in appropriations helped to propel the University into the top tier of American universities, as reported in *US News and World Report*.

Due to numerous financial factors, such as the decision to cut taxes for individuals and businesses, languishing severance tax collections and a retrenchment in spending resulting from an eroding national economy, the revenues available to the State began to decline. In January 2009, the University's period of increases in state appropriations ended with the implementation of a \$10.3 million reduction in State appropriations and the forecast of massive cuts over the following two fiscal years. Chancellor Michael Martin, in concert with the leadership of the faculty, staff and students, laid out principles to be followed throughout this multiyear budget crisis. The overarching principle is to protect the academic core. Priorities established to guide budgetary adjustments are to: (i) preserve and protect the University's academic, mission-driven, excellence-oriented core; (ii) maintain momentum in adapting and implementing the National Flagship Agenda; (iii) retain sufficient flexibility, if possible, to pursue programmatic "targets of opportunity;" (iv) seek every possible cost saving efficiency in both academic and non-academic functions, including inter-institutional partnerships and collaborations; (v) pursue new sources of revenue, including successfully completing the Forever LSU (capital) Campaign; and (vi) protect jobs for critical personnel and long-serving employees.

In preparing the FY 2009-2012 operating budget, the University faced a \$30.5 million budget gap after numerous adjustments, including a cut in State appropriations, the inclusion of federal stimulus funds (American Recovery and Reinvestment Act) and the addition of a five percent increase in tuition and non-resident fee. Continuing to follow the priorities set forth above, major budget reductions and reallocations made by the University include the following: (i) the administrative charge to auxiliary units for services provided to them was increased from 3% to 5%; (ii) a material reduction (20% or more) in the operating budget of certain academic support units such as the museums, literary support units (LSU Press and Southern Review), and the Center for Advanced Microstructures and Devices (LSU's synchrotron radiation center); and (iii) an average budget reduction of 3% in the operating budgets of academic colleges. It is important to note that across-the-board budget cuts were not made. Differential cuts, ranging from a low of 2% to a high of 5%, were made based on a number of factors such as centrality to the National Flagship Agenda and student mix/demand, which include both the volume of demand for coursework and the productivity

of degree programs; (iv) an average budget reduction of 5% in the operating budgets of non-academic units; and (v) in terms of total personnel losses resulting from this \$30.5 million budget issue, just over 189 full-time equivalent (FTE) positions were abolished, and just fewer than 24 full time equivalent filled positions were eliminated.

In January 2012, the University received a \$12.66 million reduction in its FY 2009-2012 state appropriation. Due to half of the fiscal year being completed and the spring semester already scheduled and staffed, the University implemented a temporary budget reduction plan which included an average cut to the academic colleges of 4%, an average cut of 5% to non-academic functions again, protecting certain essential areas of the budget. The academic cuts were once more implemented differentially within a range of 2.5% to 6%.

In April 2012, the University received an additional \$3 million reduction in its FY 2009-2012 state appropriation. Since the Governor had recently issued an Executive Order basically “freezing” the expenditure of funds for support such as travel and equipment, the University will recover this \$3 million via the Executive Order and no additional action is necessary.

In terms of next fiscal year (2012-2011), the Louisiana Legislature went into session on March 29th and will adjourn no later than June 21st. The University will not know its budgeted level of state appropriation nor its authority to increase tuition/fees amount until after the Legislature adjourns and the governor signs the appropriation bill. However, Governor Jindal has announced he will not assign any new cuts to higher education, which is a pledge backed by an additional \$100 million in ARRA funds that can be dedicated toward higher education bringing total stimulus funds to \$289 million. There are several revenue generating measures under consideration. HB 1012, HB 1171, and SB 570 (also known as the LAGRAD Act) propose a performance-for-tuition authority arrangement with the State’s universities and the Board of Regents. The bills were authored by the chairman of the House Education Committee, Speaker of the House, and President of the Senate, respectively, and they are part of Governor Jindal’s 2012 legislative package. All versions would give the universities the authority to raise tuition 10% annually beginning in Fall 2012 and running for six years, with each year’s authority contingent on student progression reports. A secondary measure, HB 1333, would permit a 5% tuition increase above the current 5% authority and a \$100/semester fee increase, anticipated to generate net revenue of \$9 million. Three other bills propose tuition increases for other higher education institutions that could be amended to include the University. Lastly, HB 270 and the LAGRAD Act bills would permit a prorated tuition charge above the minimum full-time course load that could yield roughly \$9 million.

Chancellor Michael Martin is continuing to work with the leadership of the faculty, staff and students to balance the fiscal year 2012-2011 operating budget while following the previously established guiding principles and priorities. To best prepare for the fiscal year 2012-2011 and future budgetary challenges, the University recently disseminated a public document called “The LSU Plan for Greater Impact on Louisiana” which outlines a strategy to position the University for the next three years and beyond. This strategy commits the University to forge a path to higher performance and accountability through changes, keener focus and greater autonomy. This plan can be found at the following website: <http://www.lsu.edu/budget/plan/TheLSUPlanFullReport.pdf>.

Factors Affecting Higher Education Generally

There are a number of factors generally affecting institutions of higher education, including the University, that could have an adverse effect on the Board’s financial position and its ability to make the payments required under the Bond Resolution. These factors include the continuing rising costs of providing higher education services; the expected decline in the number of college-age persons in the country generally; the failure to maintain or increase in the future the funds obtained by the University from other sources, including gifts and contributions from donors, grants or appropriations from governmental bodies and income from investment of endowment funds; adverse results from the investment of endowment funds; increasing costs of compliance with federal or State regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodating the handicapped; the privatization of Auxiliary Enterprises; and legislation or regulations which may affect student aid and

other program funding. The Board cannot assess or predict the ultimate effect of these factors on its operations or on the financial results of its operations.

NCAA Compliance Issues

*****TO BE UPDATED BY UNIVERSITY COUNSEL*****

LSU is a member of the National Collegiate Athletic Association ("NCAA") and the Southeastern Conference ("SEC"). As a member institution, LSU is subject to certain rules and regulations governing the recruitment of student athletes and benefits available to student athletes. The NCAA has the power to investigate and impose appropriate sanctions based on violations of its rules. In the event that a major LSU athletic program is deemed to be involved in a major violation of NCAA or SEC rules, sanctions could be imposed that might adversely affect the quality of teams fielded by LSU as well as the ability of LSU to field a team. To the extent that sanctions imposed by the NCAA could adversely affect the quality of teams fielded by LSU, sanctions could adversely affect attendance at LSU athletic contests and thereby impact the revenues of the Athletic Department Auxiliary Enterprise. Revenues from the operation of the Athletic Department Auxiliary Enterprise are significant. See "HISTORICAL AUXILIARY REVENUES AND ANNUAL DEBT SERVICE REQUIREMENTS - Historical Auxiliary Revenues" herein.

Possible sanctions vary greatly depending on the nature and severity of infractions and may also be influenced by factors including the institution's history of previous violations. The range of sanctions available to the NCAA include: public reprimand; limiting the number of scholarships available to potential student athletes; prohibitions against television appearances and participation in post season "bowl games;" and the "death penalty," whereby a member institution is prohibited from participating in a particular sport. The death penalty may be applied only in cases where: a member institution is found guilty of a major violation of NCAA rules; the circumstances surrounding the violation indicate a lack of institutional control; and the member institution has a history of violations occurring within a five year period immediately preceding the additional violations. Although previous action by the NCAA does not constitute precedent, the death penalty has been imposed in only one case, involving numerous, serious and persistent recruiting violations indicating a lack of institutional control with respect to a single sport.

Future Legislation

*****TO BE UPDATED*****

With the budget issues currently facing the State, there have been discussions regarding consolidation of the existing public higher education governing boards into a single governing board. At least two bills have been filed in the 2010 Legislative Session, the current drafts of which would abolish the Board, the Board of Supervisors of Southern University and Agricultural and Mechanical College and the Board of Supervisors for the University of Louisiana System and consolidate them into a single governing board to be created and known as the Louisiana University System Board of Trustees. Such legislation provides for the transfer of the duties, functions and responsibilities of the existing governing boards to the new board. The enactment of such legislation would require amendment to the State Constitution, which can only occur by public referendum. At this time, it is impossible to predict whether, or in what form, such legislation will be enacted into law and whether any such legislation will ultimately be approved by public referendum.

Difficulties in Enforcing Rights and Remedies

The remedies available to the Trustee or the owners of the Series 2012 Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and

delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the rights and remedies provided in the Bond Resolution, and the rights and remedies of any party seeking to enforce the pledge may not be readily available or may be limited. The State Constitution provides that no judgment against the State, a state agency, or a political subdivision will be exigible, payable, or paid except from funds appropriated therefor by the State Legislature or by the political subdivision against which judgment is rendered. Furthermore, the pledge of Auxiliary Revenues under the Bond Resolution does not give any party the right to seize property or funds of the Board or the University, including the Auxiliary Revenues.

The various legal opinions delivered concurrently with the delivery of the Series 2012 Bonds or to be delivered concurrently with the delivery of the Bond Resolution will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. The exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the University and the State), in a manner consistent with public health and welfare and the applicability of Article VII, § 2.1 of the Constitution to the imposition of or increases in charges imposed by the Auxiliary Enterprises. Enforceability of the Bond Resolution, and availability of remedies to a party seeking to enforce the pledge of the Auxiliary Revenues where such enforcement or availability may adversely affect public health and welfare, may be subject to these police powers.

Article VII, § 2.1 of the Constitution

Article VII, § 2.1 of the Louisiana Constitution may limit the ability of the Board and the University to impose or increase charges and assessments securing the Series 2012 Bonds, absent legislative approval by a two-thirds majority, or favorable judicial interpretation or subsequent amendment precluding application of this constitutional provision to the imposition and/or increase in such charges or assessments. See “SECURITY FOR THE SERIES 2012 BONDS - Approval for Fees and Civil Fines” and “BONDHOLDER’S RISKS - Operating Budget Environment.”

Summary Financial Information

Certain financial information of the University is set forth herein and in “APPENDIX A” and “APPENDIX B” hereto. There can be no assurance that the financial results achieved by the University in the future will be similar to historical results. Such future results will vary from historical results, and actual variations may be material. Therefore, the historical operating results of the University cannot be taken as a representation that the University will be able to generate sufficient Auxiliary Revenues in the future to make payments of principal of, redemption premium, if any, and interest on the Series 2012 Bonds.

RATINGS

Moody’s Investors Service, Inc. (“Moody’s”) and Fitch Ratings (“Fitch”) are expected to assign ratings of [“A1”] and [“AA-,”] respectively, to the Series 2012 Bonds.

Such ratings reflect only the view of such organizations and any desired explanation of the significance of such ratings should be obtained from Moody’s Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; and Fitch Ratings, One State Street Plaza, New York, New York 10004. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2012 Bonds.

The Board has not requested any other organization to consider the assignment of a rating for the Series 2012 Bonds.

TAX EXEMPTION

*****BOND COUNSEL TO REVIEW*****

General

In the opinion of Adams and Reese LLP, Bond Counsel, to be delivered contemporaneously with the delivery of the Series 2012 Bonds, under existing law, (i) interest on the Series 2012 Bonds is excludable from gross income for federal income tax purposes, and (ii) interest on the Series 2012 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, for purposes of computing the federal alternative minimum tax imposed on certain corporations, such interest is taken into account in determining adjusted current earnings.

It is the further opinion of Bond Counsel that, pursuant to the Act, the Series 2012 Bonds and the income therefrom are exempt from taxation in the State of Louisiana. The opinion to be rendered by Bond Counsel on the date of delivery of the Series 2012 Bonds is expected to be in substantially the form of APPENDIX C.

The Code imposes a number of requirements that must be satisfied for interest on state and local obligations to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of certain bond proceeds be paid periodically to the United States of America, except under certain circumstances, and a requirement that information reports be filed with the Internal Revenue Service. The Board has covenanted that it will, to the extent permitted by the laws of the State, comply with the requirements of the Code in order to maintain the exclusion from gross income of interest on the Series 2012 Bonds for federal income tax purposes.

The opinion of Bond Counsel will assume continuing compliance by the Board with the covenants of the Bond Resolution and the Tax Compliance Certificate pertaining to those sections of the Code which affect the exclusion from gross income of all amounts treated as interest on the Series 2012 Bonds for federal income tax purposes and, in addition, will rely on representations by the Board with respect to matters solely within the knowledge of the Board, which Bond Counsel has not independently verified. If the Board should fail to comply with the covenants in the Bond Resolution and the Tax Compliance Certificate, or if the representations relied upon should be determined to be inaccurate or incomplete, all amounts of interest on the Series 2012 Bonds could become taxable from the date of delivery of the Series 2012 Bonds, regardless of the date on which the event causing such taxability occurs.

Although Bond Counsel will render an opinion that all amounts treated as interest on the Series 2012 Bonds are excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Series 2012 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel will express no opinion regarding any such consequences. Purchasers of the Series 2012 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property and casualty insurance companies, banks, thrifts or other financial institutions, recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Series 2012 Bonds.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Series 2012 Bonds.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Series 2012 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2012 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2012 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2012 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2012 Bonds and Bond Counsel will express no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2012 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2012 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2012 BONDS.

Tax Treatment for Premium Bonds*

The Series 2012 Bonds maturing on July 1, 20____ through 20____, inclusive (the "Premium Bonds") are being offered and sold to the public in excess of their stated principal amounts.

Such excess is characterized as a "bond premium" and must be amortized by an investor purchasing a Premium Bond on a constant yield basis over the remaining term of the Premium Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium related to a tax-exempt bond for federal income tax purposes. However, as bond premium is amortized, the amount of Premium amortized in a period reduces the investor's basis in the Premium Bond and reduces the amount of interest allocable to the amortization period. Investors who purchase a Premium Bond should consult their own tax advisors regarding the amortization of bond premium and its effect on the Premium Bond's basis for the purposes of computing gain or loss in connection with the sale or exchange of the Premium Bond.

Tax Treatment of Original Issue Discount*

The Series 2012 Bonds maturing on July 1, 20____ through July 1, 20____, inclusive (the "OID Bonds") are sold at an original issue discount. The difference between the initial public offering price of the OID Bonds and their stated principal amount payable at maturity constitutes original issue discount treated as interest which is excluded from gross income for federal income tax purposes and which is exempt from all taxation in the State of Louisiana subject to the caveats and provisions described above under "General."

In the case of an owner of an OID Bond, the amount of original issue discount which is treated as having accrued with respect to such OID Bond, is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of such OID Bond (including its sale, redemption or payment at maturity).

*Preliminary, subject to change.

Amounts received upon disposition of such an OID Bond which are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual OID Bond, on days which are determined by reference to the maturity date of such OID Bond. The amount treated as original issue discount on such OID Bond for a particular semiannual period is equal to (a) the product of (i) the yield to maturity for such OID Bond and (ii) the amount which would have been the tax basis of such OID Bond at the beginning of the particular semiannual period if held by the original purchaser, (b) less the amount of any payments on such OID Bond during the semiannual period. The tax basis is determined by adding to the initial public offering price on such OID Bond the sum of the amounts which would have been treated as original issue discount for such purposes during all prior periods. If such an OID Bond is sold between compounding dates, original issue discount which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of OID Bonds should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to such OID Bonds as of any date, with respect to the accrual of original issue discount for such OID Bonds purchased on the secondary markets and with respect to the state and local tax consequences of owning such OID Bonds.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax exempt obligations such as the Series 2012 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007 to any bondholder who fails to provide certain required information, including an accurate taxpayer identification number, to any person required to collect such information pursuant to Section 6049 of the Code. The new reporting requirement does not, in and of itself, affect or alter the excludability of interest on the Series 2012 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax exempt obligations.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, validity and exclusion from gross income for federal income tax purposes of interest on the Series 2012 Bonds are subject to the approval of Adams and Reese LLP, Baton Rouge, Louisiana, Bond Counsel, a copy of whose approving opinion will be printed on the Series 2012 Bonds and the proposed form of which is included in APPENDIX C. Certain other legal matters will be passed upon for the Board by its counsel, Taylor Porter, L.L.P., Baton Rouge, Louisiana, and for the Trustee and the Escrow Trustee by its counsel, Gregory A. Pletsch & Associates, Baton Rouge, Louisiana. In addition, certain legal matters will be passed upon for the Underwriters by their counsel, Foley & Judell, L.L.P., Baton Rouge, Louisiana.

LITIGATION

There are no legal proceedings or litigation now pending or, to the knowledge of the Board, threatened against the Board which restrain or enjoin the issuance or delivery of the Series 2012 Bonds or question or affect the legality of the Series 2012 Bonds or the proceedings and authority under which the Series 2012 Bonds are issued.

UNDERWRITING

The Series 2012 Bonds are being purchased for reoffering by Morgan Keegan & Company, Inc., Senior Managing Underwriter, or its successor in interest, (the “Representative” or “Morgan Keegan”), as representative of the Underwriters identified on the outside front cover page hereof (collectively, the “Underwriters”), pursuant to a Bond Purchase Agreement. The Series 2012 Bonds are being purchased at an aggregate purchase price of \$_____ (representing \$_____ original principal amount of the Series 2012 Bonds, less \$_____ of Underwriters’ discount, plus \$_____ net original issue premium).

On April 2, 2012, Raymond James Financial, Inc. (“RJF”), the parent company of Raymond James & Associates, Inc. (“Raymond James”), acquired all of the stock of Morgan Keegan & Company, Inc. (“Morgan Keegan”) from Regions Financial Corporation. Morgan Keegan and Raymond James are each registered broker-dealers. Both Morgan Keegan and Raymond James are wholly owned subsidiaries of RJF and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing the trade name “Raymond James | Morgan Keegan” that appears on the cover of this Preliminary Official Statement. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined.

The Underwriters intend to offer the Series 2012 Bonds to the public initially at the prices set forth on the cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriters reserve the right to join with dealers and other underwriters in offering the Series 2012 Bonds to the public. The Underwriters may offer and sell the Series 2012 Bonds to certain dealers at prices lower than the public offering prices. In connection with this offering, the Underwriters may over allot or effect transactions which stabilize or maintain the market price of the Series 2012 Bonds offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

[J.P. Morgan Securities Inc. (“JPMSI”), one of the Underwriters of the Series 2012 Bonds has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of UBS Financial Services, Inc. (“UBSFS”) and Charles Schwab & Co., Inc. (“CS&Co.”) for the retail distribution of certain securities offerings, including the Series 2012 Bonds, at the original issue prices. Pursuant to each Dealer Agreement, each of UBSFS and CS&Co. will purchase Series 2012 Bonds from JPMSI at the original issue price less a negotiated portion of the selling concession applicable to any Series 2012 Bonds that such firm sells.]

The Bond Purchase Agreement requires the Underwriters to purchase all of the Series 2012 Bonds if any are purchased.

VERIFICATION OF COMPUTATIONS

The arithmetical accuracy of certain computations included in the schedules provided by the Underwriter on behalf of the Board relating to (a) computation of anticipated receipts of principal and interest on the Defeasance Obligations referred to under “**Plan of Refunding**” and the anticipated payments of principal and interest to redeem the Prior Bonds, and (b) computation of the yields on the Series 2012 Bonds and the Defeasance Obligations was examined by Causey Demgen & Moore Inc. Such computations were based solely upon assumptions and information supplied by the Underwriter on behalf of the Board. Causey Demgen & Moore Inc. has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of future events.

CERTIFICATION AS TO OFFICIAL STATEMENT

At the time of payment for and delivery of the Series 2012 Bonds, the Board will furnish the Underwriters a certificate signed by the Chairman of the Board to the effect that (i) the descriptions and statements, including financial

data, of or pertaining to the Board on the date of the Official Statement, on the date of the sale of the Series 2012 Bonds and on the date of the delivery thereof, were and are true in all material respects, and, insofar as such matters are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) insofar as the descriptions and statements, including financial data, of or pertaining to governmental and/or non-governmental entities other than the Board and their activities contained in the Official Statement are concerned, such descriptions, statements, and data have been obtained from sources which the Board believes to be reliable and the Board has no reason to believe that they are untrue or incomplete in any material respect, and (iii) there has been no adverse material change in the affairs of the Board between the date the Preliminary Official Statement was deemed final by the Board and the date of delivery of the Series 2012 Bonds.

CONTINUING DISCLOSURE

The Board will enter into an undertaking (the "Undertaking") for the benefit of the owners of each Series of the Series 2012 Bonds to provide, so long as the respective Series of the Series 2012 Bonds is outstanding and so long as required by the hereinafter described rule, certain financial information and operating data of certain events, pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. Part 240, §240.15c2-12) (the "Rule"). See "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT."

The Board failed to comply with its prior undertakings due on March 31, 2008 and was late in filing its annual report and audited financial statements for the Fiscal Year ended June 30, 2009 (due on March 31, 2010) in connection with the Outstanding Parity Bonds. The audited financial statements for the Fiscal Year ended June 30, 2009 were not released by the Legislative Auditor of the State until April 7, 2010, and those statements, along with the annual report, were filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access on May 25, 2010. Because the Board's audited financial statements are typically not available until after the March 31 undertaking deadline, the Board's undertaking in connection with the Series 2012 Bonds will be due on April 30 of each year, and the Board has amended its prior undertakings to change the due date to April 30 of each year. The Board has implemented internal and external procedures to ensure timely compliance with its undertakings in the future.

A failure by the Board to comply with the Undertaking will not constitute an Event of Default under the Bond Resolution (although Bondholders will have any available remedy at law or in equity). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by a broker-dealer or municipal securities dealer before recommending the purchase or sale of the Series 2012 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2012 Bonds and their market price.

MISCELLANEOUS

The information set forth herein has been obtained from Board records and other sources which are considered reliable. There is no guarantee that any of the assumptions or estimates contained herein will ever be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information. Reference is made to official documents in all respects. Any statement in this Official Statement involving any matter of opinion, whether or not expressly so stated, is intended as such and not as a representation of fact. No representation is made that any such opinion will actually be borne out. This Official Statement is not to be construed as a contract or agreement between the Board or the Underwriters and the purchasers or Registered Owners of any of the Series 2012 Bonds. Prospective purchasers of the Series 2012 Bonds are also cautioned that the accuracy of any statistical, demographic or economic projection or analysis contained herein is not guaranteed and therefore investors are urged to consult their own advisors concerning such projections or analysis.

The Board has duly authorized and directed the delivery of this Official Statement to the Underwriters for use in connection with the public offering of the Series 2012 Bonds.

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

By: _____
Vice Chancellor for Finance and
Administrative Services

DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION
RELATED TO THE UNIVERSITY

FINANCIAL REPORT OF THE LSU
SYSTEM FOR THE YEAR ENDED JUNE 30, 2011

PROPOSED FORM OF OPINION OF BOND COUNSEL
FOR THE SERIES 2012 BONDS

DEFINITIONS OF CERTAIN TERMS

SUMMARY OF CERTAIN PROVISIONS
OF THE BOND RESOLUTION

FORM OF CONTINUING DISCLOSURE AGREEMENT
FOR SERIES 2012 BONDS

BONDS TO BE REFUNDED

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOARD OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE SERIES 2012 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BOARD, DTC AND FROM OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS AND IS NOT TO BE CONSIDERED AS A REPRESENTATION BY THE UNDERWRITERS OR THEIR COUNSEL. IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BOARD, OR DTC SINCE THE DATE HEREOF. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE BOARD OR THE UNDERWRITERS AND ANY ONE OR MORE OF THE REGISTERED OWNERS OF THE SERIES 2012 BONDS.

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THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2012 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED DOES NOT MEAN THAT EITHER THESE JURISDICTIONS OR ANY OF THEIR AGENCIES HAVE PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED THESE SECURITIES, OR THEIR OFFER OR SALE. NEITHER SUCH JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE SERIES 2012 BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON, OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION INCONSISTENT WITH THE FOREGOING IS UNLAWFUL.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BOARD AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR THE PURPOSES OF RULE 15c2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AS OF THE DATE OF THIS PRELIMINARY OFFICIAL STATEMENT, THE BOARD DEEMED THIS PRELIMINARY OFFICIAL STATEMENT "FINAL" (AS THAT TERM IS USED IN PARAGRAPH (b)(1) OF SAID RULE 15c2-12).

THE SERIES 2012 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS THAT ARE "FORWARD-LOOKING STATEMENTS" AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ESTIMATE," "INTEND," AND "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.

ESCROW DEPOSIT AGREEMENT

By and Between

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

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent**

Dated as of _____, 2012

**Executed as Part of the Proceedings for the Defeasance of Certain Maturities
of the Following Issue of Bonds:**

**\$51,885,000 original aggregate principal amount of
Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Auxiliary Revenue Bonds
Series 2004B**

ESCROW DEPOSIT AGREEMENT

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ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of the ____ day of June, 2012 (this "Escrow Agreement"), by and among the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the "Board"), a public constitutional corporation of the State of Louisiana created and existing under the Constitution and laws of the State, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, and having full and complete trust powers, with a corporate trust office located in Jacksonville, Florida, as escrow agent hereunder (the "Escrow Trustee") and as Trustee (as hereinafter defined).

WITNESSETH:

WHEREAS, the Board heretofore issued its \$51,885,000 original aggregate principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds, Series 2004B (the "Series 2004B Bonds"), now outstanding in the aggregate principal amount of \$46,630,000, which Series 1997 Bonds were issued pursuant to the General Bond Resolution adopted on June 17, 1994, as supplemented and amended (the "General Bond Resolution"), including particularly by the Ninth Supplemental Resolution adopted by the Board at its meeting of September 24, 2014 and executed on October 26, 2004 (the "Ninth Supplemental Resolution" and, together with the General Bond Resolution, the "2004B Bond Resolution"); and

WHEREAS, the Board has also previously issued its (i) \$16,035,000 in original aggregate principal amount of Auxiliary Revenue Refunding Bonds, Series 2004 (the "Series 2004 Bonds"), pursuant to the Eighth Supplemental and Amendatory Resolution adopted on October 31, 2003, executed April 6, 2004 (the "Eighth Supplemental Resolution"); (ii) \$51,885,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2004B Bonds (the "Series 2004B Bonds") pursuant to the Ninth Supplemental Resolution adopted on September 24, 2004, executed October 26, 2004 (the "Ninth Supplemental Resolution"); (iii) \$18,905,000 in original aggregate principal amount of Auxiliary Revenue and Refunding Bonds, Series 2005A (the "Series 2005A Bonds") pursuant to the Tenth Supplemental and Amendatory Resolution adopted on April 15, 2005, executed June 2, 2005 (the "Tenth Supplemental Resolution"), (iv) \$97,095,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), pursuant to the Eleventh Supplemental Resolution adopted on adopted on July 14, 2006, executed August 9, 2006 (the "Eleventh Supplemental Resolution"), (v) \$71,130,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), pursuant to the Twelfth Supplemental Resolution adopted on October 5, 2007, executed December 11, 2007 (the "Twelfth Supplemental Resolution"); (vi) \$52,815,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2008 (the "Series 2008 Bonds") pursuant to the Thirteenth Supplemental Resolution adopted on June 5, 2008, executed June 27, 2008 (the "Thirteenth Supplemental Resolution") and (vii) \$87,625,000 in original aggregate principal amount of Auxiliary Revenue and Refunding Bonds, Series 2010A (the "Series 2010A Bonds") and \$31,250,000 in original aggregate principal amount of Gulf Opportunity Zone Auxiliary Revenue Bonds, Series 2010B (the "Series 2010B Bonds" and, together with the Series 2004 Bonds, the Series 2004B Bonds remaining outstanding after the issuance of the hereinafter defined Series 2012 Bonds, the Series 2005A Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008

Bonds and the Series 2010A Bonds, the “Outstanding Parity Bonds”) and all issued pursuant to the General Bond Resolution;

WHEREAS, the Board will issue, concurrently with the execution of this Escrow Agreement, \$_____ aggregate principal amount of its Auxiliary Revenue Refunding Bonds, Series 2012A (the “Series 2012A Bonds”), which Series 2012A Bonds shall be issued and secured on a parity as to security and source of payment with the Outstanding Parity Bonds (other than the hereinafter defined Refunded Bonds), in the manner authorized and provided by the Act and the Bond Resolution, as hereinafter defined, for the purposes of providing funds, together with other available moneys of the Board, to (i) advance refund certain maturities of the Board’s outstanding Series 2004B Bonds as more particularly described herein; (iii) fund a deposit to the Series 2012A Reserve Account; and (iii) pay the costs of issuance of the Series 2005 Bonds; and

WHEREAS, the Series 2012A Bonds will be issued by the Board pursuant to the Act and a Fifteenth Supplemental Resolution, adopted by the Board on April 27, 2012 (the “Fifteenth Supplemental Resolution” and collectively with the General Bond Resolution, as supplemented and amended, the “Bond Resolution”); and

WHEREAS, a portion of the proceeds of the Series 2012A Bonds will be applied as described herein for the advance refunding of the outstanding Series 2004B Bonds which mature _____ (the “Refunded Bonds”); and

WHEREAS, at the present time, The Bank of New York Mellon Trust Company, N.A. (the “Refunded Bonds Trustee”) serves as trustee with respect to the Series 2004B Bonds; and

WHEREAS, at the present time, The Bank of New York Mellon Trust Company, N.A. (the “2012 Trustee”) serves as trustee with respect to the Series 2012A Bonds; and

WHEREAS, it is the purpose and intent of this Escrow Agreement to provide for the application of certain moneys transferred to the Escrow Trustee that are derived from the proceeds of the Series 2012A Bonds, together with other available moneys of the Board, all in such manner as to cause the Refunded Bonds to be defeased and to be no longer deemed to be Outstanding pursuant to the requirements of the Bond Resolution; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Resolution; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and in order to provide for the aforesaid defeasance of the Refunded Bonds in accordance with the Bond Resolution, the parties hereto covenant, agree and bind themselves as follows:

Section 1. Creation of the Escrow Deposit Fund. There is hereby created by the Board in the custody of the Escrow Trustee in the name of the Board a trust fund to be designated “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds, Series 2004B Escrow Deposit Fund” (herein called the “Escrow Fund”). The Escrow Fund and each account created thereunder shall be held in trust as security for the payment of the principal of, redemption premium, as applicable, and interest on the Refunded Bonds to the

owners thereof by the Escrow Trustee separate and apart from any other funds and accounts of the Board, if any, held by the Escrow Trustee.

Section 2. Deposits to Escrow Fund.

(a) The Escrow Trustee hereby acknowledges the receipt and deposit to the credit of the Escrow Fund, the amount of \$_____ in immediately available funds representing a portion of the proceeds of the Series 2012A Bonds received from the 2012 Trustee under the Bond Resolution (the “Series 2012A Proceeds”) and available moneys of the Board. The Escrow Trustee represents and acknowledges that it has used such deposit to purchase on behalf of and at the direction of the Board, as evidenced hereby, Defeasance Obligations (as such term is defined in **Exhibit E** attached hereto) in the aggregate principal amount of \$_____, as described on **Exhibit A** attached hereto.

(b) The remaining amounts deposited to the Escrow Fund in the amount of \$_____ shall be held uninvested as part of the beginning cash balance in the Escrow Fund and applied by the Escrow Trustee as more fully described in **Exhibit A** to this Escrow Agreement.

Section 3. Application of the Escrow Fund. The Board hereby authorizes and directs the Escrow Trustee to invest a portion of the Escrow Fund, as described in Section (2)(a) hereof, in the Defeasance Obligations. The Escrow Trustee, without further authorization or direction from the Board, shall collect the principal of and interest on the Defeasance Obligations and shall deliver the same, together with any uninvested cash in the Escrow Fund, to the Refunded Bonds Trustee for the payment of the principal of, premium, if any, and interest when and as due on the Refunded Bonds, as more fully described in Exhibit A to this Escrow Agreement and pursuant to the terms of the Bond Resolution, consisting of (i) the payment of the principal of and interest on the Refunded Bonds becoming due (whether by maturity or mandatory sinking fund redemption) on or after July 1, 20__, and to the redemption of the entire outstanding principal amount of the Refunded Bonds on July 1, 20__ (the “Refunded Bond Redemption Date”), at a redemption price equal to the par amount of the Refunded Bonds plus accrued interest to such redemption date pursuant to the terms and provisions of Section 3.02 of the Ninth Supplemental Resolution.

The Escrow Trustee and the Refunded Bonds Trustee are hereby irrevocably instructed to take all actions, including the giving of all required notices (of redemption and defeasance) necessary pursuant to Section 5.02 of the General Bond Resolution, to cause the Refunded Bonds to be optionally redeemed on the Refunded Bond Redemption Date in accordance with their terms.

The Escrow Trustee shall have no power or duty to invest any moneys held hereunder or in the herein defined SLGS to make substitutions of the Defeasance Obligations held hereunder or to sell, transfer or otherwise dispose of the Defeasance Obligations acquired hereunder except as provided in this Section 3. Moneys in the Escrow Fund shall, and the Escrow Trustee agrees such moneys will, be used solely for the purpose as above-described and the deposit of such moneys in the Escrow Fund shall be irrevocable, and the Escrow Trustee agrees it will not surrender or otherwise attempt to redeem or otherwise negotiate the investments in the Escrow Fund, except as they shall come due, unless such redemption or negotiation shall be in connection with the purchase of other Defeasance Obligations permitted hereunder and the Escrow Trustee shall have received

(a) the written request of the Board which elaborates the procedures to be followed, (b) an opinion by an independent certified public accountant acceptable to the Escrow Trustee (the “Accountant”) that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and any beginning cash balance that is being held uninvested, will be sufficient to pay, as the same become due, all principal of, premium and interest on the Refunded Bonds which have not then previously been paid in accordance with the provisions of **Exhibit A** attached hereto, and (c) an unqualified opinion of Bond Counsel or special tax counsel (acceptable to the Board) to the effect that (i) such reinvestment will not adversely affect the excludability of interest on the Series 2012A Bonds or the Refunded Bonds from gross income for federal income tax purposes, and (ii) such reinvestment complies with the provisions of all relevant documents relating to the issuance of the Series 2012A Bonds and the Refunded Bonds. In any case where the Escrow Trustee is instructed to purchase United States Treasury Obligations - State and Local Government Series (“SLGS”), the Escrow Trustee shall, by at least five (5) days (or such different time as may hereafter be established by regulations of the United States Bureau of Public Debt) prior to such date, execute and file with a Federal Reserve Bank or Branch a subscription for the purchase and issue of such SLGS with such terms as may be required to effect such purchase on such date. Any investment earnings resulting from the reinvestment of proceeds of the Defeasance Obligations as described herein shall be transferred to the Board after the termination of this Escrow Agreement as set forth in Section 8 hereof. Subject to the foregoing requirements for the use of the Escrow Fund and the moneys and investments therein, the Board covenants and agrees that the Escrow Trustee shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and that the Board shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

The Refunded Bonds Trustee shall deliver to the Board within thirty (30) days after each Interest Payment Date on the Refunded Bonds (*i.e.*, each January 1 and July 1) of each year, a report of each transaction relating to the Escrow Fund.

Section 4. Release of Lien of Bond Resolution. In reliance upon the report and opinion of Causey, Demgen & Moore Inc., independent certified public accountants, dated June __, 2012, referred to in Section 18 hereof and upon the opinion of Adams and Reese LLP, as Bond Counsel, dated June __, 2012, attached hereto as **Exhibit C**, and delivered to certain parties, the Refunded Bonds Trustee under the Bond Resolution hereby acknowledges that the moneys and investments in the Escrow Fund satisfy the requirements of the Bond Resolution relating to the defeasance of the Refunded Bonds and agrees to deliver to the Board forthwith such instruments as are requested of it to evidence the Refunded Bonds Trustee’s release of the lien of the Bond Resolution and the documents relating thereto. Notwithstanding the fact that the liens of the Bond Resolution have been released with respect to the Refunded Bonds, the Refunded Bonds Trustee shall continue to perform those duties under the Bond Resolution that are necessary in order to preserve and protect the interests of the owners of the Refunded Bonds defeased hereby.

Section 5. Irrevocable Trust. The trust and fiduciary relationship created by this Escrow Agreement is irrevocable and intended for the benefit of the registered owners from time to time of the Refunded Bonds defeased hereby and the moneys derived from the interest on and principal of the investments in the Escrow Fund, are hereby dedicated and pledged for the payment of the principal of and premium and interest on the Refunded Bonds defeased hereby and such moneys are subject to the lien of such pledge, which is valid and binding against all parties having claims of any

kind against the Board, the Refunded Bonds Trustee or the Escrow Trustee. Such moneys and investments shall be used for the purposes herein stated and the lien and security of this Escrow Agreement shall take effect from the date hereof without regard to the date of actual execution and delivery of this Escrow Agreement and shall remain in full force and effect until the terms of this Escrow Agreement have been satisfied and the moneys and the investments in the Escrow Fund have been applied as herein contemplated.

Section 6. Fees and Expenses. The Board agrees to pay from moneys other than those in the Escrow Fund the Escrow Trustee's reasonable and customary administrative fees and to reimburse the Escrow Trustee for its reasonable and customary out-of-pocket expenses (including all publication expenses, if any, required by this Escrow Agreement) and reasonable fees of counsel incurred in connection with the discharge by the Escrow Trustee of its duties and responsibilities under this Escrow Agreement. The Escrow Trustee expressly waives any lien upon or claim against the moneys and investments in the Escrow Fund. Under no circumstances shall the Escrow Trustee have a lien on the Escrow Fund for its ongoing reasonable and customary charges, fees and expenses, and under no circumstances shall the Escrow Trustee make any claim against the Escrow Fund for such ongoing reasonable and customary charges, fees or expenses.

Section 7. Amendment of this Escrow Agreement. This Escrow Agreement may only be amended, supplemented or modified upon receipt of an instrument executed by the Board and the Escrow Trustee, and, to the extent that the obligations of the Refunded Bonds Trustee are affected thereby, by the Refunded Bonds Trustee.

Section 8. Termination of this Escrow Agreement. This Escrow Agreement shall terminate when the Refunded Bonds defeased hereby have been paid and discharged in accordance with the provisions hereof. If any Refunded Bonds defeased hereby are not presented for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement; funds for the payment of any nonpresented Refunded Bonds defeased hereby shall, upon termination of this Escrow Agreement, be held by the Escrow Trustee in accordance with the 2004B Bond Resolution. Any money or Defeasance Obligations held in the Escrow Fund at termination and not required for the payment of the principal of and premium and interest on any of the Refunded Bonds defeased hereby shall be paid or transferred to the Board.

Section 9. Benefit of this Escrow Agreement. This Escrow Agreement shall inure to the benefit of and shall be binding upon the Board, the Escrow Trustee, the Refunded Bonds Trustee, the registered owners of the Refunded Bonds defeased hereby and their respective successors and assigns subject to the provisions of this Escrow Agreement. In addition, this Escrow Agreement shall constitute a third party beneficiary contract for the benefit of the Refunded Bonds Trustee and each registered owner of a Refunded Bond that has been defeased hereby (but only with respect to its rights to the payment of principal of, premium, if any, and interest on the Refunded Bonds). Each such third party beneficiary shall be entitled to enforce the performance and observance by the Board and the Escrow Trustee of the respective agreements and covenants herein contained as fully and completely as if such third party beneficiary were a party hereto.

Any bank into which the Escrow Trustee may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall,

unless the Board disapproves in writing, be the successor escrow agent without the execution of any document or the performance of any further act. In the event the Board disapproves of the successor escrow agent resulting from any of the events described above, the Board shall immediately appoint any state or national bank authorized to serve in such capacity within the State of Louisiana which is an institution insured by the Federal Deposit Insurance Corporation and which has trust powers to be the successor escrow agent, whereupon such successor escrow agent shall immediately succeed to the respective agreements and covenants hereunder.

Section 10. Insufficient Moneys or Investments in the Escrow Fund. The Escrow Trustee shall immediately notify the Board by certified or registered, first-class mail, postage prepaid, whenever, for any reason, the Escrow Trustee becomes aware that the funds or accounts created pursuant to this Escrow Agreement plus the securities and investments therein and interest on said securities and investments, as the same accrues, will be insufficient to pay the principal of and premium and interest on the Refunded Bonds that are being defeased hereby as the same become due and payable prior to and through the Refunded Bond Redemption Date. The Board shall pay to the Escrow Trustee the amount of any such deficiency in immediately available funds immediately upon receipt of any such notice.

Section 11. Examination of Records; Obligations and Responsibilities of Escrow Trustee.

(a) The Board shall have the right, at any time upon reasonable notice, to examine all of the Escrow Trustee's records regarding the status of the funds or accounts created pursuant to this Escrow Agreement, and the details of all income, investments, redemptions and withdrawals therefrom with respect to the funds or accounts created pursuant to this Escrow Agreement. After the Refunded Bonds have been paid in full, the Board shall obtain all records and files relating to this Escrow Agreement from the Escrow Trustee. The Board shall keep all of such records and files available for inspection for six years from the date on which the Refunded Bonds shall have been paid in full.

(b) The Escrow Trustee shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Board of any of the Board's obligations, or to protect any of the Board's rights under any bond resolution or any of the Board's other contracts with or franchises or privileges from any state, parish, county, municipality or other governmental agency or with any corporation or individual. The Escrow Trustee shall not be liable for any act done or step taken or omitted by the Escrow Trustee or any mistake of fact or law or for anything which the Escrow Trustee may do or refrain from doing, except for its negligence or its willful misconduct in the performance of any obligation imposed upon the Escrow Trustee hereunder. The Escrow Trustee shall not be responsible in any manner whatsoever for the recitals or statements contained herein, in the Refunded Bonds or any proceedings taken in connection therewith (excepting, in its capacity as Trustee under the 2004B Bond Resolution), as they are made solely by the Board. In the performance of its duties hereunder, the Escrow Trustee shall be entitled to the same protections and rights granted to the trustee in Article XI of the General Bond Resolution.

Section 12. Resignation or Removal of the Escrow Trustee; Successor Escrow Trustees. The Escrow Trustee at the time acting hereunder may at any time resign and be discharged from the

trust hereby created by giving written notice to the Board, the Trustee and each rating service which has issued a rating on the Refunded Bonds, and giving such notice to the registered owners of the Refunded Bonds in the same manner as required by the provisions of Article XI of the General Bond Resolution in connection with the resignation of the Trustee, not less than ninety (90) days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance by the Board of the resignation, the appointment of a successor Escrow Trustee (which may be a temporary escrow trustee) by the Board, the acceptance by such successor Escrow Trustee of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Escrow Fund, including the moneys and securities and investments held therein, to such successor Escrow Trustee and the completion of any other actions required for the principal of and interest on, the securities and investments to be made payable to such successor Escrow Trustee rather than the resigning Escrow Trustee.

The Escrow Trustee may also be removed for cause by the Board, which removal shall become effective upon the appointment of a successor Escrow Trustee (which may be a temporary successor escrow trustee) by the Board, the acceptance of such successor Escrow Trustee of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Escrow Fund, including the moneys and securities and investments held therein, to such successor Escrow Trustee and the completion of any other actions required for the principal of and interest on the securities and investments to be made payable to such successor Escrow Trustee rather than the Escrow Trustee so being removed. The new Escrow Trustee shall give the notice of any such appointment as soon as practicable to the parties and in the same manner as are described in the first paragraph of this Section 12.

In the event the Escrow Trustee shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Trustee 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 temporary Escrow Trustee to fill such vacancy until a successor Escrow Trustee shall be appointed by the Board in the manner hereinabove provided, and any such temporary Escrow Trustee so appointed by the Board shall immediately and without further act be superseded by the successor Escrow Trustee so appointed. The new Escrow Trustee shall give the notice of any such appointment as soon as practicable to the parties and in the same manner as are described in the first paragraph of this Section 12.

No successor Escrow Trustee shall be appointed unless such successor Escrow Trustee shall be a corporation or association with trust powers organized under the banking laws of the United States of America or any state of the United States of America and shall have at the time of appointment capital and surplus of not less than \$75,000,000.

Every successor Escrow Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, the Board and the Trustee, an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Trustee or the Board, execute and deliver an instrument transferring to such successor Escrow Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Trustee shall deliver all securities and investments and

moneys held by it to its successor. Should any transfer, assignment or instrument in writing from the Board be required by any successor Escrow Trustee for more fully and certainly vesting in such successor Escrow Trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Trustee, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Board.

Any corporation into which the Escrow Trustee, or any successor to it in the trusts created by this Escrow Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Trustee or any successor to it shall be a party, shall, if satisfactory to the Board, be the successor Escrow Trustee under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 13. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Board or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 14. Successors and Assigns. All of the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the Board or the Escrow Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 15. Governing Law. This Escrow Agreement shall be governed by the applicable law of the State of Louisiana.

Section 16. Headings. Any headings preceding the text of the several Sections hereof shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 17. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 18. Verification of the Escrow Fund. Set forth as **Exhibit B** and attached hereto and hereby incorporated by reference herein is a copy of the report prepared by Causey Demgen & Moore Inc., independent certified public accountants, dated June __, 2012, showing (a) the payments of the principal of and interest on the investments and moneys in the Escrow Fund, (b) the total of the principal of and premium and interest on the Refunded Bonds being defeased hereby required to be paid to and including the 2004B Bond Redemption Date in the amounts and on the dates indicated, and (c) the cumulative balance in the Escrow Fund after each payment is made from the Escrow Fund. With the report, Causey Demgen & Moore Inc. has delivered its opinion, to be relied upon by the Board, the Refunded Bonds Trustee, the Trustee, the Escrow Trustee, the Underwriter and Adams and Reese LLP that if the principal of and interest on the investments in the Escrow Fund are paid as said principal and interest become due, the proceeds from the collection of such

interest and principal, together with any other moneys then required to be held in the Escrow Fund, will be sufficient to permit the prompt payment of the Refunded Bonds being defeased hereby as the same become due to and including the 2004B Bond Redemption Date. The Escrow Trustee and the Refunded Bonds Trustee shall not be liable for the accuracy of any calculations as to the sufficiency of the investments and moneys in the Escrow Fund to pay the principal of, premium and interest on the Refunded Bonds or other calculations required to be made hereunder and shall not be liable for any deficiencies in the amounts necessary to make such payments.

Section 19. Notices. Any notices, requests, complaints, demands, communications or other papers shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, telecopy or telex (or telephone to the extent permitted hereunder), addressed to the parties as follows:

- | | |
|-----------------------------|--|
| The Board: | (1) President for the
Louisiana State University System
111 System Building
Baton Rouge, LA 70803
Facsimile: (225) 578-5524 |
| | (2) Vice Chancellor for Finance and Administrative Services
and Chief Financial Officer for Louisiana State University
and Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, LA 70803
Facsimile: (225) 578-5403 |
| The Escrow Trustee: | The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, Corporate Trust Division
10161 Centurion Parkway
Jacksonville, FL 32256
Attn: Corporate Trust Department |
| The 2012 Trustee: | The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, Corporate Trust Division
10161 Centurion Parkway
Jacksonville, FL 32256
Attn: Corporate Trust Department |
| The Refunded Bonds Trustee: | The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, Corporate Trust Division
10161 Centurion Parkway
Jacksonville, FL 32256
Attn: Corporate Trust Department |

Section 20. Notice of Defeasance. The Board hereby irrevocably instructs the Escrow Trustee to cause the Refunded Bonds Trustee to give a Notice of Defeasance of the Refunded Bonds, substantially in the form attached as **Exhibit D** hereto, to be mailed to all record holders of the

Refunded Bonds in accordance with the provisions of the Bond Resolution. The Board will reimburse the Refunded Bonds Trustee for any expenses incurred in connection with this Section from moneys other than those in the Escrow Fund.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Escrow Deposit Agreement]

IN WITNESS WHEREOF, the Board has caused this Escrow Deposit Agreement to be executed by its duly authorized officer and its seal to be hereunder affixed on this ____ day of June, 2012.

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

By _____

Name: Eric N. Monday

Title: Vice Chancellor for Finance and Administrative
Services and Chief Financial Officer, Louisiana State
University Agricultural and Mechanical College

[SEAL]

[Signature Page to Escrow Deposit Agreement]

IN WITNESS WHEREOF, the Escrow Trustee has caused this Escrow Deposit Agreement to be executed by its duly authorized officer on this ____ day of June, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Escrow Trustee

By _____

Name:

Title:

RELEASE OF LIEN OF 2004B BOND RESOLUTION

The Trustee under the 2004B Bond Resolution, in reliance upon various opinions and reports presented to it, hereby acknowledges pursuant to the 2004B Bond Resolution and Section 4 of this Escrow Deposit Agreement that, as a result of the deposit of the moneys and investments contained in the Escrow Fund created hereunder, it does hereby release and discharge the liens of the 2004B Bond Resolution solely with respect to the Refunded Bonds. Notwithstanding the fact that the liens of the 2004 B Bond Resolution have been released with respect to the Refunded Bonds, the Trustee shall continue to perform those duties under the 2004B Bond Resolution that are necessary in order to preserve and protect the interests of the outstanding Series 2004B Bonds and the Refunded Bonds defeased hereby.

Dated this _____ day of June, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Trustee under the 2004B Bond Resolution

By: _____
Name:
Title:

EXHIBIT A
TO ESCROW DEPOSIT AGREEMENT

DESCRIPTION OF ESCROW FUND PORTFOLIO
OF DEFEASANCE OBLIGATIONS AND ESCROW CASH FLOW

EXHIBIT B
TO ESCROW DEPOSIT AGREEMENT

CPA VERIFICATION OF ESCROW FUND

EXHIBIT C
TO ESCROW DEPOSIT AGREEMENT

DEFEASANCE OPINION

June __, 2012

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Baton Rouge, Louisiana

Morgan Keegan & Company, Inc.
as Underwriter
New Orleans, Louisiana

The Bank of New York Trust Company, N.A.
as Escrow Trustee, Trustee for the Refunded
Bonds and as 2012 Trustee
Jacksonville, Florida

J.P. Morgan Securities LLC,
as Underwriter
Chicago, Illinois

J.P. Morgan Trust Company,
National Association, as
Trustee for the Refunded Bonds
Baton Rouge, Louisiana

RBC Capital Markets, LLC
Baltimore, Maryland

§ _____
**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
Auxiliary Revenue Bonds
Series 2004B**

Ladies and Gentlemen:

We have acted as bond counsel in connection with certain transactions pursuant to a Fifteenth Supplemental Resolution, adopted April 27, 2012 and effective as of the date hereof (the "Fifteenth Supplemental Resolution") of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") with respect to (i) the issuance by the Board of its \$_____ Auxiliary Revenue Refunding Bonds, Series 2012A (the "Series 2012A Bonds"), and (ii) the refunding of a portion of the above-captioned Series 1997 Bonds maturing _____ (the "Refunded Bonds") issued pursuant to the General Bond Resolution adopted by the Board on June 17, 1994, as supplemented and amended (the "General Bond Resolution"), including, particularly, by the Ninth Supplemental Resolution adopted on September 24, 2004, and effective October 26, 2004 (the "Ninth Supplemental Resolution").

We have examined the transcripts of certified proceedings pertaining to the issuance of the Refunded Bonds upon which we rely. We have also examined an original executed copy of the Fifteenth Supplemental Resolution and certain instructions to The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as the Trustee for the Refunded Bonds and as Escrow Trustee, respectively, to give notice to the holders of the Refunded Bonds of, among other things, the deposit of moneys and Defeasance Obligations (as defined in the Escrow Agreement) in the

Escrow Fund established under an Escrow Deposit Agreement dated June __, 2012 (the “Escrow Agreement”) between the Board and The Bank of New York Mellon Trust Company, N.A., as escrow trustee (the “Escrow Trustee”), and the defeasance of the Refunded Bonds.

Certain moneys derived from the proceeds of the Board’s Series 2012A Bonds and available moneys of the Board have been deposited with the Escrow Trustee in the Escrow Fund established pursuant to the Escrow Agreement and used to purchase Defeasance Obligations. The principal of and interest on the Defeasance Obligations are designed to provide sufficient moneys to pay the principal, interest and premium on the Refunded Bonds to and including their optional redemption date of July 1, 2014.

Based upon such examinations, we are of the opinion, as of the date hereof and under existing law, that the Refunded Bonds have been deemed paid within the meaning of the Bond Resolution and rights granted under the Bond Resolution have ceased, determined and become void and the Refunded Bonds are no longer secured by or entitled to the benefits of the Bond Resolution. We are further of the opinion that the deposit of funds into the Escrow Fund and their application as provided in the Escrow Agreement will not adversely affect the exclusion of interest on the Refunded Bonds for federal income tax purposes.

For the purposes of this opinion, we have assumed that the Escrow Agreement has been duly authorized, executed and delivered by the Board, and constitutes the legal, valid and binding obligation of said Board, enforceable in accordance with its terms. In rendering the opinion expressed herein with respect to the defeasance of the Refunded Bonds, we have made no independent mathematical verification regarding the sufficiency of the Escrow Fund for the payment of the required debt service on the Refunded Bonds to their optional redemption date and have relied for purposes of this opinion upon the mathematical certification of Causey, Demgen & Moore, Inc., independent certified public accountants, as to the mathematical accuracy of the computations of such sufficiency.

It is to be understood that the enforceability of the Escrow Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that its enforceability may also be subject to the exercise of the sovereign police powers of the State of Louisiana, or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

ADAMS AND REESE LLP

FORM OF NOTICE OF DEFEASANCE

NOTICE TO OWNERS OF

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Auxiliary Revenue Bonds, Series 2004B
maturing _____
issued in the original aggregate amount of \$51,885,000

Dated: _____, 2012

Maturity Date
(July 1)

Interest Rate

CUSIP Number

NOTICE IS HEREBY GIVEN that, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), pursuant to a General Bond Resolution adopted June 17, 1994, as supplemented and amended (the "General Bond Resolution"), including, particularly by (i) a Ninth Supplemental Resolution adopted by the Board on September 24, 2004 and effective on October 26, 2004 (the "Ninth Supplemental Resolution" and, together with the General Bond Resolution, the "2004B Resolution"), and (ii) a Fifteenth Supplemental Resolution adopted by the Board on June 8, 2012 and effective on June __, 2012 (the "Fifteenth Supplemental Resolution" and, together with the General Bond Resolution, the "2012 Resolution") has caused to be deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Trustee"), in trust and irrevocably set aside for such payment, cash and Defeasance Obligations, as defined in the 2004B Bond Resolution, pursuant to the Escrow Deposit Agreement dated June __, 2012, between the Board and the Escrow Trustee (the "Escrow Deposit Agreement"), maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to pay in full a portion of the outstanding Series 2004B Bonds (such Series 2004B Bonds referred to herein as the "Refunded Bonds") (as separately verified by Causey Demgen & Moore Inc.), including the principal of and interest on the Series 1997 Bonds, maturing on July 1 in the years 20__ through 20__, inclusive, and to call for redemption on July 1, 2014 (the "Redemption Date") all Refunded Bonds, pursuant to an optional redemption of said Refunded Bonds. Notice is hereby given that the lien of the 2004B Bond Resolution with respect to the Refunded Bonds has been discharged and defeased by virtue of the deposit to the Escrow Fund established by the Escrow Deposit Agreement of the cash and Defeasance Obligations referenced above.

The principal of, redemption premium, as applicable, and interest on the Series 1997 Refunded Bonds shall be paid by The Bank of New York Mellon Trust Company, N.A., as trustee for the Refunded Bonds (the "Refunded Bonds Trustee") in accordance with the terms of such Series 2004B Bonds. The Escrow Trustee, pursuant to the Escrow Deposit Agreement, is required to provide funds to the Refunded Bonds Trustee sufficient in amount to redeem on the Redemption Date, the Refunded Bonds maturing July 1, in the years 20__ through July 1, 20__, inclusive, and on July 1, 20__, at a redemption price equal to the par amount thereof, plus interest accrued to and including the redemption date.

A notice of redemption is required to be given by the Refunded Bonds Trustee at least 30 days prior to the Redemption Date in conformity with the provisions of the Refunded Bonds and the Bond Resolution.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N .A.,
as Refunded Bonds Trustee

Publication Date: _____, 2012

DEFEASANCE OBLIGATIONS

[SLGS]

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

**§ _____
BOARD OF SUPERVISORS
OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
AUXILIARY REVENUE REFUNDING BONDS
SERIES 2012A**

FIFTEENTH SUPPLEMENTAL RESOLUTION

APPROVED JUNE 8, 2012
EXECUTED JUNE __, 2012

FIFTEENTH SUPPLEMENTAL RESOLUTION

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

**Fifteenth Supplemental Resolution
(the “Fifteenth Supplemental Resolution”)**

A Fifteenth Supplemental Resolution supplementing and amending the General Bond Resolution adopted on June 17, 1994, as previously amended; providing for the issuance of _____ and No/100 Dollars (\$_____) principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Refunding Bonds, Series 2012A, pursuant to said General Bond Resolution and this Fifteenth Supplemental Resolution; approving and confirming the sale of such bonds; prescribing the form, fixing the details and providing for the payment of principal of and interest on such bonds and the application of the proceeds thereof; and providing for 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, Chapters 13, 13-A and 14A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority (collectively, the “Act”), authorize the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board” or the “Issuer”) to borrow money and to issue bonds and refunding and pledge revenues to guarantee payment thereof in accordance with law and with approval of the State Bond Commission; and

WHEREAS, the Board adopted a General Bond Resolution on June 17, 1994 (as supplemented and amended to the date hereof, the “General Bond Resolution”) authorizing the issuance of revenue bonds of the Board on the terms and conditions set forth in the General Bond Resolution; and

WHEREAS, the General Bond Resolution provides that the details of the Bonds of each Series issued thereunder shall be specified in a supplemental resolution adopted by the Board authorizing the issuance of such Series of Bonds, subject to the terms, conditions and limitations established in the General Bond Resolution; and

WHEREAS, the Board desires to avail itself of the provisions of the Act and the General Bond Resolution through the incurrence of debt and issuance of its Auxiliary Revenue Refunding Bonds, Series 2012A, in an aggregate principal amount of \$_____ (the “Series 2012A Bonds”), to be used, together with other available funds of the Board, to (i) advance refund a portion of the Board’s Auxiliary Revenue Bonds, Series 2004B, issued in the original aggregate principal amount of \$51,885,000 (the "Refunded Bonds"), the current outstanding principal balance for which is \$46,630,000 and the callable portion of which is \$43,645,000; (ii) ~~fund the Series 2012A Reserve Account,~~ and (iii) pay the costs of issuance of the Series 2012A Bonds, subject to the terms and conditions contained herein and in a Bond Resolution (as hereinafter defined); and

WHEREAS, pursuant to a resolution adopted by the Board at its meeting of April 27, 2012 (the "Authorization Resolution"), the Board made application to the State Bond Commission for authority to proceed with the sale of its not to exceed \$44,000,000 Auxiliary Revenue Refunding Bonds, in one or more series in order to accomplish the advance refunding of the Series 2004B Bonds; and

WHEREAS, the State Bond Commission authorized and approved the issuance of the Series 2012A Bonds at its meeting on May 17, 2012; and

WHEREAS, the Series 2012A Bonds shall be payable from Auxiliary Revenues, defined herein, which are derived from self-generated revenues from students and the public at large who utilize Auxiliary Facilities, defined herein; and

WHEREAS, the Board has previously issued its (i) \$16,035,000 in original aggregate principal amount of Auxiliary Revenue Refunding Bonds, Series 2004 (the "Series 2004 Bonds"), pursuant to the Eighth Supplemental and Amendatory Resolution adopted on October 31, 2003, effective April 6, 2004 (the "Eighth Supplemental Resolution"); (ii) \$51,885,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2004B Bonds (the "Series 2004B Bonds") pursuant to the Ninth Supplemental Resolution adopted on September 24, 2004, effective October 26, 2004 (the "Ninth Supplemental Resolution"); (iii) \$18,905,000 in original aggregate principal amount of Auxiliary Revenue and Refunding Bonds, Series 2005A (the "Series 2005A Bonds") pursuant to the Tenth Supplemental and Amendatory Resolution adopted on April 15, 2005, effective June 2, 2005 (the "Tenth Supplemental Resolution"), (iv) \$97,095,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), pursuant to the Eleventh Supplemental Resolution adopted on adopted on July 14, 2006, effective August 9, 2006 (the "Eleventh Supplemental Resolution"), (v) \$71,130,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), pursuant to the Twelfth Supplemental Resolution adopted on October 5, 2007, effective December 11, 2007 (the "Twelfth Supplemental Resolution"); (vi) \$52,815,000 in original aggregate principal amount of Auxiliary Revenue Bonds, Series 2008 (the "Series 2008 Bonds") pursuant to the Thirteenth Supplemental Resolution adopted on June 5, 2008, effective June 27, 2008 (the "Thirteenth Supplemental Resolution") and (vii) \$87,625,000 in original aggregate principal amount of Auxiliary Revenue and Refunding Bonds, Series 2010A (the "Series 2010A Bonds") and \$31,250,000 in original aggregate principal amount of Gulf Opportunity Zone Auxiliary Revenue Bonds, Series 2010B (the "Series 2010B Bonds" and, together with the Series 2004 Bonds, the Series 2004B Bonds remaining outstanding after the issuance of the Series 2012A Bonds, the Series 2005A Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008 Bonds and the Series 2010A Bonds, the "Outstanding Parity Bonds") and all issued pursuant to the General Bond Resolution; and

WHEREAS, the Series 2012A Bonds will be issued on a parity as to security and source of payment with the Outstanding Parity Bonds and any Additional Bonds; and

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

ARTICLE I

DEFINITIONS; AMENDMENT; FINDINGS AND INTERPRETATION

Section 1.01. *Definitions*. Unless the context shall clearly indicate some other meaning or unless otherwise defined herein, all words and terms used in this Fifteenth Supplemental Resolution which are defined in the General Bond Resolution adopted by this Board on June 17, 1994, as amended to the date hereof, entitled: “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,” shall, for all purposes of this Fifteenth Supplemental Resolution, have the respective meanings given to them in the General Bond Resolution. In addition, unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Bond Resolution, have the following meanings:

“*Authorization Resolution*” means, collectively, the resolutions adopted by the Board on (i) April 27, 2012, granting authorization to proceed with the sale of the Series 2012A Bonds and making application to the State Bond Commission and (ii) June 8, 2012, approving the terms of and issuance of the Series 2012A Bonds.

“*Authorized Board Representative*” means, with respect to the Series 2012A Bonds and any document relating thereto, one or more, as required by law or by the Bond Resolution, the Chairman, the Chairman-Elect, the Secretary and each officer of the Board, the President and Assistant Vice President of Budget and Finance and Comptroller of the LSU System, and the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University, or any other Person designated in writing to the Trustee by the Chairman or Chairman-Elect of the Board or designated by a resolution of the Board.

“*Board Documents*” means the General Bond Resolution, this Fifteenth Supplemental Resolution, the Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement and the Purchase Agreement.

“*Bond Resolution*” means, with respect to the Series 2012A Bonds, the General Bond Resolution as heretofore supplemented and amended, and as additionally supplemented by this Fifteenth Supplemental Resolution.

“*Bond Year*” shall mean the twelve (12) month period commencing at 12:01 a.m. on July 1 of each year and ending at 12:01 a.m. the succeeding June 30 or, at the discretion of the Board, any other twelve month period.

“*Business Day*” means a day other than (i) a Saturday, Sunday or legal holiday in the city in which the Principal Office of the Board and the Trustee is located or (ii) a day on which the New York Stock Exchange is closed.

“*Cede & Co.*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2012A Bonds.

“*Continuing Disclosure Certificate*” means the Continuing Disclosure Certificate, dated the date of delivery of the Series 2012A Bonds, by the Board and acknowledged by the Trustee.

“*Debt Service Requirements*” means for any particular Fiscal Year with respect to all Bonds or a particular Series of Bonds, as applicable, an amount equal to the sum of (a) all interest payable during such Fiscal Year on such Outstanding Bonds, plus (b) the Principal Installment of such Outstanding Bonds falling due during such Fiscal Year, calculated on the assumption that such 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 Series of 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 a Series of Bonds shall be calculated on the assumption that no Bonds 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.

“*Defeasance Obligations*” means, with respect to the Series 2012A Bonds, the obligations listed in subparagraphs 1. and 2. under the definition of “*Permitted Investments*” in this Section 1.01.

“*DTC*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository appointed pursuant to Section 2.05.

“*DTC Representation Letter*” means the Blanket Letter of Representation from the Board to DTC with respect to the Bonds, or any agreement between the Board and/or the Paying Agent and a successor securities depository appointed pursuant to Section 2.05, in either case as from time to time amended.

“*Electronic Means*” means telecopy, telegraph, telex, facsimile transmission, e-mail transmission or other similar electronic means of communication, including a telephonic communication confirmed by writing or written transmission.

“*Escrow Agreement*” means the Escrow Deposit Agreement dated the date of delivery of the Series 2012A Bonds between the Board and the Escrow Trustee.

“*Escrow Fund*” means the Escrow Fund created pursuant to the Escrow Agreement.

“*Escrow Trustee*” means The Bank of New York Mellon Trust Company, N.A.

“*Fiscal Year*” means the twelve month period beginning on July 1 of any year and ending on June 30 of the following year.

“*Fitch*” means Fitch Ratings, a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “*Fitch*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board.

“*Funds and Accounts*” means the Funds and Accounts created pursuant to Article VII of the General Bond Resolution or pursuant to this Fifteenth Supplemental Resolution.

“*General Bond Resolution*” means the General Bond Resolution adopted by the Board on June 17, 1994, as amended to the date hereof.

“*Interest Payment Dates*” means January 1 and July 1 of each year commencing July 1, 2012.

“*Issuer*” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its successors and assigns.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Board and approved by the Liquidity Provider (which shall not be under any liability by reason of such approval).

“*Outstanding,*” “*Outstanding Bonds*” or “*Bonds Outstanding*” when used as of a particular time with reference to Series 2012A Bonds, means (subject to the Section 8.08 hereof) all Series 2012A Bonds delivered under the Fifteenth Supplemental Resolution except:

- (i) Series 2012A Bonds cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (ii) Series 2012A Bonds paid or deemed to have been paid within the meaning of Article XIII of the General Bond Resolution; and
- (iii) Series 2012A Bonds in lieu of or in substitution for which replacement Series 2012A Bonds shall have been executed by the Board and delivered by the Trustee hereunder.

“*Participants*” means brokers, dealers, banks and other financial institutions and other Persons for whom from time to time DTC effects book-entry transfers and pledges of securities deposited with DTC.

“*Paying Agent*” means the Trustee.

“*Permitted Investments*” means, with respect to the Series 2012A Bonds, the following, to the extent permitted by applicable law:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below);

(2) Direct obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America;

(3) Obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America:

- Export-Import Bank
- Farm Credit System Financial Assistance Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing and Urban Development (PHA's)
- Federal Housing Administration
- Federal Financing Bank;

(4) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated "Aaa" by Moody's and "AAA" by S&P issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies;

(5) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(6) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's, and which matures not more than 270 days after the date of purchase;

(7) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

(8) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the

obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (A)(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity or redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(9) General obligations of any state of the United States of America with a rating of at least "A2/A" or higher by both Moody's and S&P;

(10) Investment agreements (supported by appropriate opinions of counsel); and

(11) Other forms of investments (including repurchase agreements).

"President" means the President of the LSU System.

"Purchase Agreement" means the Bond Purchase Agreement dated June __, 2012 between the Board and the Underwriter.

"Refunded Bonds" means the portion of the Series 2004B Bonds being refunded using proceeds of the Series 2012A Bonds, as more fully described in **Exhibit B** hereto.

"Requisition" means the Payment Requisition Form, in the form attached as **Exhibit C** to this Fifteenth Supplemental Resolution to be submitted for payment of Costs of Issuance.

"Reserve Fund Investment" means a qualified surety bond or insurance policy issued by an insurance company.

[***"Reserve Requirement"* means, with respect to the Series 2012A Bonds, (a) an amount equal to the lesser of (i) 100% of the maximum annual principal and interest due on the Series 2012A Bonds, (ii) 10% of the aggregate proceeds of the Series 2012A Bonds or (iii) 125% of the aggregate average annual debt service on the Series 2012A Bonds, which amount may be satisfied with cash or a Reserve Fund Investment in the amount required pursuant to clause (a), or any combination of the foregoing.**]

“S&P” means Standard & Poor's Ratings Services, a Standard and Poor's Financial Services LLC business, duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Board.

“*Series 2012A Bonds*” means the Bonds issued in the aggregate principal amount of \$_____ issued by the Board pursuant to the Bond Resolution.

“*Series 2012A Costs of Issuance Account*” means the account by that name created within the Bond Fund by that name created pursuant to Section 6.01 hereof.

“*Series 2012A Interest Account*” means the Account by that name created within the Bond Fund pursuant to Section 6.01 hereof.

“*Series 2012A Principal Account*” means the Account by that name created within the Bond Fund pursuant to Section 6.01 hereof.

[**“*Series 2012A Reserve Account*” means the Account by that name created within the Reserve Fund pursuant to Section 6.01 hereof.**]

“*Series 2012A Sinking Fund*” means the Series 2012A Principal Account and the Series 2012A Interest Account of the Bond Fund.

“*Tax Compliance Certificate*” means, with respect to the Series 2012A Bonds, the Tax Compliance Certificate dated the date of delivery of the Series 2012A Bonds between the Board and the Trustee.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, or any successor thereto.

“*2012 Costs of Issuance*” means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Series 2012A Bonds including, but not limited to, publication costs, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, bond insurance premiums, fees and costs of preparing preliminary and final official statements, fees and charges for preparation, execution, transportation and safekeeping of Series 2012A Bonds and any other cost, charge or fee in connection with the original sale and issuance of the Series 2012A Bonds.

“*Underwriter*” means, collectively, Morgan Keegan & Company, Inc., J.P. Morgan Securities LLC and RBC Capital Markets LLC.

Unless or except as the context shall clearly indicate otherwise or may otherwise require in this Fifteenth Supplemental Resolution: (i) all references to a particular section, paragraph or subdivision of the General Bond Resolution or this Fifteenth Supplemental Resolution, as the case

may be, are to be the corresponding section, paragraph or subdivision of the General Bond Resolution only or this Fifteenth Supplemental Resolution only, as the case may be; (ii) the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Fifteenth Supplemental Resolution only, and to this Fifteenth Supplemental Resolution as a whole and not to any particular section, paragraph or subdivision thereof; (iii) the terms “therein,” “thereunder,” “thereby,” “thereto,” “thereof” and any similar terms refer to the General Bond Resolution, and to the General Bond Resolution as a whole and not to any particular section, paragraph or subdivision thereof; and (iv) the term “heretofore” means before the time of effectiveness of this Fifteenth Supplemental Resolution and the term “hereafter” means after the time of the effectiveness of this Fifteenth Supplemental Resolution.

Section 1.02. *Intentionally Left Blank.*

Section 1.03. *Sale of the Series 2012A Bonds.* The selection of the Underwriter by Authorized Representatives of the University is hereby approved and ratified. The sale of the Series 2012A Bonds to the Underwriter pursuant to the Purchase Agreement at the purchase price stated therein is hereby approved. The execution, delivery and performance of the Purchase Agreement are hereby approved and an Authorized Board Representative is hereby directed to execute and deliver the Purchase Agreement and all Board Documents.

Section 1.04. *Ratification and Approval of Preliminary Official Statement, Approval of Official Statement, Purchase Agreement, Escrow Agreement and other documents.*

(a) In connection with the issuance and sale of the Series 2012A Bonds, there have been prepared and submitted to this meeting forms of:

- (i) a draft of the Preliminary Official Statement (the “Preliminary Official Statement”), to be used in connection with the marketing of the Series 2012A Bonds;
- (ii) a draft of the final Official Statement (the “Official Statement”) to be used in connection with the sale of the Series 2012A Bonds;
- (iii) the Purchase Agreement; and
- (iv) the Escrow Agreement.

(b) The Preliminary Official Statement in the form presented to this meeting and made a part hereof as though set forth in full herein, is hereby approved and its use by the Underwriter and the delivery of the “Rule 15c2-12 Certificate” by the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University to the Underwriter are hereby approved in connection with the public offering and marketing of the Series 2012A Bonds.

(c) The Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting and made a part hereof as though set forth in full herein, is hereby approved and its use by the Underwriter in connection with the public offering and

sale of the Series 2012A Bonds with such changes, insertions and omissions as may be approved by the Chairman or Chairman-Elect of the Board is hereby approved. The Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University is hereby authorized and directed to execute the Official Statement and any amendment or supplement thereto, in the name of and on behalf of the Board with such changes therein as shall be approved by the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University and to cause the Official Statement and any such amendment or supplement to be delivered to the Underwriter with the approval of any changes, insertions or omissions to be conclusively evidenced by the execution and delivery thereof by the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University.

(d) The Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University is hereby authorized and directed to execute and deliver the Purchase Agreement with such changes, insertions and omissions as he may approve, said execution being conclusive evidence of such approval.

(e) The Continuing Disclosure Certificate, made a part hereof as though set forth in full herein, is hereby approved. The Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as they may approve, said execution being conclusive evidence of such approval.

(f) The Tax Compliance Certificate, made a part hereof as though set forth in full herein, is hereby approved. The Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University is hereby authorized and directed to execute and deliver the Tax Compliance Certificate with such changes, insertions and omissions as they may approve, said execution being conclusive evidence of such approval.

(g) The Escrow Agreement, made a part hereof as though set forth in full herein, is hereby approved. The Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University is hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and omissions as he may approve, said execution being conclusive evidence of such approval.

Section 1.05. **Authorized Officers.** Each Authorized Board Representative acting singly is hereby authorized and directed to execute and deliver the Board Documents and any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Board Documents.

[End of Article I]

ARTICLE II

AUTHORIZATION AND DETAILS OF THE SERIES 2012A BONDS

Section 2.01. **Authorization.** Pursuant to the Act and other statutory and constitutional authority, there is hereby authorized the incurring of indebtedness and the issuance of the Board's Series 2012A Bonds to be designated "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Refunding Bonds, Series 2012A," in the principal amount of \$_____, to provide funds, together with other available funds of the Board, to (i) advance refund the Refunded Bonds, (ii) [**fund the Series 2012A Reserve Account,**], and (iii) pay the costs of issuance of the Series 2012A Bonds. Upon the issuance of the Series 2012A Bonds, the proceeds thereof shall be deposited as directed by written order of the Board in the appropriate Fund or Account designated by such order.

Section 2.02. **Form; Denominations; Date; Limited Obligations.**

(a) The Series 2012A Bonds shall be fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof, and shall be substantially in the form of **Exhibit A** hereto, with such variations as may be permitted or required by the Act or the Bond Resolution. The Series 2012A Bonds may also bear such legends or other text as may be required by law or usage. The Series 2012A Bonds shall be dated the date of delivery thereof and shall be numbered consecutively from R-1 upward, provided, however, that temporary bonds may be numbered as determined by the Paying Agent.

(b) The Series 2012A Bonds shall mature on July 1 of each year in such principal amounts and at such rates of interest per annum as follows:

<u>Year</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>
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THE SERIES 2012 BONDS SHALL BE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM AUXILIARY REVENUES. THE SERIES 2012 BONDS 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 AND SHALL CONTAIN A RECITAL TO THAT EFFECT. NEITHER THE STATE NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, OTHER THAN THE BOARD, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE SERIES 2012 BONDS OR THE INTEREST THEREON AND THE SERIES 2012 BONDS 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 AUXILIARY REVENUES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS ON A PARITY WITH THE BOARD'S OUTSTANDING PARITY BONDS AND ANY ADDITIONAL BONDS.

Section 2.03. *Payment of Principal and Interest.*

(a) Interest Payment Dates for the Series 2012A Bonds shall be January 1 and July 1 of each year, beginning July 1, 2012. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2012A Bonds of a given maturity shall bear interest on overdue principal and, to the extent permitted by law, overdue premium and interest at the rate then in effect on the Series 2012A Bonds of such maturity.

(b) Each Series 2012A Bond shall bear interest from the last Interest Payment Date preceding the date of its authentication and delivery to which interest on the Series 2012A Bonds has been paid, provided, however, that a Series 2012A Bond authenticated and delivered before the first Interest Payment Date shall bear interest from the dated date of the Series 2012A Bonds; and provided further that a Series 2012A Bond authenticated and delivered between a Record Date and the Interest Payment Date to which such Record Date relates, inclusive, shall bear interest from such Interest Payment Date, unless interest on the Series 2012A Bonds due on such Interest Payment Date is not paid, in which case such Series 2012A Bonds shall bear interest from the last Interest Payment Date preceding the date of its authentication and delivery to which interest on the Series 2012A Bonds has been paid, or if no interest has been paid, from the dated date of the Series 2012A Bonds.

(c) Principal of any Series 2012A Bonds which have become due and payable, together with any applicable redemption premium, shall be payable only upon presentation and surrender of such Series 2012A Bonds at the principal corporate trust office of the Paying Agent.

(d) Interest on the Series 2012A Bonds (except defaulted interest) shall be paid to the Persons who are the Owners of the Series 2012A Bonds at the close of business on the Record Date next preceding the Interest Payment Date. Defaulted interest shall be paid as provided in Section 3.06 of the General Bond Resolution. Interest shall be paid by check of

the Paying Agent mailed on the Interest Payment Date to the Owners at their addresses as they appear on the Bond Register or at such other address as is furnished in writing by an Owner to the Paying Agent prior to the Record Date.

(e) Any Owner of Series 2012A Bonds in an aggregate principal amount of at least \$1,000,000 may, however, elect to have interest payments made to such Owner by wire transfer of Federal Funds. In order to make such election, the Owner must notify the Paying Agent in writing and provide wire transfer instructions prior to the Record Date for the Interest Payment Date on which such wire transfer payments are to commence. Once an election is made, all subsequent interest payments to such Owner shall be by wire transfer, according to the last wire transfer instructions received prior to the Record Date. The Owner may revoke or change such instructions by delivering a written notice to the Paying Agent. Such instructions may also provide for the payment of principal and premium by wire transfer of Federal Funds (following presentation and surrender of the Series 2012A Bonds being paid).

(f) Principal of, premium, if any, and interest on the Series 2012A Bonds shall be payable in such coin or currency of the United States of America which is legal tender for payment of public and private debts.

(g) Each payment of principal of, premium, if any, and interest on Series 2012A Bonds shall be accompanied by notice of the CUSIP number of such Series 2012A Bonds.

Section 2.04. ***Initial Delivery of Bonds.*** Upon receipt of the following documents, the Trustee shall authenticate the Series 2012A Bonds and deliver them as directed by the Underwriter:

1. The executed Series 2012A Bonds;
2. A copy, duly certified by the Secretary of the Board, of the General Bond Resolution and this Fifteenth Supplemental Resolution;
3. A request and authorization to the Trustee signed by the Chairman, Chairman-Elect or Secretary of the Board to authenticate and deliver the Series 2012A Bonds as directed by the Underwriter upon payment to the Trustee, but for the account of the Board, of a specified sum;
4. An order from the Chairman, Chairman-Elect or Secretary of the Board to the Trustee directing the deposits to the Funds and Accounts created herein to the payment of 2012 Costs of Issuance;
5. The opinion of Adams and Reese LLP, Bond Counsel, that the Series 2012A Bonds are legally issued and that interest on the Series 2012A Bonds is excludable from gross income for federal income tax purposes under existing laws;
6. The executed Escrow Agreement;
7. The executed Tax Compliance Certificate; and

8. Such other documents, certificates or agreements as shall be required by Bond Counsel.

Section 2.05. ***Book-Entry System.***

(a) The Series 2012A Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2012A Bond per maturity. Unless the book-entry system is terminated as provided in this Section 2.05, this Section 2.05 shall override any other conflicting provisions of the Bond Resolution. The Owner of all the Series 2012A Bonds shall be Cede & Co., as nominee for DTC, provided that Cede & Co. may register the transfer of the Series 2012A Bonds to another nominee for DTC if the DTC Representation Letter provides for such transfer. All payments of principal of and premium and interest on the Series 2012A Bonds shall be made in the manner provided in the DTC Representation Letter. The Paying Agent is hereby authorized and directed to comply with all terms of the DTC Representation Letter.

(b) Neither the Board nor the Paying Agent shall be liable to any Person, including any Participant and any Person claiming any interest in any Series 2012A Bond under or through DTC or any Participant, for any action or failure to act or delay in action by DTC or any Participant. In particular, neither the Board nor the Paying Agent shall have any obligation with respect to the accuracy of any records maintained by DTC or any Participant, the payment by DTC or any Participant of any amount in respect of the principal of or premium or interest on the Series 2012A Bonds, any notice which is permitted or required to be given to Bondholders under this Resolution or which is permitted or required to be given under the DTC Representation Letter, the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2012A Bonds or any consent given by DTC as Owner.

(c) (i) If DTC gives notice to the Board or the Paying Agent pursuant to the DTC Representation Letter that it will discontinue providing its services as securities depository with respect to the Series 2012A Bonds, the Board shall, in its sole discretion, either appoint a successor securities depository or terminate the book-entry system for the Series 2012A Bonds. The Board shall give the Paying Agent written notice of such appointment or termination. If a successor securities depository has not accepted such position prior to the effective date of DTC's termination of its services, the book-entry system shall automatically terminate and may not be reinstated without the consent of all the Owners of the Series 2012A Bonds.

(ii) The Board may also, in its sole discretion, elect to terminate the book-entry system at any time by giving written notice to DTC and the Paying Agent. Upon termination of the book-entry only system, the Board shall cause the execution of certificated bonds.

Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Board and the Paying Agent agreeing

to act as the depository and clearing agency for all the Series 2012A Bonds. After such agreement has become effective, DTC shall present the Series 2012A Bonds for registration of transfer in accordance with Section 3.05 of the General Bond Resolution and the Paying Agent shall register them in the name of the successor securities depository or its nominee.

On the effective date of any termination of the book-entry system, the provisions of Section 2.05(a) hereof shall cease to be in effect. After such termination, the Paying Agent shall, upon presentation of Series 2012A Bonds by DTC or its nominee for registration of transfer or exchange in accordance with Section 3.05 of the General Bond Resolution make such transfer or exchange in accordance with Section 3.05 of the General Bond Resolution.

(d) Upon the appointment of a successor securities depository or termination of the book-entry system, the Paying Agent shall give notice of such event to the Series 2012A Bond Owners (through DTC) and (i) the name and address of the successor securities depository or (ii) that Series 2012A Bonds may now be obtained by beneficial owners of the Series 2012A Bonds, or their nominees, upon proper instructions being given to DTC by the relevant Participant and compliance by DTC with the provisions of the Resolution regarding registration of transfers.

Section 2.06. *Appointment of Trustee and Paying Agent; Removal of the Trustee and Successor Trustee.* (a) The Board hereby appoints _____, _____, _____, as Trustee and Paying Agent for the Series 2012A Bonds pursuant to Section 11.01(b) of the General Bond Resolution, which shall be responsible, among other things, for the payment of principal and interest to Series 2012A Bond Owners on the respective Interest and Principal Payment Dates. The Paying Agent shall designate its Principal Office to the Board and signify its acceptance of the duties and obligations imposed upon it by this Fifteenth Supplemental Resolution by executing and delivering a written instrument of acceptance to the Board.

(b) The Trustee may be removed at any time for any breach of its obligations hereunder.

Section 2.07. *Disposition of Proceeds of the Series 2012A Bonds and Other Funds of the Board.* Upon the delivery of and payment for the Series 2012A Bonds at the price set forth in the Purchase Agreement, the proceeds thereof, less underwriter's discount, **[**plus/less**]** net original issue **[**premium/discount**]**, representing the sum of \$_____ shall be deposited to the 2012 Bond Proceeds Fund, together with \$_____ transferred to the Trustee by the trustee for the Series 2004B Bonds and transferred as follows:

(a) The sum of \$_____ shall be deposited to the Series 2012A Costs of Issuance Account;

[**(b) The sum of \$_____ shall be deposited to the Series 2012A Reserve Account;****]**
and

(c) The sum of \$_____ shall be transferred to the Escrow Trustee for deposit to the Escrow Fund and applied for the purpose of defeasing the Refunded Bonds.

[End of Article II]

ARTICLE III

REDEMPTION

Section 3.01. **Extraordinary Optional Redemption of the Series 2012A Bonds.** 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 2012A Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if a particular Auxiliary Facility is damaged, destroyed or taken by eminent domain or sold under the threat of condemnation and the Board elects pursuant to Article VIII of the General Bond Resolution and in this Section 3.01 to use the Net Proceeds of casualty insurance or condemnation or sale under threat of condemnation to redeem Series 2012A Bonds rather than repair, replace, rebuild or restore the Auxiliary Facility. 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 use its reasonable best efforts to repair, replace, rebuild or restore such Auxiliary Facility; however, should it elect to use Net Proceeds to redeem the Series 2012A Bonds, the Board shall give the Trustee at least 35 days’ notice of any redemption to be made pursuant to this Section 3.01. The notice shall specify the redemption date and the principal amounts and maturities of Series 2012A Bonds to be redeemed.

Section 3.02. **Optional Redemption.** Beginning on or after July 1, [**2022**], the Board may redeem the Series 2012A Bonds maturing on or after July 1, [**2023**], in whole on any date or in part as selected by the Trustee by lot at the direction of the Board (in denominations of \$5,000 or any integral multiple thereof) from time to time on any Interest Payment Date, at a price equal to the par amount thereof plus accrued interest to the redemption date.

The Board shall give the Trustee at least 35 days’ notice of any redemption to be made pursuant to this Section 3.02. The notice shall specify the redemption date and the principal amounts and maturities of Series 2012A Bonds to be redeemed.

Section 3.03. **Mandatory Sinking Fund Redemption.** The Series 2012A Bonds maturing July 1, 20__ shall be subject to mandatory redemption in the following principal amounts (“Sinking Fund Amounts”) on the following dates by lot in such manner as shall be determined by the Trustee at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(July 1)</u>	Principal <u>Amount</u> \$
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*

*Final Maturity

The Series 2012A Bonds maturing July 1, 20__ shall be subject to mandatory redemption in the following principal amounts ("Sinking Fund Amounts") on the following dates by lot in such manner as shall be determined by the Trustee at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(July 1)</u>	Principal <u>Amount</u>
	\$

*

*Final Maturity

However, if Series 2012A Bonds have been redeemed pursuant to Section 3.01 or 3.02 or if the Board has delivered Series 2012A 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 2012A 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 Series 2012A Principal Account of the Bond Fund to be used to redeem Series 2012A Bonds pursuant to this Section 3.03, 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 Series 2012A Bonds, in a principal amount not to exceed the next Sinking Fund Amount, which are presented to it by Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series 2012A Bonds shall not exceed the redemption price of the Series 2012A 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 2012A Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series 2012A Bonds. All Series 2012A Bonds so purchased shall be cancelled and applied as a credit (in an amount equal to the principal amount of such Series 2012A Bonds) against the next Sinking Fund Amount.

Section 3.04. Notice of Redemption of Series 2012A Bonds. At least 30 days, but not more than 60 days, before a redemption date pursuant to Sections 3.01 and 3.02 hereof, the Trustee shall mail a notice of redemption to the Owner of each Series 2012A Bond which is to be redeemed. The notice shall be sent by first class, registered or certified mail if the Owner holds \$1,000,000 or more in principal amount of Series 2012A Bonds. The failure of the Trustee to mail notice of redemption to any Owner or any defect in any notice of redemption shall not affect the validity of the redemption of any other Series 2012A Bond.

Each notice of redemption shall state the following with respect to the Bonds being redeemed:

- (1) the complete name of the Series 2012A Bonds (including Series designation);

- (2) the redemption date;
- (3) the redemption price;
- (4) the date of the notice;
- (5) the issue date;
- (6) the interest rate;
- (7) the maturity date;
- (8) the CUSIP number;
- (9) that the Series 2012A Bonds called for redemption must be surrendered to the Trustee to collect the redemption price;
- (10) the Trustee's name and address;
- (11) that interest on Series 2012A Bonds called for redemption ceases to accrue on and after the redemption date; and
- (12) any other items which may be necessary or desirable to comply with regulation or custom.

If less than all the Series 2012A Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series 2012A Bonds or portion thereof to be redeemed. The notice of redemption relative to the Series 2012A Bonds shall state that it is conditioned on there being sufficient money on deposit to pay the full redemption price of the Series 2012A Bonds.

Two Business Days prior to mailing notice to other Series 2012A Bondholders, a copy of each notice of redemption shall be sent by the Trustee by certified or registered mail to DTC or its nominee which holds any Series 2012A Bonds, provided that the Trustee may, in its discretion, provide for overnight, telecopied or other form of notice to DTC acceptable to or requested thereby. The Trustee shall send, on the same date notices are mailed to other Bondholders, a copy of each notice of redemption by registered or certified mail to two national information services which disseminate redemption notices.

If a Series 2012A 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 Owner of record of such Series 2012A 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 2012A Bonds.

[End of Article III]

ARTICLE IV

PLEDGE OF AUXILIARY REVENUES

Section 4.01. *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 Series 2012A Bonds issued hereunder (except as provided in Sections 7.08, 11.02 and Article XIII of the General Bond Resolution). The obligation of the Board to pay Debt Service Requirements from Auxiliary Revenues as provided in this Section shall be on a parity with all other Bonds (including, without limitation, the Board's Outstanding Series 2004 Bonds, Series 2004B Bonds (to the extent not refunded by the Series 2012A Bonds), Series 2005A Bonds, Series 2006 Bonds, Series 2007 Bonds, Series 2008 Bonds, Series 2010A Bonds and Series 2010B Bonds).

(b) Amounts equal to the aggregate of (i) the amount of interest payable on the Series 2012A Bonds on the next Interest Payment Date, (ii) the amount of principal due on the Series 2012A Bonds on the next Principal Payment Date, and (iii) [**any amounts necessary for deposit to the Series 2012A Reserve Account to cause the amounts on deposit therein to equal the Reserve Requirement**] shall be transferred by the Board from Auxiliary Revenues by check or draft on or prior to the fifth day, or wire transfer on or prior to the third day, immediately preceding each January 1 and July 1, as the case may be, commencing July 1, 2012 with respect to the first Interest Payment Date and commencing July 1, 2012 with respect to the first Principal Payment Date, to the Series 2012A Interest Account and the Series 2012A Principal Account and the Series 2012A Reserve Account, as the case may be, held by the Trustee until necessary for the Trustee to transfer funds to the Paying Agent for payment of the interest or any principal of the Series 2012A Bonds.

(c) To the extent required by Article VII, Section 2.1 of the Constitution of the State of Louisiana of 1974, with respect to fees and civil fines, if any, imposed or increased by the Auxiliary Enterprises, the Board hereby covenants to seek legislative approval of the imposition of such fees or civil fines or increases thereto in order to comply with Section 10.17 of the General Bond Resolution and this Article IV regarding payments from Auxiliary Revenues.

Section 4.02. *Rate Covenant.* The Board covenants that it will establish and maintain, so long as any of the Series 2012A Bonds remain Outstanding, such fees, rental, rates and charges for the use of the Auxiliary Facilities as shall be necessary to assure compliance with Section 10.17 of the General Bond Resolution.

[End of Article IV]

ARTICLE V
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ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.01. ***Creation of Funds and Accounts.*** There are hereby created the following special trust Funds and Accounts to be held by the Trustee:

(a) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds, Series 2012A Bond Proceeds Fund (the “Series 2012A Bond Proceeds Fund”);

(b) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds, Series 2012A Rebate Fund (the “Series 2012A Rebate Fund”);

(c) Series 2012A Costs of Issuance Account, to be held within the Series 2012A Bond Proceeds Fund;

(d) Series 2012A Principal Account and Series 2012A Interest Account to be held within the Bond Fund; and

[**(e) Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Bonds, Series 2012A Reserve Account (the “Series 2012A Reserve Account”) within the Reserve Fund.**]

All moneys and investments deposited with a Trustee in the Funds and Accounts shall be held in trust and applied only in accordance with the Bond Resolution, particularly Article VII of the General Bond Resolution and this Article VI, and shall be trust funds for the purpose of the Bond Resolution. All proceeds of the Series 2012A Bonds shall be initially deposited to the Series 2012A Bond Proceeds Fund and transferred as provided in Section 2.07 of this Fifteenth Supplemental Resolution.

Section 6.02 ***Series 2012A Bond Proceeds Fund.*** The Series 2012A Bond Proceeds Fund shall be maintained with the Trustee and used to receive the proceeds of the Series 2012A Bonds; all to be transferred to the various Funds and Accounts or paid in the amounts specified in Section 2.07 hereof and as shall be specified in the request and authorization delivered pursuant to Section 2.04 hereof.

Section 6.03. ***Series 2012A Rebate Fund.*** The Board shall pay, from Auxiliary Revenues, all payments required by the Tax Compliance Certificate at the times required therein, if any, to the United States as a rebate payment if required under the Code. The Series 2012A Rebate Fund 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 Series 2012A Rebate Fund as provided in the Tax Compliance Certificate.

Section 6.04 ***Intentionally Left Blank.***

Section 6.05. ***Series 2012A Costs of Issuance Account of the Series 2012A Bond Proceeds Fund.*** Moneys in the Series 2012A Costs of Issuance Account shall be applied by the Trustee to pay, upon the written order of an Authorized Board Representative, amounts of expenses certified in such request which are fees and expenses incurred or to be incurred in connection with or incident to the issuance and sale of the Series 2012A Bonds. Upon the earlier of (i) December __, 2012 or (ii) receipt of the written direction of an Authorized Board Representative stating that all Series 2012A Costs of Issuance have been paid, the Trustee shall transfer any amounts remaining in the Series 2012A Costs of Issuance Account, including the earnings thereon, to the Series 2012A Interest Account.

Section 6.06. ***[**Series 2012A Reserve Account.*** The Series 2012A Reserve Account shall be funded on the date of delivery of the Series 2012A Bonds in an amount equal to the Reserve Requirement. The Series 2012A Reserve Account shall be administered as provided in Section 7.04 of the General Bond Resolution.**]

Section 6.07. ***Intentionally Left Blank.***

Section 6.08. ***Series 2012A Interest Account and Series 2012A Principal Account.*** (a) There shall be deposited into the Series 2012A Interest Account or the Series 2012A Principal Account, as appropriate, and as and when received (i) all payments pursuant to Section 4.01 hereof and any payments on the Series 2012A Bonds, (ii) all moneys transferred to the Series 2012A Interest Account or Series 2012A Principal Account from the Series 2012A Costs of Issuance Account pursuant to Section 6.05 hereof, (iii) ***[**all moneys transferred to the Series 2012A Interest Account or Series 2012A Principal Account from the Series 2012A Reserve Account pursuant to Section 7.04 of the General Bond Resolution,**]*** (iv) all other moneys required or permitted to be deposited into the Series 2012A Interest Account or Series 2012A Principal Account pursuant to this Fifteenth Supplemental Resolution, including any supplements or amendments hereto and (v) all other moneys received by the Trustee when accompanied by directions not inconsistent with this Fifteenth Supplemental Resolution that such moneys are to be paid into the Series 2012A Principal Account or Series 2012A Interest Account. There shall also be retained in the Series 2012A Principal Account and Series 2012A Interest Account, respectively, interest and other income received on investment of moneys in the Series 2012A Principal Account and Series 2012A Interest Account to the extent provided in Section 6.10 hereof. If the Trustee does not receive payments into the Series 2012A Principal Account and the Series 2012A Interest Account pursuant to Section 4.01 hereof when due, the Trustee will immediately notify the Board of such nonpayment. The Board shall receive a credit against the Board's obligation to make deposits in the Series 2012A Principal Account and Series 2012A Interest Account to the extent of interest earnings on moneys in the Series 2012A Principal Account or Series 2012A Interest Account.

Section 6.10. ***Investments and Earnings on Certain Funds and Accounts and Valuation Thereof.*** The amounts on deposit in the Funds and Accounts created hereunder shall be invested in Permitted Investments (as defined in Section 1.01 of this Fifteenth Supplemental Resolution). Notwithstanding any provision of the General Bond Resolution to the contrary, earnings on the amounts held in the Series 2012A Interest Account or Series 2012A Principal Account of the Bond Fund shall be retained therein. ***[**Interest earnings on the amounts held in the Series 2012A Reserve Account and any excess amounts therein shall be transferred from time to time to the Series 2012A Interest Account of the Bond Fund, or to the Board, at its discretion with an approving opinion of***

Bond Counsel, unless there is a deficiency therein, in which case earnings shall remain in the Series 2012A Reserve Account.

Any provisions of Article IX of the General Bond Resolution to the contrary notwithstanding, for the purpose of determining the amount in any Fund or Account, all Permitted Investments credited to such Fund or Account shall be valued at fair market value. Except as otherwise provided in this paragraph, the Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers selected by the Trustee. Certificates of deposit shall be valued at the face amount thereof plus accrued interest. Other investments not specified in this paragraph shall be valued in accordance with the value established by prior agreement between the Board and the Trustee.

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01. ***Fifteenth Supplemental Resolution to Constitute Contract.*** In consideration of the purchase and the acceptance of the Series 2012A Bonds by those who shall hold the same from time to time, the provisions of the General Bond Resolution and this Fifteenth Supplemental Resolution shall be a part of the contract of the Board with the Owners of the Series 2012A 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 Series 2012A Bonds. The provisions, covenants and agreements herein set forth to be performed by and on behalf of the Board shall be for the benefit, protection and security of the holders of any and all of the Series 2012A Bonds.

Section 7.02. ***Conflicts with General Bond Resolution.*** To the extent any provisions contained in this Fifteenth Supplemental Resolution conflict with any provisions contained in the General Bond Resolution, the provisions of this Fifteenth Supplemental Resolution shall govern.

Section 7.03. ***Notices.*** Any notice that is required to be given hereunder or under the General Bond Resolution, as the case may be, shall be deemed to be given, unless otherwise specified herein, upon delivery or mail by first class, registered or certified mail, postage prepaid, or sent electronically or sent by telegram, telecopy or telex, addressed to the parties as follows:

- Board:
- (1) Assistant Vice President and Chief Financial Officer
Louisiana State University System
3810 West Lakeshore Drive, Suite 111
Baton Rouge, LA 70808
 - (2) Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for Louisiana State University and Agricultural and Mechanical College
330 Thomas Boyd Hall
Baton Rouge, LA 70803

Trustee and
Paying Agent:

DTC: Notices required to be given under this Resolution to DTC by facsimile transmission shall be sent to DTC's Call Notification Department at (516) 227-4039 or (516) 227-4190. Notices to DTC by mail or any other means shall be sent to:

The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Call Notification Department
Muni Reorganization Manager

Section 7.04. **Notices to S&P and Moody's.** Any notice that is required to be given hereunder or under the General Bond Resolution, as the case may be, to S&P or Moody's shall be deemed to be given, unless otherwise specified herein, upon delivery or mail by first class, registered or certified mail, postage prepaid, or sent by telegram, telecopy or telex, addressed to the parties as follows:

Moody's: Moody's Investors Service
525077 Center Drive, Suite 150
Charlotte, North Carolina 28217
Telecopy: (704) 559-6950
Attention: Called Bond Department

Standard & Poor's: Standard & Poor's Ratings Services,
a Standard and Poor's Financial Services LLC business
55 Water Street
New York, NY 10004
Telephone: (212) 208-1002
Telecopy: (212) 208-1742

Fitch: Fitch Ratings
[**to come**]

Section 7.05. **Continuing Disclosure.** The Board hereby covenants to enter into the Continuing Disclosure Certificate in connection with the Series 2012A Bonds, which shall constitute the written undertaking (the "Undertaking") for the benefit of the holders of the Series 2012A Bonds required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12) (the "Rule"). It is the Board's express intention that this Section 7.05 and the Undertaking be for the benefit of the holders of the Series 2012A Bonds and each Bondholder be a beneficiary of this Section 7.05 with the right to enforce this Section 7.05 and the Undertaking directly against the Board.

Section 7.06. **Parties Interested Herein.** Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Board, the Trustee and the registered owners of the Series 2012A Bonds, any rights, remedy or claim under or by reason of the Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Bond Resolution contained by and on behalf of the Board shall be for the sole and exclusive benefit of the Board, the Trustee and the registered owners of the Series 2012A Bonds.

Section 7.07. **Effective Date.** This Fifteenth Supplemental Resolution shall be effective on June __, 2012.

Section 7.08. ***Disqualified Series 2012A Bonds.*** Series 2012A Bonds held for the account of the Board shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in the Bond Resolution, and shall not be entitled to consent to or take any other action provided in the Bond Resolution (provided, however, that only Series 2012A Bonds that the Trustee knows to be so held shall be disregarded), and the Trustee may adopt appropriate regulations to require each Owner, before such Owner's consent provided for in Section 12.03 of the General Bond Resolution shall be deemed effective, to reveal if the Series 2012A Bonds as to which such consent is given are disqualified as provided in this Section 7.08.

[Signatures on following page]

[Signature Page to Fifteenth Supplemental Resolution]

The foregoing Fifteenth Supplemental Resolution was offered by _____ and seconded by _____ and thereupon a vote was taken on the approval of this Fifteenth Supplemental Resolution, and the vote thereon was unanimous.

(Other items not pertinent hereto are omitted)

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

By _____
Name:
Title: Chairman

ATTEST:

Name: William L. Jenkins
Title: Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Administrative Secretary to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), do hereby certify that the foregoing _____ (__) pages constitute a true and correct copy of a resolution approved by the Board on June 8, 2012 and executed on June __, 2012, providing for the issuance of _____ and No/100 (\$ _____) principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Auxiliary Revenue Refunding Bonds, Series 2012A, pursuant and supplemental to said General Bond Resolution; approving and confirming the sale of such bonds; prescribing the form, fixing the details and providing for the payment of principal of and interest on such bonds and the application of the proceeds thereof; and providing for other matters in connection therewith; authorizing the sale of the Series 2012A Bonds to the Underwriter and directing the execution and delivery on behalf of the Board of the Bond Purchase Agreement which sets forth the terms and conditions under which said Bonds are being sold; approving the Preliminary and Final Official Statement for said Bonds; approving various financing and other documents; and providing for other matters in connection therewith, which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

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 to be effective on the ____ day of June, 2012.

Carleen Smith, Administrative Secretary

[SEAL]

FORM OF SERIES 2012A BONDS

Unless this Series 2012A Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation (“DTC”), to the Board or its agent for registration of transfer, exchange, or payment, and any Series 2012A Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE
AUXILIARY REVENUE BOND
SERIES 2012A**

No. R—_____ \$_____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED</u>	<u>CUSIP #</u>
_____%	July 1, ____	June __, 2012	

REGISTERED OWNER: CEDE & CO.

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 January 1 and July 1 of each year (“Interest Payment Date”) commencing July 1, 2012, at the Interest Rate per annum specified above, until the Principal Amount specified above is paid or duly provided for. This Series 2012A Bond will bear interest from the last Interest Payment Date preceding the date of its authentication and delivery to which interest on this Series 2012A Bond has been paid,

provided, however, that if this Series 2012A Bond is authenticated and delivered before the first Interest Payment Date it shall bear interest from June __, 2012; and provided further that if this Series 2012A Bond is authenticated and delivered between a Record Date and the Interest Payment Date to which such Record Date relates, inclusive, it shall bear interest from such Interest Payment Date, unless interest on this Series 2012A Bond due on such Interest Payment Date is not paid, in which case this Series 2012A Bond shall bear interest from the last Interest Payment Date preceding the date of its authentication and delivery to which interest hereon has been paid, or if no interest has been paid, from June __, 2012. The principal of and premium, if any, on this Series 2012A Bond is payable upon presentation and surrender hereof at the principal corporate trust office of _____, _____, _____, as trustee and paying agent (the "Paying Agent"). Interest on this Series 2012A 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 mailed by the Paying Agent to the person in whose name this Series 2012A 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"); provided that any Bond Owner of an aggregate principal amount of at least \$1,000,000 of the Series 2012A Bonds may elect to have interest payments made by wire transfer of federal funds. 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 by the Board on June 17, 1994, as supplemented and amended, and the Fifteenth Supplemental Resolution approved by the Board on June 8, 2012 and executed by a duly authorized representative of the Board on June __, 2012 authorizing the issuance of this Series 2012A 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 2012A Bonds") not less than ten (10) days prior thereto.

The Series 2012A Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof and are exchangeable for fully registered Series 2012A 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 2012A Bond shall have the meaning given to those terms in the Bond Resolution.

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 2012A Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if a particular Auxiliary Facility, defined herein, is 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 2012A Bonds rather than repair, replace, rebuild or restore the Auxiliary Facility. 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 35 days' notice of any such redemption to be made. The notice shall specify the redemption date and the principal amounts and maturities of Series 2012A Bonds to be redeemed.

Optional Redemption. Beginning on or after July 1, [**2022,**] the Board may redeem the Series 2012A Bonds maturing on or after July 1, [**2023,**] in whole on any date or in part as selected by the Trustee by lot at the direction of the Board (in denominations of \$5,000 or any integral multiple thereof) from time to time on any Interest Payment Date, at a price equal to the par amount thereof plus accrued interest to the redemption date.

The Board shall give the Trustee at least 35 days' notice of any redemption to be made pursuant to the Bond Resolution. The notice shall specify the redemption date and the principal amounts and maturities of Series 2012A Bonds to be redeemed.

Mandatory Sinking Fund Redemption. The Series 2012A Bonds maturing July 1, 20__, shall be subject to mandatory redemption in the following principal amounts ("Sinking Fund Amounts") on the following dates by lot in such manner as shall be determined by the Trustee at a redemption price equal to their principal amount plus accrued interest to the redemption date.

<u>Redemption Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>
	\$

*

*Final Maturity

The Series 2012A Bonds maturing July 1, 20__, shall be subject to mandatory redemption in the following principal amounts ("Sinking Fund Amounts") on the following dates by lot in such manner as shall be determined by the Trustee at a redemption price equal to their principal amount plus accrued interest to the redemption date.

<u>Redemption Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>
	\$

*

*Final Maturity

However, if Series 2012A Bonds have been redeemed pursuant to the Bond Resolution or if the Board has delivered Series 2012A 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 2012A 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 Series 2012A Principal Account of the Bond Fund to be used to redeem Series 2012A Bonds pursuant to the Bond Resolution, 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 Series 2012A Bonds, in a principal amount not to exceed the next Sinking Fund Amount, which are presented to it by Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series 2012A Bonds shall not exceed the redemption price of the Series 2012A 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 2012A Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series 2012A Bonds. All Series 2012A Bonds so purchased shall be cancelled and applied as a credit (in an amount equal to the principal amount of such Series 2012A Bonds) against the next Sinking Fund Amount.

Notice of Redemption of Series 2012A Bonds. At least 30 days but not more than 60 days before a redemption date, the Trustee shall mail a notice of redemption to the Bond Owner of each Series 2012A 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 2012A 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 2012A Bond.

If less than all the Series 2012A Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series 2012A Bonds or portion thereof to be redeemed. The notice of redemption shall state that it is conditioned on there being sufficient money on deposit to pay the full redemption price of the Series 2012A Bonds.

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 2012A 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 2012A 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 2012A 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 2012A Bonds.

Exchange and Transfer of Series 2012A Bonds. The Board and the Paying Agent shall not be required to issue, register the transfer of or exchange (a) any Series 2012A 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 2012A 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 2012A Bonds and ending on the date of such redemption.

Upon surrender for registration of transfer of any Series 2012A Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Series 2012A Bonds of authorized denomination and maturity and like aggregate principal amount. At the option of an Bond Owner, Series 2012A Bonds may be exchanged for other Series 2012A Bonds of authorized denominations of the same Series and maturity and like aggregate principal upon surrender at such office. Whenever any Series 2012A Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange thereof the Series 2012A Bond or Series 2012A Bonds which the Bond Owner making the exchange shall be entitled to receive after receipt of the Series 2012A Bonds to be transferred in proper form. All Series 2012A 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 2012A 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 2012A Bonds delivered upon any registration of transfer or exchange of Series 2012A 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 2012A Bonds surrendered upon authentication thereof by the Paying Agent. Prior to due presentment for registration of transfer of any Series 2012A 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 2012A 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 2012A Bonds shall be overdue, and shall not be bound by any notice to the contrary.

The Series 2012A 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 through 2193 and 17:3351(A)(4)), Chapters 13, 13-A and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1421 through 1437), 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, which authorize the Board to borrow money, issue bonds, and pledge revenues for the payment thereof. The Series 2012A Bonds are issued pursuant to the Bond Resolution for the purpose of providing funds to advance refund a portion of the Board's outstanding Auxiliary Revenue Bonds Series 2004B, issued in the original aggregate principal amount of \$51,885,000 (the "Refunded Bonds"), (ii) [**fund a deposit to the Series 2012A Reserve Account**] and (iii) pay the costs of issuance of the Series 2012A Bonds.

THIS SERIES 2012 BOND SHALL BE A SPECIAL AND LIMITED OBLIGATION OF THE BOARD PAYABLE SOLELY FROM AUXILIARY REVENUES. THIS SERIES 2012 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 2012 BOND OR THE INTEREST THEREON AND THIS SERIES 2012 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 2012A Bonds are equally and ratably payable from a pledge under the Bond Resolution of the Auxiliary Revenues, and the Series 2012A Bonds shall enjoy a pledge of Auxiliary Revenues under the Bond Resolution. Obligations in addition to the Series 2012A 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 2012A Bonds, or (ii) subject to additional expressed conditions, on a parity with the Series 2012A Bonds, as provided in the Bond Resolution. The Series 2012A Bonds are payable 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, (iii) Auxiliary Revenue Bonds, Series 2004B, issued in the aggregate principal amount of \$51,885,000 (to the extent not refunded by the Series 2012A Bonds), (iv) Auxiliary Revenue and Refunding Bonds, Series 2005A, issued in the original aggregate principal amount of \$18,905,000, (v) Auxiliary Revenue Bonds, Series 2006, issued in the original aggregate principal amount of \$97,095,000, and (vi) Auxiliary Revenue Bonds, Series 2007, issued in the original aggregate principal amount of \$71,130,000, (v) Auxiliary Revenue Refunding Bonds, Series 2008, issued in the original aggregate principal amount of \$52,815,000, (vi) Auxiliary Revenue and Refunding Bonds, Series 2010A, issued in the original aggregate principal amount of \$87,625,000 and (vii) Gulf Opportunity Zone Revenue Bonds, Series 2010B, issued in the original aggregate principal amount of \$31,250,000.

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 Bond Resolution except any fund created to hold monies pending rebate to the United States or for payment of costs of issuance of the Series 2012A Bonds. Auxiliary Revenues shall not include funds, if any, appropriated by the Legislature of the State from time to time.

Reference is made to the Bond Resolution and any and all modifications and amendments thereof on file with the Trustee for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2012A Bonds, for a description of the nature and extent of the revenues pledged for the payment for the Series 2012A Bonds, the nature and extent and manner

of enforcement of the pledge, the rights and remedies of the Owners of the Series 2012A Bonds with respect thereto, the terms and conditions upon which the Series 2012A 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 2012A Bond, and each owner, by acceptance of this Series 2012A 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 2012A 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 2012A 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 2012A 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 2012A 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 2012A 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 2012A Bonds do not exceed any constitutional or statutory limitation.

This Series 2012A 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 Louisiana State University and Agricultural and Mechanical College has caused this Series 2012A 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 Chairman-Elect, and to be attested, signed, subscribed and executed with the manual or facsimile signature of its Secretary; and has caused a manual or 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**

[SEAL]

By _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2012A Bonds described in the within-mentioned Bond Resolution, and this Series 2012A Bond has been duly registered on the registration records kept by the undersigned as Paying Agent for such Series 2012A Bonds.

DATE OF AUTHENTICATION

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee/Paying
Agent

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto:

SOCIAL SECURITY OR FEDERAL EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee)

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

CERTIFICATE AS TO LEGAL OPINION

The undersigned hereby certifies that the following approving legal opinion of Adams and Reese LLP, Baton Rouge, Louisiana, in substantially the following form was delivered to the Board of Supervisors of 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 2012A Bonds.

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

Secretary

REFUNDED BONDS

REQUISITION FORM TO PAY COSTS OF ISSUANCE

\$ _____
BOARD OF SUPERVISORS
OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE
AUXILIARY REVENUE REFUNDING BONDS
SERIES 2012

[TRUSTEE**]**,
as Trustee

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, as amended (the "General Bond Resolution"), and the Fifteenth Supplemental Resolution adopted by the Board on June 8, 2012 (the "Fifteenth Supplemental Resolution") relating to the above captioned issue of Bonds, hereby request payment be made from amounts on deposit in the Series 2012A Costs of Issuance Account of the Series 2012A Bond Proceeds Fund held by the Trustee pursuant to the Fifteenth Supplemental 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).

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 issuance of the above captioned Bonds;

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 Series 2012A Costs of Issuance Account of the Series 2012A Bond Proceeds Fund and has not been paid;

3. If the Board is seeking reimbursement for payment of items qualifying as Series 2012A Costs of Issuance hereunder, 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

Approved for payment and paid: _____, 20____

Authorized Officer
of Trustee: _____

Residential Life, Parking, Graphic Services, the Student Union, Student Health Center, and other miscellaneous auxiliaries and certain other revenues that have been dedicated to the payment thereof.

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

This request for final approval to issue bonds is consistent with Board policy as previously adopted on June 17, 1994, in its 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.

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.

All matters addressed in the previous request for preliminary approval to issue Auxiliary Revenue Bonds remain the same.

Attachments:

- Letter from Chancellor Martin
- Attachment I - Form of Fifteenth Supplemental Resolution
- Attachment II - Form of Escrow Deposit Agreement
- Attachment III - Form of Preliminary Official Statement
- Attachment IV - Form of Bond Purchase Agreement
- Attachment V - Continuing Disclosure

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 (the “Board”) that:

Section 1. The Board has been advised that its Auxiliary Revenue Bonds, Series 2012 (the “Series 2012 Bonds”) are expected to be issued in one or more series at a fixed rate of interest not to exceed 5% per annum, and the Board desires to authorize the issuance of the Series 2012 Bonds for the purpose of providing funds to (i) refund all or a portion of the Board’s callable Auxiliary Revenue Bonds, Series 2004B (the “Prior Bonds”), (ii) fund a debt service reserve fund, if required, and (iii) pay the costs and expenditures associated with the issuance of the Series 2012 Bonds, all for the benefit of Louisiana State University and Agricultural and Mechanical College (the “University”).

Section 2. The Board does hereby approve and adopt the attached Fifteenth Supplemental Resolution (the “Fifteenth Supplemental Resolution”) relating to the issuance of the Series 2012A Bonds in an aggregate principal amount not to exceed \$44,000,000, and does hereby authorize the execution and delivery by the Chairman or Chairman-Elect and the Secretary of the Board of the Fifteenth Supplemental Resolution and does hereby authorize said officers or an Authorized Board Representative (defined in the Fifteenth Supplemental Resolution as the Chairman, the Chairman-Elect, the Secretary and each officer of the Board, the President and Assistant Vice President of Budget and Finance and Comptroller of the LSU System, and the Vice Chancellor for Finance and Administrative Services and Chief Financial Officer for the University, or any other Person designated in writing to the Trustee by the Chairman or Chairman-Elect of the Board or designated by a resolution of the Board) to execute such documents or certificates as set forth in the Fifteenth Supplemental Resolution and such other documents or certificates necessary in connection with the issuance or the marketing of the Series 2012 Bonds and all other transactions incident thereto, with such changes and modifications which are deemed in the best interest of the Board by an Authorized Board Representative, including, without limitation, such changes as are required by the underwriters of the Series 2012 Bonds and by the pricing of the Series 2012 Bonds, and does hereby ratify all prior actions taken on its behalf by University officials in furtherance of this transaction.

Section 3. The Board hereby authorizes the marketing, pricing and delivery of the Series 2012 Bonds; provided that the final terms of such Series 2012 Bonds shall meet the following conditions:

- (i) Principal Amount - Not to exceed \$44,000,000;
- (ii) Maturity - Not to exceed 30 years; and
- (iii) Net Interest Rate - Not to exceed a fixed rate of 5.0% per annum”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

OFFICE OF THE
PRESIDENT

MAY 07 2012

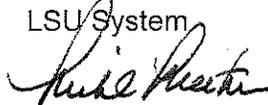
LSU SYSTEM

To: William L. Jenkins
Interim President
LSU System

Date: May 8, 2012

RECEIVED

MAY 07 2012

From: 
Mike Martin
Chancellor

PROPERTY & FACILITIES

Subject: Final Approval Authorizing Louisiana State University and Agricultural and Mechanical College to Issue Auxiliary Revenue Refunding Bonds, in One or More Series

The Board of Supervisors at its April 27, 2012 meeting adopted a resolution granting preliminary approval to LSU for the issuance of its Auxiliary Revenue Refunding Bonds in one or more series. Attached hereto is a resolution requesting final approval authorizing Louisiana State University and Agricultural and Mechanical College to issue the Auxiliary Revenue Refunding Bonds, in one or more series, along with the Fifteenth Supplemental Resolution and attachments detailing the issuance of the Series 2012 Bonds.

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

Please let me know if you need additional information.

Attachments



RECOMMENDATION TO APPROVE RENOVATIONS TO WING 6G, 6H, AND 6J IN HOSPITAL AT THE HEALTH SCIENCES CENTER IN SHREVEPORT

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to Article VII, Section 8, D.2(b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant Board matter".

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

The Health Sciences Center in Shreveport is requesting approval of a project to upgrade the current 6G, 6J and 6H nursing unit wings. The current units are over 35 years old and have a majority of semi-private and three-bed wards without adequate bath facilities which is not the community or regional standard for mother-baby-family interaction and care. The accommodations have been an increasing obstacle for growth with patients needing this service.

The 6G renovations will provide private patient rooms for patients who have had radically invasive cancer surgery. These patients require admission to surgical oncology private patient rooms. The 6J renovations will provide private patient rooms for the immune-suppressed cystic fibrosis patients which is the recommended practice for those patients. Additionally, the project will renovate existing offices and nursing stations to private patient rooms with private bathroom accommodations, relocate nurse station to central location in 6H for both 6J and 6G wings and replace the HV AC system in the areas of 6G, 6J and 6H being renovated. Asbestos remediation is pipe chase areas encountered during construction.

The project will result in a total of at least 24 private patient room/bathroom accommodations on 6G and 6J with bath/shower comparable to the private sector.

- 6G will accommodate surgical Oncology patients, GYN, Neurosurgery, Orthopedics, Otolaryngology, Urology and Plastic/Reconstructive patients.
- 6J will be renovated to accommodate Cystic Fibrosis patients. These patients are immune-suppressed and need access to private rooms with private bathrooms. LSUHSC currently has the only Pediatric Pulmonologist and her average daily census is 10 to 12 patients.
- 6H will be renovated to provide for a central nurses station with associated spaces. This central station will allow better staff efficiencies for the renovated wings.

The total estimated cost of the project is \$3,340,000, with \$2,200,000 for Construction, \$220,000 for Planning, \$220,000 for Contingencies, and \$700,000 in Equipment Costs.

2. Review of Business Plan

The funding for G/J/H-Wings 6th Floor Patient Room Upgrade will come from self-generated billing collections. One of the best uses of this funding is for investment in projects which enhance patient care and future revenues. There will be no debt to the institution as a result in the proposed project. Therefore, as outlined in the expected improvements above, campus administration recommends this funding will be used to support the patient care upgrade.

3. Fiscal Impact

There will be no debt to the institution as a result in the proposed project. Therefore, as outlined in the expected improvements above, campus administration recommends this funding will be used to support the patient care upgrade.

4. Description of Competitive Process

Project will comply with public bid laws.

5. Review of Legal Documents

Act 959 of the 2003 Regular Legislative Session establishes the requirements for exemptions from inclusion in the state capital construction budget. "A university or higher education facility shall be allowed to undertake any new construction, maintenance, or repair project not exceeding five million dollars solely funded from self-generated revenues, grants, donation, or local or federal funds without being included in the capital outlay bill provided the project is approved by the appropriate management board, Board of Regents, the Division of Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget."

6. Parties of Interest

All of the parties relevant to the approval and construction of this project do not have any related interest in this project, nor will they receive any financial gain from its approval or construction.

7. Related Transactions

- Approval by the Board of Regents
- Approval by the Division of Administration, Office of Facility Planning & Control
- Approval of the Joint Legislative Committee on the Budget

8. Conflicts of Interest

None

ATTACHMENTS:

- Letter from Chancellor Barish
- Project Summary Sheet

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 William L. Jenkins, Interim President, LSU System, or his designee, to approve the following project and process the project through the appropriate channels of review and approval, namely, the Board of Regents, the Division of Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(b)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session:

Renovations to Wing 6G, 6H and 6J - Health Sciences Center in Shreveport- estimated total project cost is \$3,340,000.

BE IT FURTHER RESOLVED, that said William L. Jenkins, Interim President of the Louisiana State University System, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

BE IT FURTHER RESOLVED, that said William L. Jenkins, Interim President of the Louisiana State University System, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to take such action that he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project."



LSU Health Shreveport

HEALTH SCIENCES CENTER

TO: Dr. John V. Lombardi
President
Louisiana State University System

OFFICE OF THE
PRESIDENT

APR 19 2012

FROM: Robert A. Barish, MD, MBA *RAB*
Chancellor
LSU Health Sciences Center – Shreveport

LSU SYSTEM

DATE: April 17, 2012

RECEIVED

APR 19 2012

RE: Renovations to Wing 6G, 6H and 6J in Hospital
LSU Health Sciences Center – Shreveport, Louisiana

PROPERTY & FACILITIES

Attached for your review is the project description of the planned project as well as the description of proposed funding. There will be no debt to the institution as a result of the proposed renovation project. The information contained herein is true and accurate to the best of my knowledge.

Please review the attached information. I am requesting that the information be forwarded to the Board of Supervisors for placement on their next available meeting agenda. Feel free to call if you need any additional information.

Attachment

RECEIVED

APR 19 2012

PROPERTY & FACILITIES

PROJECT TYPE: Self-Generated

PROJECT NAME: G/J/H-Wing 6th Floor Patient Room Upgrade

PRESENT CONDITIONS:

- Current 6G, 6J and 6H nursing unit wings are over 35 years old.
- The unit has a majority of semi-private and three-bed wards without adequate bath facilities which is not the community or regional standard for patient care.
- The existing accommodations have definitely been an increasing obstacle for growth with patients needing the current service.

SUPPORTING DATA:

- The 6G renovations will provide private patient rooms for patients who have had radically invasive cancer surgery. These patients require admission to surgical oncology private patient rooms.
- The 6J renovations will provide private patient rooms for the immune-suppressed cystic fibrosis patients which is the recommended practice for those patients.

DESIGN DESCRIPTION:

- Renovate existing offices and nursing stations to private patient rooms with private bathroom accommodations.
- Relocate nurse station to central location in 6H for both 6J and 6G wings.
- Replace the HVAC system in the areas of 6G, 6J and 6H being renovated.
- Asbestos remediation is pipe chase areas encountered during construction.

EXPECTED IMPROVEMENTS:

- Project will result in a total of at least 24 private patient room/bathroom accommodations on 6G and 6J with bath/shower comparable to the private sector.
- 6G will accommodate surgical Oncology patients, GYN, Neurosurgery, Orthopedics, Otolaryngology, Urology and Plastic/Reconstructive patients.
- 6J will be renovated to accommodate Cystic Fibrosis patients. These patients are immune-suppressed and need access to private rooms with private bathrooms. LSUHSC currently has the only Pediatric Pulmonologist and her average daily census is 10 to 12 patients.
- 6H will be renovated to provide for a central nurses station with associated spaces. This central station will allow better staff efficiencies for the renovated wings.

NEED

- Create private accommodations of the 6th floor.
- Improve efficiency of Hospital staff serving patients on the renovated 6th floor.

PROJECT FUNDING: Self-Generated Fees

Construction	\$2,200,000
Planning	220,000
Contingency	220,000
Equipment Cost	700,000
TOTAL	\$3,340,000

The funding for G/J/H-Wings 6th Floor Patient Room Upgrade will come from self-generated billing collections. One of the best uses of this funding is for investment in projects which enhance patient care and future revenues. There will be no debt to the institution as a result in the proposed project. Therefore, as outlined in the expected improvements above, campus administration recommends this funding will used to support the patient care upgrade.

V. ATHLETIC COMMITTEE

Mr. Stanley J. Jacobs, Chair
Mr. R. Blake Chatelain, Vice Chair

Mr. Ronald R. Anderson
Dr. Jack A. Andonie
Mr. Raymond J. Lasseigne
Mr. Jack E. Lawton, Jr.
Mrs. Laura A. Leach
Mr. Justin T. Mannino
Mr. J. Stephen Perry

AGENDA

1. Approval of the employment contract for Mr. Johnny Jones, Head Basketball Coach, Louisiana State University
2. Approval of amended employment contracts or new employment contracts for the following coaches at Louisiana State University:
 - A. Mr. John Chavis, Football Defensive Coordinator
 - B. Mr. Greg Studrawa, Football Offensive Coordinator
 - C. Mr. Steven Kragthorpe, Football Assistant Coach
 - D. Mr. Frank Wilson, Football Associate Head Coach
 - E. Mr. Steve Ensminger, Football Assistant Coach
 - F. Mr. Andrea' Haley, Football Assistant Coach
 - G. Mr. Thomas McGaughey, Football Assistant Coach
 - H. Mr. Robert Kirby, Assistant Coach, Men's Basketball
 - I. Mr. Charles Leonard, Assistant Coach, Men's Basketball



REPORT OF SYSTEM STAFF ON A SIGNIFICANT BOARD MATTER

LSU A&M – Contract with Johnny Jones as Head Coach of Men’s Basketball— AMENDED AGENDA

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to Article VII, Section 8.E of the Board Bylaws, the following is provided:

1. Significant Board Matter

Board approval is required pursuant to Article VII, section 8 of the Bylaws:

D.4.c Head coach contracts and amendments

2. Summary of the Matter

This is to request approval of a new contract with Johnny Jones to serve as Head Coach of the LSU A&M Men’s Basketball Team. Under the proposed contract, Coach Jones will receive \$350,000 annual base salary plus \$750,000 annually in supplemental compensation for radio/tv/internet appearances. He is eligible to receive up to an additional \$500,000 in post-season incentive compensation and \$100,000 in academic incentive compensation. If LSU terminates the contract early, Coach Jones will receive liquidated damages from LSU of \$400,000 per each year remaining in the contract, including any extended term (with any partial year prorated). If Coach Jones terminates the contract early, he will owe LSU liquidated damages of \$1,000,000 in the first contract year, falling to \$850,000 in the second year, \$650,000 in the third, and \$500,000 in the remaining term of the contract. As part of the contract, the Tiger Athletic Foundation will contribute \$250,000 toward the buy-out of Coach Jones’ contract with his previous employer. Jones will receive customary fringe benefits such as a car allowance and club membership and will also receive expenses related to his relocation to Baton Rouge. The contract term is through June 2017. (Of course, the terms of the actual contract will control over this summary)

All funds for this contract come from self-generated revenue of the Athletic Department. No state general fund or tuition dollars are used.

3. Review of Business Plan

The Athletic Department expects that all funds relating to this contract will be paid from revenues generated by the Athletic Department except as otherwise specified above; while authorized by the contracts, it is not expected that any

foundation dollars will be needed to provide for any of the supplemental compensation, other than the buy-out of his prior contract.

4. Review of Documents Related to Referenced Matter

The proposed contract has or will be reviewed by the Office of General Counsel for legal sufficiency.

5. Other

6. Certification of campus (or equivalent) re. Art. VII, § 8.E

This certification has been provided.

ATTACHMENTS:

1. Recommendation from campus
2. Proposed Contract with Coach Jones

RECOMMENDATION

Upon the recommendation of the athletic director and the chancellor, the Board is requested to authorize the President to sign the proposed contract with Johnny Jones as Head Coach of the LSU A&M Men's Basketball Program. No independent System review has taken place.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. William Jenkins, LSU System Interim President, or his designee, to sign a contract with John H. "Johnny" Jones, Jr. to serve as Head Coach of the LSU A&M Men's Basketball Program and to include in that contract such terms and conditions as he, in consultation with the System General Counsel, deems to be in the best interests of LSU.



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

To: William L. Jenkins
Interim President
LSU System

Date: May 31, 2012

From: Michael Martin
Chancellor
LSU

L-966
RECEIVED
MAY 31 2012
LSU SYSTEM
ROOM 124

Subject: Employment Agreements – LSU Football Coaching Staff and LSU Men’s Basketball Coaching Staff

Attached hereto are the Employment Agreements for certain LSU Football Assistant Coaches. The agreements for John Chavis, Andrea’ Haley, Thomas McGaughey, and Steve Ensminger are amendments to the existing employment agreements. The agreements for Steven Kragthorpe, Greg Studrawa and Frank Wilson are new agreements that replace the existing agreements.

Additionally, attached hereto are the finalized Employment Agreements for new LSU Head Basketball Coach Johnny Jones and two of his assistants, Robert Kirby and Charles Leonard.

I respectfully request that these Employment Agreements be placed on the agenda for the June 8, 2012 Board of Supervisors’ meeting agenda. Should you have any questions, please do not hesitate to contact me.

Attachments

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 14th day of April, 2012, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William L. Jenkins its duly authorized Interim President, and John “Johnny” H. Jones, Jr. (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “Chancellor”: The Chancellor of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Three Hundred Fifty Thousand and No/100ths dollars (\$350,000.00), or such other amount as adjusted pursuant to Section 5 of this Agreement.
- E. “Start Date”: April 14, 2012.
- F. “End Date”: June 30, 2017.
- G. “Program”: The intercollegiate Men’s Basketball program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the Chancellor. COACH will be responsible for the Program at LSU A&M. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Chancellor and the Athletic Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner which allows the Team to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - B. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - C. Directing the Program, including management of staff, budget, and other resources;
 - D. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the

term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;

- E. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- F. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- G. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- I. Reasonably understanding, observing, and upholding LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU’s mission;
- J. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- K. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - L. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
 - M. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - N. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew itself for additional periods of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments. The Base Salary Amount shall be reviewed at the end of each season of Team and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies.

6. **Supplemental Compensation.**

A. In addition to the base salary described above, COACH each contract year shall receive Supplemental Compensation in an amount of Seven Hundred Fifty Thousand and No/100 dollars (\$750,000.00) as compensation for appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The Supplemental Compensation shall be paid in twelve (12) equal monthly installments. The Supplemental Compensation Amount shall be reviewed at the end of each season of Team and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies.

B. COACH shall not appear without the prior written approval of the Chancellor on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the Chancellor and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year (beginning contract year 2012-13), LSU agrees to pay COACH additional compensation in the amount of One Hundred

Thousand and NO/100 dollars (\$100,000.00) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.;

B. Mobile communications device and service;

- C. An annual automobile allowance in the amount of \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Chancellor after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. **Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the Chancellor before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the Chancellor and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the Chancellor and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant

coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the Chancellor.

11. **Assignment and Retirement Benefits.**

- A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.
- B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall **not** be considered "base pay," "earned compensation," or

“earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the Chancellor, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH’s Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and COACH will be afforded a reasonable opportunity to address the issues.

For purposes of this Section, “cause” for termination shall be defined as:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the Chancellor and the Associate Athletic Director for Compliance;
- (2) Commission of a material violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of

COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known, and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
- (2) Liquidated damages under this Section 12.B will be \$400,000 per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due

diligence and good faith in seeking other employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

C. Termination by COACH Without Cause.

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually

agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be determined based upon the Contract Year in which notice of termination is given. For purposes of this subparagraph, the first Contract Year will begin on the effective date of this Agreement and end on June 30, 2013. The second Contract Year will begin on July 1, 2013 and end on June 30, 2014. The third Contract Year will begin on July 1, 2014 and end on June 30, 2015. The remaining term on this contract will begin on July 1, 2015 and end on June 30, 2017. The amount of liquidated damages shall be :

<i>Amount</i>	<i>Contract year when notice of termination given</i>
a. \$1,000,000	First Contract Year
b. \$ 850,000	Second Contract Year
c. \$ 650,000	Third Contract Year
d. \$ 500,000	Remaining Term of Contract

- (3) Liquidated damages under this Section 12.C shall be paid on the same schedule as that provided under subsection 12.B(3), above. In addition, COACH shall have the option to pay such amount in one payment within sixty days of termination, said amount discounted to the then present value using the then prime rate of the banking institution utilized by LSU.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties

recognize that termination of this Agreement by COACH prior to its expiration by lapse of term (including any extended term) would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty. COACH recognizes that his promise to work for LSU until its expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. COACH also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses, including but not limited to (i) searching for, recruiting and hiring a replacement for COACH, (ii) relocating a replacement employee, and (iii) buying out the contract, if necessary, of a replacement employee. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related

(including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Chancellor and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of

perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for and agrees he will not be considered for or granted tenure by LSU.

G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and

confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

14. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
16. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
17. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any

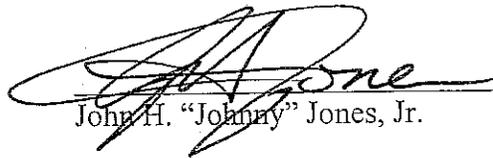
other default or breach of the same or any other covenant, term or condition contained herein.

18. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
19. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
20. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

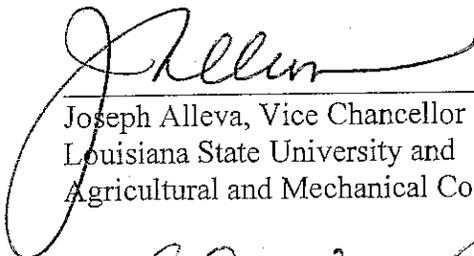
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

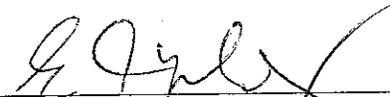
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

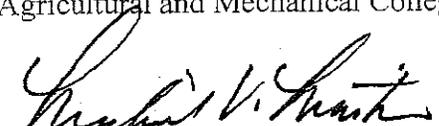
By: _____
William L. Jenkins, Ph.D., Interim President


John H. "Johnny" Jones, Jr.

RECOMMENDED:


Joseph Alleva, Vice Chancellor and Athletic Director
Louisiana State University and
Agricultural and Mechanical College


Eric Monday, Vice Chancellor for Finance & Administrative Services and Chief Financial
Officer
Louisiana State University and
Agricultural and Mechanical College


Michael Martin, Ph.D., Chancellor
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for John H. “Johnny” Jones, Jr.

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 14, 2012 entered into between LSU and John H. “Johnny” Jones, Jr., to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts (such amounts being cumulative), and based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation paid shall be \$500,000 per contract year:

a)	SEC Regular Season Champion	\$ 50,000
b)	SEC Tournament Champion	\$ 50,000
c)	NCAA Tournament Appearance	\$100,000
d)	NCAA Sweet Sixteen Appearance	\$ 50,000
e)	NCAA Final Four Appearance	\$ 50,000
f)	NCAA National Champion	\$100,000
g)	SEC Coach of the Year	\$ 50,000
h)	National Coach of the Year	\$100,000

2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection D:

- E. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;
- F. One payment of \$10,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above;
- G. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 90 days; and,

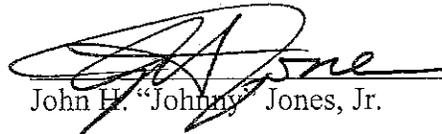
H. Upon approval of the contract, a payment of \$250,000 will be paid to COACH to pay any contractually required buyout. The payment will be made from affiliated foundation funds. COACH shall be solely responsible for any and all other expenses associated with resignation of current employment.

3. All other provisions of the Agreement remain unchanged.

Approved:

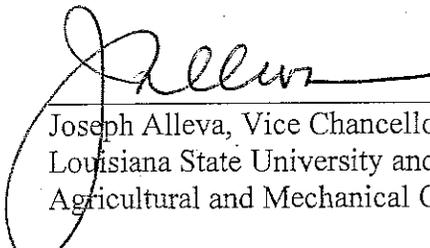
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
William L. Jenkins, Ph.D., Interim President



John H. "Johnny" Jones, Jr.

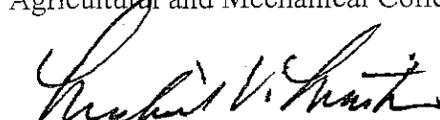
RECOMMENDED:



Joseph Alleva, Vice Chancellor and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Eric N. Monday, Vice Chancellor for Finance & Administrative Services and Chief Financial
Officer
Louisiana State University and
Agricultural and Mechanical College



Michael Martin, Ph.D., Chancellor
Louisiana State University and
Agricultural and Mechanical College



REPORT OF SYSTEM STAFF ON A SIGNIFICANT BOARD MATTER

LSU A&M – Contracts with assistant coaches –AMENDED AGENDA

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to Article VII, Section 8.E of the Board Bylaws, the following is provided:

1. Significant Board Matter

Board approval is required pursuant to Article VII, section 8 of the Bylaws:

D.5.c Other “significant board” matters—Amended Agenda—out of time submission.

2. Summary of the Matter

This is request for approval of the extension and compensation adjustments for the following football assistant coaching staff members:

A. Football Defensive Coordinator John Chavis - Current Compensation \$700,000; Proposed Compensation \$900,000 for 2012, \$1,100,000 for 2013, and \$1,300,000 for 2014

It is recommended by the LSU A&M campus, through the Chancellor, to amend Coach Chavis’ current contract for an additional three years with incremental increases each year. The proposed increases are in line with the amounts offered by two comparable schools at the end of the 2011 football season. It is also recommended the buyout (liquidated damages) amount he would owe should he terminate the contract be increased from \$500,000 to \$1,000,000.

B. Football Offensive Coordinator Greg Studrawa - Current Compensation \$300,000; Proposed Compensation \$500,000

A new three-year contract has been recommended by the A&M Campus for Coach Studrawa for his promotion on the staff to Offensive Coordinator. This contract will be effective on February 1, 2012 since his previous amended contract appointing him as acting offensive coordinator ended on January 31, 2012. His post-season incentive package has also been adjusted to compensate for his promotion to coordinator.

C. Football Assistant Coach Steven Kragthorpe – Current compensation \$700,000; Proposed Compensation \$400,000 for Calendar Year 2012, \$425,000 for Calendar Year 2013, and \$450,000 for Calendar Year 2014

A new three-year contract is being recommended by the A&M Campus for Coach Kragthorpe since he has voluntarily elected to step down as the Offensive Coordinator to the assistant coach for quarterbacks. Coach Kragthorpe will continue to provide the football program his vast knowledge and experience on the offensive side of the field. His post-season incentive package has also been adjusted to the same as other assistant coaches.

D. Football Associate Head Coach Frank Wilson – Current Compensation \$325,000; Proposed Compensation \$550,000 for Calendar Year 2012, \$600,000 for Calendar Year 2013, and \$650,000 for Calendar Year 2014

A new three-year contract is being recommended by the A&M Camus for Coach Wilson promoting him from assistant coach to Associate Head Coach. This adjustment is also necessary to adequately compensate Coach Wilson for the value of his services in the college football market. Coach Wilson is not only responsible for coaching the running backs; he also serves as LSU's coach in charge of recruiting coordination.

E. Football Assistant Coach Steve Ensminger – Current compensation \$210,000 for Calendar Year 2012 and \$230,000 for Calendar Year 2013; Proposed Compensation \$230,000 for Calendar Year 2012, \$250,000 for Calendar Year 2013, and \$300,000 for Calendar Year 2014

It is being recommended by the A&M Campus to amend Coach Ensminger's contract to add one more year and adjust his salary compensation over that time period.

F. Football Assistant Coach Andrea' Haley – Current compensation \$380,000; Proposed Compensation \$400,000 for Calendar Year 2012, \$420,000 for Calendar Year 2013, and \$440,000 for Calendar Year 2014

It is being recommended by the A&M Campus to amend Coach Haley's contract to add one more year and adjust his salary compensation over that time period.

G. Football Assistant Coach Thomas McGaughey – Current compensation \$275,000; Proposed Compensation \$290,000 for Calendar Year 2012, \$300,000 for Calendar Year 2013, and \$310,000 for Calendar Year 2014

It is being recommended by the A&M Campus to amend Coach McGaughey's contract to add one more year and adjust his salary compensation over that time period.

H. Men's Basketball Assistant Coach Robert Kirby – Proposed recommended by the A&M Campus is compensation of \$240,000 per calendar year; he is new hire for men's basketball coaching staff; contract to expire on June 30, 2013.

I. Men's Basketball Assistant Coach Charles Leonard – Proposed compensation recommended by the A&M Campus is compensation of \$130,000 per calendar year; he is a new hire for men's basketball coaching staff; contract to expire on June 30, 2013.

3. Review of Business Plan

The Athletic Department expects that all funds relating to these contracts will be paid from revenues generated by the Athletic Department, not state funds or tuition; while authorized by the contracts, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation.

4. Review of Documents Related to Referenced Matter

The proposed contracts have or will be reviewed by the Office of General Counsel for legal sufficiency.

5. Other

6. Certification of campus (or equivalent) re. Art. VII, § 8.E

This certification has been provided.

ATTACHMENTS:

1. Recommendation from campus
2. Proposed contracts with assistant coaches

RECOMMENDATION

Upon the recommendation of the Athletic Director and the Chancellor, the Board is requested to authorize the President to sign the proposed contracts with the assistant coaches listed above of the LSU A&M Football and Men's Basketball Programs. No independent System review has taken place.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes William L. Jenkins, LSU System Interim President or his designee to execute contracts, as presently recommended by the LSU A&M Chancellor and Athletic Director, with assistant coaches of the LSU A&M Football and Men's Basketball Programs and to include in those contracts such terms and conditions as he, in consultation with the System General Counsel, deems to be in the best interests of LSU.



Office of the Chancellor

RECEIVED
MAY 31 2012
LSU SYSTEM
ROOM 12A

To: William L. Jenkins
Interim President
LSU System

Date: May 31, 2012

From: Michael Martin
Chancellor
LSU

Subject: Employment Agreements --LSU Football Coaching Staff and LSU Men's Basketball Coaching Staff

Attached hereto are the Employment Agreements for certain LSU Football Assistant Coaches. The agreements for John Chavis, Andrea' Haley, Thomas McGaughey, and Steve Ensminger are amendments to the existing employment agreements. The agreements for Steven Kragthorpe, Greg Studrawa and Frank Wilson are new agreements that replace the existing agreements.

Additionally, attached hereto are the finalized Employment Agreements for new LSU Head Basketball Coach Johnny Jones and two of his assistants, Robert Kirby and Charles Leonard.

I respectfully request that these Employment Agreements be placed on the agenda for the June 8, 2012 Board of Supervisors' meeting agenda. Should you have any questions, please do not hesitate to contact me.

Attachments



FROM: Joe Alleva, Vice Chancellor and Director of Athletics
TO: Mike Martin, Chancellor
DATE: April 13, 2012
REF: Justification for football pay increases

A handwritten signature in black ink, appearing to read "Alleva", written in a cursive style.

I have forwarded Coach Les Miles' recommendation for salary adjustments to seven assistant coaches on his current staff. The adjustments and justifications are as follows:

Defensive Coordinator John Chavis - Current Compensation \$700,000; Proposed Compensation \$900,000 for 2012, \$1,100,000 for 2013, and \$1,300,000 for 2014

It is recommended to amend Coach Chavis' current contract for an additional three years with incremental increases each year. The proposed increases are in line with the amounts offered by two comparable schools at the end of the 2011 football season. It is also recommended the buyout amount he would owe should he terminate the contract be increased from \$500,000 to \$1,000,000.

Offensive Coordinator Greg Studrawa - Current Compensation \$300,000; Proposed Compensation \$500,000

A new three year contract has been recommended for Coach Studrawa for his promotion on the staff to Offensive Coordinator. This contract will be effective on February 1, 2012 since his previous amended contract appointing him as acting offensive coordinator ended on January 31, 2012. His post season incentive package has also been adjusted to compensate for his promotion to coordinator.

Assistant Coach Steven Kragthorpe – Current compensation \$700,000; Proposed Compensation \$400,000 for Calendar Year 2012, \$425,000 for Calendar Year 2013, and \$450,000 for Calendar Year 2014

A new three year contract is being recommended for Coach Kragthorpe since he has voluntarily elected to step down as the Offensive Coordinator to the assistant coach for quarterbacks. Coach Kragthorpe will continue to provide the football program his vast knowledge and experience on the offensive side of the field. His post season incentive package has also been adjusted to the same as other assistant coaches.

Associate Head Coach Frank Wilson – Current Compensation \$325,000; Proposed Compensation \$550,000 for Calendar Year 2012, \$600,000 for Calendar Year 2013, and \$650,000 for Calendar Year 2014

A new three year contract is being recommended for Coach Wilson promoting him from assistant coach to Associate Head Coach. This adjustment is also necessary to adequately compensate Coach Wilson for the value of his services in the college football market. Coach Wilson is not only responsible for coaching the running backs, he also serves as LSU's coach in charge of recruiting coordination.

Assistant Coach Steve Ensminger – Current compensation \$210,000 for Calendar Year 2012 and \$230,000 for Calendar Year 2013; Proposed Compensation \$230,000 for Calendar Year 2012, \$250,000 for Calendar Year 2013, and \$300,000 for Calendar Year 2014

It is being recommended to amend Coach Ensminger's contract to add one more year and adjust his salary compensation over that time period.

Assistant Coach Andrea' Haley – Current compensation \$380,000; Proposed Compensation \$400,000 for Calendar Year 2012, \$420,000 for Calendar Year 2013, and \$440,000 for Calendar Year 2014

It is being recommended to amend Coach Haley's contract to add one more year and adjust his salary compensation over that time period.

Assistant Coach Thomas McGaughey – Current compensation \$275,000; Proposed Compensation \$290,000 for Calendar Year 2012, \$300,000 for Calendar Year 2013, and \$310,000 for Calendar Year 2014

It is being recommended to amend Coach McGaughey's contract to add one more year and adjust his salary compensation over that time period.

The 2011 football team produced the first undefeated regular season since 1958 and was successful in winning the 2011 SEC Championship Game, providing LSU its fourth SEC football title in the last 10 years. To continue this success it is important to maintain as much consistency as possible by retaining most of the coaching staff from one season to the next. With the loss of two members of the 2011 football coaching staff it is important that we retain as many of the remaining staff as possible. These salary recommendations will accomplish that goal and hopefully help us maintain our program as one of the best in the country.

If further information is needed, please feel free to contact me.

	<u>Current</u>	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>Overall % increase</u>
Chavis, John	\$ 700,000	\$ 900,000	28.6%	\$ 1,100,000	22.2%	\$ 1,300,000	18.2%	85.7%
Ensminger, Steve	\$ 210,000	\$ 230,000	9.5%	\$ 250,000	8.7%	\$ 300,000	20.0%	42.9%
Haley, Brick	\$ 380,000	\$ 400,000	5.3%	\$ 420,000	5.0%	\$ 440,000	4.8%	15.8%
Kragthorpe, Steve	\$ 700,000	\$ 400,000	-42.9%	\$ 425,000	6.3%	\$ 450,000	5.9%	-35.7%
McGaughey, Thomas	\$ 275,000	\$ 290,000	5.5%	\$ 300,000	3.4%	\$ 310,000	3.3%	12.7%
Studrawa, Greg	\$ 300,000	\$ 500,000	66.7%	\$ 500,000	0.0%	\$ 500,000	0.0%	66.7%
Wilson, Frank	\$ 325,000	\$ 550,000	69.2%	\$ 600,000	9.1%	\$ 650,000	8.3%	100.0%
TOTAL	\$ 2,890,000	\$ 3,270,000	13.1%	\$ 3,595,000	9.9%	\$ 3,950,000	9.9%	36.7%

	<u>Previous Staff</u>	<u>New Staff</u>	
Jones, Johnny	\$1,500,000	\$1,100,000	-26.70%
Kirby, Robert	\$140,000	\$240,000	71.40%
Leonard, Charles	\$130,000	\$130,000	0.00%
TOTAL	\$1,770,000	\$1,470,000	-16.90%

**PERSONNEL ACTIONS REQUIRING
BOARD APPROVAL**

June 8, 2012

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June 8, 2012

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A. CAMPUS PERSONNEL ACTIONS

Personnel Actions Requiring Board Approval
June 8, 2012

FILL A VACANCY

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 LSU A&M	Pomeroy, Jordana	07/01/12	Executive Director, LSU Museum of Art	\$140,000	State
2 HCSD	Dorman, Michael R.	06/01/12	Pharmacy Director Earl K Long Med Ctr.	\$127,826	State

**Personnel Actions Requiring Board Approval
June 8, 2012**

FILL A VACANCY - APPOINTMENT WITH TENURE

Campus	Name	Effective Date	Title		Salary	Proposed Source
1 LSU A&M	Bell, Stuart R.	08/01/12	Executive Vice Chancellor and Provost, Professor with Tenure, Mechanical Engineering	Base	\$300,000	State
				Supp	\$40,000	
				Total	\$340,000	
2 LSU A&M	Berryman, Charles W.	06/15/12	Professor with Tenure, Department Chair Construction Management	Base	\$120,000	State
				Supp	\$20,000	
				Total	\$140,000	
3 LSU A&M	Dickson, John H.	08/13/12	Professor with Tenure, Director of Choral Studies		\$110,000	State
4 LSU A&M	Long, Ling	08/01/13	Associate Professor with Tenure, Mathematics		\$77,500	State
5 LSU A&M	Watson, Gregory	08/13/12	Associate Professor with Tenure, Architecture		\$80,000	State

Personnel Actions Requiring Board Approval
June 8, 2012

PROMOTIONS

Campus	Name	Effective	Title	Old Salary	New Salary	Difference	Source	Pct Chg.
1 Ag Ctr	Padgett, Guy Boyd	07/01/12	Regional Director of the Central Region	\$120,000	\$130,000	\$10,000	State	8%
* 2 Law Center	Diamond, Raymond T.	06/01/12	Vice Chancellor- Faculty Development and Institutional Assessment	Base \$154,040 AY Supp \$0 Total	\$188,268 FY \$18,830 \$207,098 FY	\$0 \$18,830	State State	10%
* 3 Law Center	Smith, Norman Gregory	06/01/12	Vice Chancellor Business and Finance	Base \$127,800 AY Supp \$0 Total	\$156,197 FY \$15,623 \$171,820 FY	\$0 \$15,623	State State	10%
4 LSU A&M	Cheng, Christine Crawford	08/13/12	Assistant Professor- Accounting	\$110,000	\$150,000	\$40,000	State	36%
5 LSU A&M	Soileau, Jared Scott	08/13/12	Assistant Professor - Accounting	\$110,000	\$134,800	\$24,800	State	23%

**Salary Conversion from Academic Year to Fiscal Year*

Personnel Actions Requiring Board Approval
June 8, 2012

APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP

Campus	Name	Effective	Continue Remove/Add	Title	Salary	Compensation	Foundation
1 LSU A&M	Berryman, Charles W.	06/15/12	Add	Contractors Educational Trust Fund Endowed Chair	\$140,000	\$30,000	LSU A&M
3 LSU A&M	Euba, Femi	08/15/11	Continue	Louise and Kenneth L. Kinney Professorship in Theater	\$78,002	\$2,500	LSU A&M
2 LSU A&M	Fasching-Varner, Kenneth J.	08/13/12	Add	Shirley B. Barton Professorship in the College of Education	\$60,000	\$2,400	LSU A&M
4 LSU A&M	Garn, Alex Christopher	08/13/12	Add	Helen "Bessie" Silverberg Pliner Professorship in Kinesiology	\$60,000	\$4,000	LSU A&M
5 LSU A&M	Nelson, Arnold G.	08/15/11	Continue	Mary Ethel Baxter Lipscomb Memorial Endowed Professorship in Education	\$69,405	\$4,000	LSU A&M
6 LSU A&M	Nunn, Jeffrey A.	06/30/12	Add	Andrew Clinton Pereboom LSU Alumni Association Departmental Professorship	\$115,667	\$6,200	LSU A&M
			Continue	Ernest and Alice Neal Professorship			
7 LSU A&M	Rohwer, Frank C.	04/01/12	Continue	George William Barineau, Jr. Professorship in the College of Agriculture	\$85,988	\$3,000	LSU A&M
8 LSU A&M	Seifried, Chad	08/13/12	Add	J. Franklin Bayhi Endowed Professorship	\$60,000	\$4,000	LSU A&M

**Personnel Actions Requiring Board Approval
June 8, 2012**

9	LSU A&M	Wornat, Mary Julia	07/01/12	Add	William G. Reymond Endowed Professorship in Chemical Engineering	\$136,349	\$50,787	LSU A&M
				Continue	Robert Hughes Harvey Endowed Professorship in Chemical Engineering		\$6,500	LSU A&M
10	LSU-Eunice	Cordes, James E.	01/09/12	Continue	Endowed Professorship	\$61,424	\$2,239	LSU-E

Personnel Actions Requiring Board Approval
June 8, 2012

REQUESTS FOR EMERITUS TITLE

Campus	Name	Effective Date	Title
1 LSU A&M	Fulton, William Kenneth	08/03/12	Professor Emeritus and Alumni Professor Emeritus
2 LSU Eunice	Guempel, Stephen R.	05/21/12	Professor Emeritus and Vice Chancellor Emeritus
3 LSU Shreveport	Brennan, Stephen C.	05/21/12	Professor Emeritus
4 LSU Shreveport	Leitz, Robert C. III	06/30/12	Professor Emeritus and Curator Emeritus

Personnel Actions Requiring Board Approval
June 8, 2012

SUPPLEMENTAL COMPENSATION

Campus	Name	Effective	Title	Salary	Supplement	Foundation
1 PBRC	Bray, George	07/01/12	Boyd Professor	\$229,072	\$100,000	PMF
2 PBRC	Cefalu, William	07/01/12	Professor	\$201,848	\$65,000 \$65,000	PMF LSUMCF
3 PBRC	Gimble, Jeff	07/01/12	Professor	\$165,419	\$30,000	PMF
4 PBRC	Greenway, Frank	07/01/12	Professor - Research	\$197,759	\$50,000	PMF
5 PBRC	Gupta, Alok	07/01/12	Assistant Professor - Research	\$182,464	\$10,000	PMF
6 PBRC	Pan, Weihong	07/01/12	Professor	\$201,590	\$25,000	PMF
7 HSC-NO	Allerton, Kelly	02/01/12	Editorial Consultant	\$38,500	\$1,000	LSUHSCF
8 HSC-NO	Barreto, Carmen	02/01/12	Administrative Assistant 4	\$28,046	\$1,000	LSUHSCF
9 HSC-NO	Boudreaux, Denise	02/01/12	Administrative Coordinator 3	\$35,372	\$1,000	LSUHSCF
8 HSC-NO	Brannon, Robert B.	05/11/12	Professor - Clinical	\$99,324	\$6,000	LSUHSCF
10 HSC-NO	Brown, Melanie	02/01/12	Coordinator	\$37,275	\$1,000	LSUHSCF
11 HSC-NO	Calvin, Carolyn	02/01/12	Coordinator	\$33,075	\$1,000	LSUHSCF
12 HSC-NO	Case, Jan	05/11/12	Assistant Professor - Clinical	\$76,267	\$6,000	LSUHSCF
13 HSC-NO	Cervantes, Vilma	02/01/12	Coordinator	\$41,163	\$1,000	LSUHSCF

**Personnel Actions Requiring Board Approval
June 8, 2012**

14	HSC-NO	Chiu, Yu-Wen "Angela"	05/11/12 Assistant Professor - Research	\$79,419	\$6,000	LSUHSCF
15	HSC-NO	Conrad, Erich	05/11/12 Assistant Professor	\$84,823	\$6,000	LSUHSCF
16	HSC-NO	Delcarpio, Joseph	02/01/12 Associate Dean	\$148,225	\$1,000	LSUHSCF
17	HSC-NO	Duhe', Sedette	02/01/12 Coordinator	\$41,390	\$1,000	LSUHSCF
18	HSC-NO	Foster, Timothy	02/01/12 Assistant Professor	\$89,440	\$1,000	LSUHSCF
19	HSC-NO	Gasparini, Sonia	02/01/12 Assistant Professor	\$86,354	\$1,000	LSUHSCF
20	HSC-NO	Gaiimo, Mary	02/01/12 Instructor	\$56,841	\$1,000	LSUHSCF
21	HSC-NO	Gregory, Paula	02/01/12 Director	\$137,628	\$1,000	LSUHSCF
22	HSC-NO	Hollenbach, Andrew	02/01/12 Associate Professor	\$103,934	\$1,000	LSUHSCF
23	HSC-NO	Jorgenson, Karen	02/01/12 Business Manager	\$61,992	\$1,000	LSUHSCF
24	HSC-NO	Loerwald, Deanna	02/01/12 Administrative Assistant 4	\$39,778	\$1,000	LSUHSCF
25	HSC-NO	Lofaso, Daryl	02/01/12 Clinical Associate	\$69,418	\$1,000	LSUHSCF
26	HSC-NO	Lopez, Alfredo	05/01/12 Professor	\$140,937	\$500	LSUHSCF
27	HSC-NO	Manning, Jennifer	05/11/12 Instructor - Clinical	\$71,660	\$6,000	LSUHSCF
28	HSC-NO	Miller, Fern	02/01/12 Instructor	\$60,197	\$1,000	LSUHSCF
29	HSC-NO	Mussell, Jason	05/11/12 Assistant Professor - Research	\$64,000	\$6,000	LSUHSCF
30	HSC-NO	Paul, Dennis	02/01/12 Associate Professor	\$109,754	\$1,000	LSUHSCF

Personnel Actions Requiring Board Approval
June 8, 2012

31 HSC-NO	Rondeno, Andrelle	02/01/12 Coordinator	\$34,662	\$1,000	LSUHSCF
32 HSC-NO	Swartz, William	05/01/12 Professor	\$142,955	\$250	LSUHSCF
33 HSC-NO	Winkler, Kerry	02/01/12 Assistant Business Manager	\$52,488	\$1,000	LSUHSCF
34 LSU A&M	<i>See attached Awards List from LSU A&M for June, 2012</i>				

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS AWARDS REPORT
Meeting Date: June 2012

Name	Title	Award	Regular Salary	Date	Award Amount
Megan Stone	Coordinator	Staff Excellence Award			
Carolyn Foley	Coordinator	Staff Excellence Award	\$ 47,671	3/30/2012	\$500
Lisa Smith	Business Manager	Staff Excellence Award	\$ 48,500	3/30/2012	\$500
Judith Anne Garretson-Folse	Designated Professor	Tenured Faculty Award	\$ 60,000	3/30/2012	\$500
Bulent Unel	Designated Professor	Non-tenured Faculty Award	\$ 128,904	3/30/2012	\$1,000
Laurene Hutchinson	Assistant to the Dept. Head	Instructor Award	\$ 94,000	3/30/2012	\$500
Donghui Zhang	Assistant Professor	Non-tenured Faculty Award	\$ 62,394	3/30/2012	\$500
David Donze	Associate Professor	Graduate Teaching Award	\$ 72,500	4/17/2012	\$1,000
Jonathan Dowling	Professor	LSU Distinguished Faculty Teaching Award	\$ 78,953	4/19/2012	\$1,000
Lawrence Smolinsky	Professor	H.M. "Hub" Cotton Award for Faculty Excellence	\$ 142,051	4/26/2012	\$1,500
Kristin Sosnowsky	Associate Professor	Brij Mohan Distinguished Professor Award	\$ 92,537	4/26/2012	\$1,000
Kevin Casper	Graduate Assistant	Alumni Association Teaching Assistant Award	\$ 111,078	4/26/2012	\$500
Laura DeLaune	Asst. Department Head	Dept. of Accounting Outstanding Teacher Award	\$ 17,000	4/27/2012	\$250
Dana Hollie	Assistant Professor	Vincent C. Brenner Endowed Faculty Research Scholarship	\$ 68,631	5/1/2012	\$1,000
Ying Wang	Designated Professor	LSU Rainmakers Faculty Emerging Scholar Award	\$ 175,000	5/1/2012	\$1,000
Timothy Slack	Associate Professor	LSU Rainmakers Faculty Emerging Scholar Award	\$ 75,000	5/1/2012	\$1,000
Milen Yakimov	Professor	LSU Rainmakers Faculty Mid Career Scholar Award	\$ 69,426	5/1/2012	\$1,000
James Honeycutt	Professor	LSU Rainmakers Faculty Senior Scholar Award	\$ 102,300	5/1/2012	\$1,000
F Carl Knopf	Professor	Dow Excellence in Teaching Award	\$ 79,161	5/1/2012	\$1,000
Dubravko Justic	Professor	Outstanding Faculty Teaching Award	\$ 156,423	5/2/2012	\$2,500
Chet Piley	Analyst - Data Processing	Outstanding Research Staff Award	\$ 88,935	5/2/2012	\$1,000
Carolyn Lewis	Assistant Professor	Roselyn Boneno Teaching Award 2011-12	\$ 53,500	5/2/2012	\$1,000
			\$ 55,000	5/7/2012	\$250

APPROVED

Carolyn H. Haynes

5/16/12

B. INTERIM PRESIDENT

Personnel Actions Requiring Board Approval
June 8, 2012

APPOINTMENT BY THE BOARD

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 System	Jenkins, William L.	05/01/12	Interim President	Base \$425,000 Supplement \$175,000 Total \$600,000	State LSU A&M Foundation

Appointment letter attached for approval; includes supplements.



BOARD OF SUPERVISORS
Louisiana State University
and Agricultural & Mechanical College

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

225/578-2154
225/578-5524 fax

May 10, 2012

Dr. William L. Jenkins
Interim President
Louisiana State University System
3810 W. Lakeshore Drive
Baton Rouge, Louisiana 70808

Re: Your appointment as Interim President by Board Action of April 27, 2012

Dear Dr. Jenkins:

I take this means to set forth the terms of your appointment as Interim President, effective May 1, 2012.

Term: As Interim President, under the Bylaws, you serve at the pleasure of the Board. It is expected, however, that you will serve until a successor takes office. In the event either you or the Board decide to terminate your service prior to a successor taking office at least thirty days notice will be provided the other.

Compensation: You will be compensated on a fiscal (annual) year basis as follows:

Base Salary	\$425,000
Supplemental Compensation from affiliated foundation(s)	\$175,000

In addition, the following expenses related to your job will be paid:

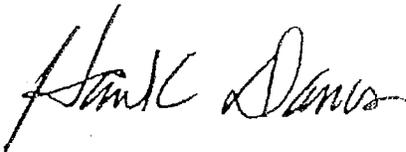
Vehicle	up to	\$760	per month
Housing	up to	\$2670	per month
Travel	up to	\$600	per month
Miscellaneous	up to	\$300	per month

You understand that in accordance with affiliated foundation(s) agreement(s) with the Board that the above supplemental compensation and expenses may be paid by the foundation(s) or from foundation(s) funds, upon approval of the Board at its next regularly scheduled meeting. In addition, your base salary may come from funds provided the Board by affiliated foundations.

In all other respects, of course, you will have the privileges and rights of a university employee and are subject to the rules and regulations of the University and State law.

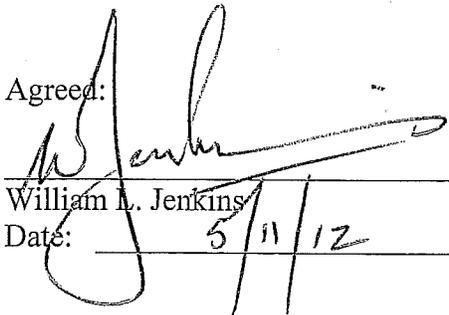
We appreciate your willingness to serve LSU during this transition period.

Sincerely,



Hank Danos,
Chairman

Agreed:



William L. Jenkins

Date:

5/11/12

**Resolution of the Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College**

WHEREAS, Michael V. Martin has publicly announced his intention to resign as Chancellor of the LSU A&M campus and take a position with another university system;

WHEREAS, the effective date of that resignation will be after the June 8th regularly scheduled meeting of this Board;

WHEREAS, upon the effective date of that resignation there will be a need for an Interim Chancellor of the LSU A&M Campus; and

WHEREAS, the naming of an Interim Chancellor at this time is necessary and appropriate to assure coordination and an orderly transition of leadership in the best interests of the campus and system:

NOW, THEREFORE, BE IT RESOLVED, that William L. Jenkins, presently serving as Interim President of the LSU System, is hereby appointed to serve also as Interim Chancellor of the LSU A&M Campus upon the effective date of the present chancellor's resignation; and

BE IT FURTHER RESOLVED, that the Interim President and Chancellor shall coordinate the transition in the best interests of the University as determined by the Interim President and consistent with the Board's Bylaws and Regulations; and

BE IT FURTHER RESOLVED that the this action does not reflect a preference or decision in any way whatsoever with respect to the Board's continuing evaluation of the governance structure of the LSU System or the A&M Campus.

CONSENT AGENDA

1. Request approval of the following Endowed Professorships:

Louisiana State University Paul M. Hebert Law Center:

- Newman Trowbridge Distinguished Professorship in Louisiana Property Rights #2 (new incremental funding for an existing Endowed Professorship)

Louisiana State University

- Darlene and Thomas O. Ryder Professorship #7 in Mass Communication in the Manship School of Mass Communication
- Darlene and Thomas O. Ryder Professorship #8 in Mass Communication in the Manship School of Mass Communication
- Dr. Richard Bruch Distinguished Professorship #3 in Biological Sciences in the College of Science
- Leonard C. Tobin, Sr. Endowed Professorship in the College of Science
- Charles and Hilda Roddey Professorship #3 in the College of Engineering
- Karen Wax Schmitt and Family Endowed Professorship in the College of Education, Department of Physics and Astronomy
- Clarence M. Eidt, Jr. Professorship #4 in the College of Engineering
- Gloria M. Anderson Professorship for Graduate Studies in Voice and Opera in the School of Music in the College of Music and Dramatic Arts
- Patricia Hewlett Bodin Distinguished Professorship #2 in the College of Science
- U. J. LeGrange Professorship in Accounting #8 in the E. J. Ourso College of Business
- Luke V. Guarisco Distinguished Professorship in American History in the Department of History, College of Humanities and Social Sciences
- Robert J. Peltier Professorship in the E. J. Ourso College of Business
- Arthur K. Barton Professorship #3 in the College of Engineering
- Blanche Donaldson Professorship for the Department of Veterinary Clinical Sciences in the School of Veterinary Medicine

2. Request approval for the re-authorization of the Stephenson Disaster Management Institute at Louisiana State University
3. Request authorization for Interim President to approve Endowed Professorship proposals received by July 2, 2012

4. Request approval of an Exclusive Copyright License between Louisiana State University Health Sciences Center in New Orleans and Carefx Corporation
5. Recommendation to approve a lease for the Primary Care Clinic Building at HCSD University Medical Center in Lafayette
6. Assignment of Oil, Gas & Mineral Lease from Blue Energy, LTD to Cortez Southern Resources, LLC for Land in East Feliciana Parish
7. Recommendation to consent to the sublease of premises to Sigma Alpha Mu at LSU Housing Corporation
8. Recommendation to name a conference room in Peabody Hall the "William Pinar and William Doll Curriculum Theory Conference Room"
9. Recommendation to name a classroom in the new Business Education Complex the "James D. 'Denny' and Jane Shelton Classroom"
10. Recommendation to name the LSU in Shreveport Red River Research Facility on the Old River Lake the "Anderson Watershed Research Station"
11. Request by LSU A&M for approval of an exclusive sponsorship agreement with Coca-Cola Bottling United – Gulf Coast, LLC



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN ENDOWED PROFESSORSHIP AT THE LSU PAUL M. HEBERT LAW CENTER

To: Members of the Board of Supervisors

Date: June 8, 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

A significant donation has been made to the LSU Paul M. Hebert Law Center for the establishment of an Endowed Professorship. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded on a one to one and one-half matching basis, and this donation qualifies for inclusion in the Board of Regents Support Fund matching grants program.

The following Endowed Professorship is proposed based on a donation of \$60,000:

- Newman Trowbridge Distinguished Professorship in Louisiana Property Rights #2 (new incremental funding for an existing endowed professorship)

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorship is in order.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Professorship.

RECOMMENDATION

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Endowed Professorship listed above

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorship.



Academic Affairs Consent Agenda

REQUEST APPROVAL OF ENDOWED PROFESSORSHIPS AT LOUISIANA STATE UNIVERSITY

To: Members of the Board of Supervisors

Date: June 8, 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

Significant donations have been made to the LSU Foundation for the establishment of Endowed Professorships. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded on a one to one and one-half matching basis, and these donations qualify for inclusion in the Board of Regents Support Fund matching grants program.

The following Endowed Professorship is proposed based on a donation of \$180,000:

- Karen Wax Schmitt and Family Endowed Professorship in the College of Education, Department of Physics and Astronomy

The following Endowed Professorships are proposed based on donations of \$120,000:

- Patricia Hewlett Bodin Distinguished Professorship #2 in the College of Science
- Robert J. Peltier Professorship in the E. J. Ourso College of Business

The following Endowed Professorships are proposed based on donations of \$60,000:

- Darlene and Thomas O. Ryder Professorship #7 in Mass Communication in the Manship School of Mass Communication
- Darlene and Thomas O. Ryder Professorship #8 in Mass Communication in the Manship School of Mass Communication
- Dr. Richard Bruch Distinguished Professorship #3 in Biological Sciences in the College of Science
- Leonard C. Tobin, Sr. Endowed Professorship in the College of Science
- Charles and Hilda Roddey Professorship #3 in the College of Engineering
- Clarence M. Eidt, Jr. Professorship #4 in the College of Engineering
- Gloria M. Anderson Professorship for Graduate Studies in Voice and Opera in the School of Music in the College of Music and Dramatic Arts
- U. J. LeGrange Professorship in Accounting #8 in the E. J. Ourso College of Business
- Luke V. Guarisco Distinguished Professorship in American History in the Department of History, College of Humanities and Social Sciences
- Arthur K. Barton Professorship #3 in the College of Engineering
- Blanche Donaldson Professorship for the Department of Veterinary Clinical Sciences in the School of Veterinary Medicine

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Professorships.

RECOMMENDATION

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Endowed Professorships listed above

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorships.



Academic Affairs Consent Agenda

REQUEST APPROVAL FOR THE RE-AUTHORIZATION OF THE STEPHENSON DISASTER MANAGEMENT INSTITUTE AT LOUISIANA STATE UNIVERSITY

To: Members of the Board of Supervisors

Date: June 8, 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

Background. Louisiana State University requests reauthorization of the Stephenson Disaster Management Institute (SDMI) for an additional five years. The Institute was granted one-year conditional approval by the Board of Regents on April 26, 2007 and full approval (through June 30, 2012) on August 27, 2008.

The mission of the Institute “is to save the lives of people and animals by continuously improving disaster response management through leadership in applied research and education.” SDMI goals include:

- Bring business principles and research to bear on disasters
- Produce applied research and disseminate best practices to the business and practitioner communities
- Build partnerships between academic scholars, emergency management practitioners, and the private sector.

Accomplishments. The Institute has undertaken a large number of initiatives over the past 5 years, including:

- A national initiative in small business preparedness, through the launch of The Center for Business Preparedness that will implement preparedness and mitigation outreach and education projects geared toward small business. Activities include a 3-day Private Sector Preparedness Working Summit with Federal, State, and Local government employees, private sector leaders and academic scholars.
- A Latin America and Caribbean program to encourage high-quality regional applied research programs. Activities include serving as an academic partner to the US Southern Command to conduct program review visits to Guatemala and Haiti; working with the American Relief Team to conduct Port Resiliency Programs across the Central American and Caribbean nations; and conducting an analysis of the response to Haiti with the Center for Strategic and International Studies.
- Working with the Governor’s Office of Homeland Security and Emergency Preparedness to create an executive training and leadership program (Command College) for the state’s emergency management and homeland security professionals.

- Establishing the SDMI Disaster Lab – Home of the Louisiana Business Emergency Operations Center – on the South Campus, to support disaster management in Louisiana by developing an accurate understanding of the economic impact to critical infrastructures and major economic drivers as well as coordinating business and volunteer organizations with the public sector. LSU believes that this is the only separate facility in the U.S. dedicated solely for the use of coordinating private sector disaster response.
- Collaborated with the Center for Strategic and International Studies (CSIS) located in Washington, D.C. to launch a new speaker series focused on disaster management.
- Participated in the CSIS Japan Task Force and with LSU Petroleum Engineering’s contract with Shell to evaluate all phases of offshore development and prepare reliable, fast response mechanisms to minimize the environmental, economic and human health damage caused by such oil spills.

Organizational, Policy, and Operational Changes. A number of changes have taken place over the last 5 years in the structure and management of SDMI.

- Faculty initially hired directly into SDMI are, with one exception, reassigned to academic departments. They continue as Research Affiliates of SDMI.
- There is a new Executive Director, Joseph Booth, appointed May 1, 2010.
- Reorganizational changes include elimination of the Director of Development position and the Associate Director of Grants and Contracts, with the duties of both positions incorporated into a new Associate Director of Support.
- Relocation of SDMI from reporting directly to the Dean of the E.J. Ourso College of Business to reporting to the Executive Director of the National Center for Security Research and Training, which changed its name to the Stephenson National Center for Security Research and Training. This change has led to additional opportunities for SDMI to work on training and research projects with other universities and federal agencies.

Concluding Observations. LSU believes that the SDMI has added to the body of knowledge in disaster management and has been effective in accomplishing its mission and goals. Although there is still much work to be done, SDMI continues to achieve a growing role in influencing the successful practice of disaster management. The SDMI members are frequent speakers both in the United States and abroad. Partnerships with institutions and other universities continue to increase in number, and plans are being made to offer training in a number of mission areas beginning in the coming weeks. LSU anticipates that the next five years are expected to be building years for the SDMI as its reputation and capability continues to increase and the demand for services grows.

3. Financial Note

The SDMI operates on the original donation along with funds raised through other donations, grants, and contracts. Although SDMI has received grants from state sources, it receives no unrestricted state funding for operations.

4. Documents

The full proposal for the reauthorization of the Stephenson Disaster Management Institute, including budget documents, is available for review in 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 the campus.

RECOMMENDATION

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

RESOLUTION

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves LSU’s request for reauthorization of the Stephenson Disaster Management Institute, subject to approval by the Louisiana Board of Regents.



LOUISIANA BOARD OF REGENTS

Form C

Request for Continued Approval of the Stephenson Disaster Management Institute

- 1. Name of Institution: Louisiana State University A&M**
- 2. Name of Proposed Unit: The Stephenson Disaster Management Institute**
- 3. Name and Title of Administrator (including relevant contact information – email, phone, etc.): Joseph T. Booth, Executive director; 225-235-4680; jbooth7@lsu.edu**
- 4. Department or Academic Unit Responsible for the Unit: the Stephenson National Center for Security Research and Training**
- 5. Date to Be Implemented: reauthorization beginning July 1, 2012**
- 6. Date Approved by Management Board: June 8, 2012**

FORM C – Proposal for Continued Full Approval of the Stephenson Disaster Management Institute

Part I – Description and Need

Description

The vision of the Stephenson Disaster Management Institute (SDMI) is to position the University as the premier academic institution in the world on disaster management.

The mission of the Stephenson Disaster Management Institute is to save the lives of people and animals by continuously improving disaster response management through leadership in applied research and executive education. The institute seeks to close the gap between practitioners and academic researchers by causing collaboration between these critical players. The result is leading research that can be applied to the management challenges that face government and business leaders and disaster managers.

SDMI goals include:

- Bring business principles and research to bear on disasters
- Produce applied research and disseminate best practices to the business and practitioner communities
- Build partnerships between academic scholars, emergency management practitioners, and the private sector

The Stephenson Disaster Management Institute is unique in filling needs for better disaster management practices. SDMI affiliation with the E. J. Ourso College of Business and is a distinguishing feature and enhances LSU's ability to focus its existing programs and research capacity on the particular problems of disasters, while adding additional capacity with respect to strategic management and decision making. The SDMI placement into the Stephenson National Center for Security Research and Training (SNCSRT) further augments the SDMI distinction as a disaster management institute. The SNCSRT brings a tremendous training capability and subject matter expertise to bear on the various practice disciplines that comprise the disaster management community.

The Stephenson Disaster Management Institute works with its LSU research affiliates to collaborate on projects and research proposals that will improve disaster preparedness and response. Research disciplines span across multiple departments, including engineering, psychology, sociology, information systems & decision sciences, veterinary medicine, economics, and computer science. Serving as the interface between researchers and practitioners, the Stephenson Disaster Management Institute supports projects that encourage partnerships between these communities that improve the quality of research. This also assures that academic findings are translated into solutions which can be used by the disaster management community as well as the private sector and the average citizen in improving the chances to survive a disaster and mitigate its consequences. This applied research approach is well received by disaster management practitioners and fills a tremendous need in developing practical learning to decision makers.

Need

While SDMI has been effective in its startup, the need has not abated. In fact, the need continues to grow. An overwhelming majority of scientists, disaster experts, and weather forecasters agree that the immediate future holds a continued trend of more frequent natural disasters of greater magnitude and with higher costs in terms of life and property. Even in the face of budget restrictions for traditional sources of research and project funding, SDMI has been able to increase its grant funding receipts and prospects remain. SDMI appears unique in its approach as a practitioner focused applied research institute. SDMI is taking the position of bridging the gap between the academic research and disaster management practitioner communities. This was the successful approach taken during the 2011 Macondo Oil Spill and which served all parties well.

Part II- SDMI Working Programs & Accomplishments

Center for Business Preparedness

The Stephenson Disaster Management Institute (LSU SDMI) is committed to promoting a cultural shift in the value of preparedness through a national initiative in small business preparedness. Currently, the field of preparedness studies lacks the baseline metrics and business benchmarks needed to promote the value of preparedness to small businesses. SDMI seeks to research and document the business case for business preparedness as a strategy for community resilience to disasters.

In April, SDMI will announce the launch of The Center for Business Preparedness (CBP) that will implement preparedness and mitigation outreach and education projects geared toward small business owners and non-profit organizations. The CBP will address the risks to which the business and non-profit organizations are vulnerable and ways in which those risks can be reduced through multiple preparedness and mitigation methods. SDMI will partner with researchers, agencies, trade associations, chambers of commerce, existing service providers, and delivery networks across the nation to promote programs focused on small business preparedness and disasters. The CBP will integrate best practices of preparedness and the results of economic impact studies, surveys, and focus groups that will form the content for mitigation and preparedness initiatives for the small businesses community.

Using the Private Sector Preparedness Accreditation and Certification Program (Title IX of PL 110-53) as a starting point, four areas were identified to provide an actionable framework for the initiative. These areas are research initiatives, messaging and marketing activities, communications and message delivery, and the development of a business justification for small business preparedness.

This Center intends to achieve the following objectives:

1. Promote regional and community resilience through better prepared businesses;
2. Promote public-private partnerships through workshops, seminars, and training;
3. Improve data collection, management, analysis, and dissemination capabilities related to the value of preparedness and mitigation;
4. Conduct, promote, and evaluate demonstrations by current providers of small business preparedness and mitigation services;
5. Improve interagency coordination as well as coordination with the private sector and association service providers to develop coordinated strategies; and
6. Reduce economic interruption to businesses.

Significant Accomplishments:

- Convened a 3-day Private Sector Preparedness Working Summit with Federal, State and Local government employees, private sector leaders and academic scholars to discuss the concept, challenges and opportunities. This summit provided an organizational framework for the CBP;
- Testimony of the concept was given to the U.S. Senate Committee on Appropriations Subcommittee;
- SDMI received \$617,000 via a contract with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness to kick-start the Center. An additional \$50,000 contract is anticipated from the Homeland Security Institute; and
- The Center will launch at the 2012 Continuity Insights Management Conference in Arizona, where SDMI will present the concept in a plenary session.

Latin America and Caribbean Program

The Stephenson Disaster Management Institute Latin America and Caribbean Program focuses on growing high-quality regional applied research programs in Latin America and the Caribbean.

SDMI continues to expand applied research cooperation across the Latin American region through the creation of a strong network of Latin American and Caribbean complementary universities by developing a better understanding of the factors that influence disaster response and community resilience in the different regions. As a result, these university networks build regional knowledge capacity and grow resilience as an emergent cultural value through research, outreach, and education.

The current objectives of SDMI are to establish a strong Latin America and Caribbean presence with projects that provide the most significant reach by engaging academia, the private sector and practitioners in the regions.

Significant Accomplishments:

- During a press conference in March 2010, Honduran President Porfirio Lobo Sosa openly provided full support to the disaster prevention pilot project initiated by SDMI and Universidad Tecnologica Centro Americana (UNITEC);
- SDMI is an academic partner to the US Southern Command (SOUTHCOM) and has conducted program review visits with the US SOUTHCOM commander to Guatemala and Haiti;
- SDMI and the American Relief Team (ART) conduct Port Resiliency Programs (PRéP) across the Central American and Caribbean nations, currently working with the ports of the Dominican Republic;
- SDMI and the Center for Strategic and International Studies (CSIS), a Washington DC think tank, conducted an analysis to the response to Haiti and presented the result at Fundacion del Dessarrollo in the Dominican Republic;
- SDMI regularly presents at the symposium at Pepperdine University in Washington, DC and is co-author on the League of Hope publications related with the use of military forces during disaster relief operations;
- The government of the Dominican Republic has invited SDMI to address their private sector on matters of business continuity and disaster preparedness, helping these governments build resilience by engaging the private sector and NGOs;
- SDMI has been selected by the Center for Coordination of Natural Disasters Prevention in Central America (CEPREDENAC) as the academic entity to support their Tsunami training, their sistemas de alerta temprana, and preparedness for the Central American Region; and
- SDMI has been chosen as the lead academic partner to the 5 year training effort of the Caribbean nations and is working with the US SOUTHCOM and CDEMA to conduct concept of operations, vulnerability studies, emergency response systems, and design training programs to meet the long term needs of the Caribbean nations.

Command College

The Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) accepted a proposal from the LSU Stephenson Disaster Management Institute to create an executive training and leadership program for the state's emergency management and homeland security professionals.

Command College seeks to:

- Enhance the professionalism, efficiency and effectiveness of the emergency management and homeland security system at the state and local level;
- Increase the level of coordination and communication among emergency management professionals across the state;
- Build a cadre of emergency managers who have been learning together that will use their skills to manage their programs and incidents; and
- In-depth, national research was conducted to complete the final product: a blueprint that included an inventory of existing training in Louisiana and around the country, a needs assessment and gap analysis, a strategic plan, and a recommended structure and framework for a sustainable implementation plan for establishing the program. This program is not limited to the State of Louisiana; the LSU Stephenson Disaster Management Institute will pursue the potential to expand it nationally and duplicate it in other states.

Significant Accomplishments:

- SDMI successfully fulfilled its contract with GOHSEP;
- SDMI conducted a gap analysis to determine the capabilities needed by the State's disaster managers; and
- A pilot program for Command College was launched in spring 2011 and the first class, which represented 12 parishes, graduated in May 2011 at the annual Louisiana Emergency Preparedness Association Conference.

SDMI Disaster Lab - Home of the Louisiana Business Emergency Operations Center

Working with LSU Chancellor Michael Martin, SDMI led the renovation of an LSU facility on South Campus, building the state-of-the-art SDMI Disaster Lab, home of the state's Louisiana Business Emergency Operations Center, or the LA BEOC. SDMI engaged the private sector and secured support from companies including Entergy Louisiana, Dell, Aruba Networks, Avaya, Polyvision, GoToMeeting, Frontrow, and Citrix.

The SDMI Disaster Lab, when not activated as the LA BEOC, will serve as a research, simulation, and training facility for the state and the nation's efforts of advancing and optimizing crisis leadership education for disaster managers and the private sector. The SDMI Disaster Lab's success as a collaboration between the public and private sectors underscores LSU's continuing commitment to its mission of engaged research, education and public service.

The mission of the LA BEOC, when activated, is to support disaster management in Louisiana by developing an accurate understanding of economic impact to critical infrastructures and major economic drivers as well as coordinating business and volunteer organizations with the public sector. Through the LA BEOC, the State of Louisiana will improve disaster preparedness and response, reduce reliance on FEMA and other federal assistance, maximize business, industry and economic stabilization, and return the business environment to normal operations more quickly.

The LA BEOC is both a physical and virtual structure which houses key representatives from the business community along with government counterparts from GOHSEP and Louisiana Economic Development (LED). The LA BEOC seats up to 40 business leaders, industry trade associations and organizations across the Department of Homeland Security (DHS) eighteen (18) Critical Infrastructure Key Resource sectors, as well as representatives from the Louisiana Volunteer Organizations Active in Disaster community. When activated, the LA BEOC and its representatives will make recommendations to LED, GOHSEP, and the Unified Command Group.

The LA BEOC was established through an innovative partnership among LED, GOHSEP, University of Louisiana at Lafayette, and LSU's Stephenson Disaster Management Institute.

Significant Accomplishments:

- Garnered public and private sector support to build and open the Disaster Lab/LA BEOC (equipment donated by Dell);
- Cut the ribbon and opened the facility on June 2, 2010;
- Secured a donation of \$250,000 from Entergy Louisiana, LLC to complete Phase 2 of construction;
- Won the Outstanding Achievement Award at the National Hurricane Conference;
- Representatives from at least 5 countries have visited the center, including the Netherlands, Italy, Brazil, France, and Australia;
- Representatives from the following states have visited the center including, Florida, Arkansas, Mississippi, and Alaska;
- Virtually activated twice, in response to the Macondo Oil Spill and the 2011 Mississippi River Flooding; and
- The LA BEOC has been recognized by FEMA as a best practice model for public-private partnerships.

CSIS-LSU Series on Disaster Management and Emergency Response

LSU's Stephenson Disaster Management Institute, together with the Center for Strategic and International Studies (CSIS), launched a new speaker series focused on disaster management and emergency response on November 16, 2010. The CSIS is a bipartisan, nonprofit organization founded in 1962 and headquartered in Washington, D.C. It seeks to advance global security and prosperity by providing strategic insights and policy solutions to decision-makers.

The CSIS-LSU Series on Disaster Management and Emergency Response provides a forum for government officials, experts, academics and non-governmental organizations dealing with disaster management and emergency response to discuss critical issues facing the United States' ability to address disaster and

emergency situations domestically and internationally. This speaker series is made possible by the LSU Stephenson Disaster Management Institute and the Irene W. and C.B. Pennington Foundation.

Significant Accomplishments:

- The series has now produced seven (7) events which are open to the public, broadcast live via streaming video, and are also packaged and loaded to iTunes University. These events were:
 - November 2010: A Strategic Review of the Gulf Oil Spill with Admiral Thad Allen, U.S. Coast Guard;
 - January 2011: International Cooperation in Disaster Relief;
 - February 2011: FEMA's Role in Disaster Response with Administrator Craig Fugate;
 - March 2011: Toward Disaster Recovery: The Fiscal, Economic, and Social Challenges for Japan in the Aftermath of the Tohoku Earthquake;
 - May 2011: Economics of Disaster Prevention: Measuring the Costs and Benefits of Disaster Risk Reduction;
 - May 2011: Preparing for the Unthinkable: Joint Crisis Leadership in the Event of Energy Systems Breakdown; and
 - November 2011: The Role of Philanthropy in Disaster Preparedness, Relief, and Recovery

CSIS Japan Task Force

Col. Joseph Booth, Executive Director of the LSU Stephenson Disaster Management Institute, was asked to join the new CSIS task force addressing U.S. - Japan cooperation in the aftermath of Japan's Great Tohoku Earthquake and Tsunami. This initiative titled "Partnership for Recovery and a Stronger Future: Task Force on U.S.-Japan Cooperation after 3/11" was in collaboration with the Japan Business Federation (Keidanren). The Partnership for Recovery and a Stronger Future assembled senior experts from business and civil society to remap a path towards recovery from Japan's March 11 earthquake, tsunami, and nuclear disasters and craft an agenda for U.S. - Japan cooperation to that end. The Partnership for Recovery and a Stronger Future will work in concert with Keidanren to produce a blueprint for joint action.

Chaired by James McNerney, Chairman, President and Chief Executive Officer, The Boeing Company, the Partnership for Recovery and a Stronger Future focused on areas where the United States and Japan could continue work together to help with recovery, reconstruction, and building a better future for Japan. This included disaster relief and prevention; macroeconomics and financing reconstruction; energy; civil society; health; and alliance coordination.

Significant Accomplishments:

- The task force traveled to Japan in June 2011 and met with senior government, military, humanitarian relief, and private sector representatives to discuss the effects of the March 11, 2011 earthquake and tsunami.
- A report of constructive recommendations was released in November 2011. The report reflects working group deliberations and outlines Japan's requirements and opportunities for bilateral cooperation in each of these areas.

Shell Offshore Oil Spill Scenarios

The Deepwater Horizon disaster made it incumbent on the offshore oil and gas community to evaluate the risks in all phases of offshore development and prepare reliable, fast response mechanisms to minimize the environmental, economic, and human health damage caused by such spill events. Shell has contracted with LSU Petroleum Engineering Department to conduct a research analysis of probable as well as potential events that could lead to an accidental release of hydrocarbons into the deepwater environments. SDMI will provide a set of community action strategies that leverage and incorporate the principles of business preparedness, mitigation and continuity to decrease the economic impact of a spill event. SDMI will use current staff, LSU researchers, the experience and connectivity of the LA BEOC and the CBP, and subject matter experts to identify effective management strategies to avoid the confusion caused by a lack of an action strategy for affected communities following a large offshore oil spill.

Deliverables:

1. Social and community impacts of various scenarios;
2. Business and economic impact of an accidental release;
3. The timing, structure and content of Shell's response to various scenarios; and
4. Recommendations to minimize health risks, economic impact and social consequences of potential disasters.

Major Peer Organizations Membership

SDMI as an organization and its members individually are influential members of important peer organizations representing disaster management disciplines. These include the InterAgency Board, where SDMI has a membership position and sits on the Information Management and Communications committee; and the International Association of Chiefs of Police, where SDMI has a membership position and sits on their Communications and Technology committee.

National Evacuation Conference

The National Evacuation Conference (NEC) is a biennial event co-hosted by the Stephenson Disaster Management Institute and the Gulf Coast Research Center for Evacuation and Transportation Resiliency both at Louisiana State University and the University of New Orleans. The purpose of the conference is to foster an interdisciplinary exchange of ideas surrounding a broad range of evacuation issues, particularly mass evacuations prompted by disasters. It offers a venue for dialogue between the academic and practitioner, as well as between the private and public sectors. Additionally, the NEC has an international draw of attendees.

2010 National Evacuation Conference statistics:

- Over 300 attendees, 15 sponsors, and 16 keynote speakers;
- 106 distinguished speakers, presenters and panelists participated in the conference;
- Audience included participants from the academic, private, federal, state, and local government positions;
- 25 breakout sessions, 6 plenary sessions, and 6 tracks; and
- Over 80 papers were submitted for consideration for publication and presentation

2012 National Evacuation Conference statistics:

- Over 230 attendees, 10 sponsors, and 7 keynote speakers;
- 110 presenters, 40 breakout sessions, and 6 tracks;
- Audience included participants from the academic, private, federal, state, and local government positions;
- Roughly 10 countries were represented at the conference; and
- Over 100 papers were submitted for consideration for publication and presentation.

Significant accomplishments:

- Two special issue journals were published from the 2010 event:
 - *“Journal of Transportation Safety & Security”*; and
 - *“Risk, Hazards, and Crisis in Public Policy”*.
- Two special issue journals will be published from the 2012 event between 2012 and 2013:
 - *“American Society of Civil Engineers’ Natural Hazards Review”*.
 - *“International Journal of Mass Emergencies and Disasters”*

Part III – Faculty, Facilities and Equipment, and Administration

After SDMI hired faculty, a decision was made to redistribute SDMI faculty to the direct supervision of academic units while SDMI retained responsibility for their salaries for a period of time. As of the writing of this report, only one faculty member remains on the SDMI payroll. However, most of the faculty hired remains as Research Affiliates of SDMI. The amount of research conducted by and sponsored by SDMI continues to increase through its Research Affiliates and contracted faculty. In fact, SDMI will in the coming days add additional persons to its Research Affiliates.

Staff changes have also occurred. The current Executive Director (Joseph Booth) succeeded a series of permanent and interim Executive Directors. Booth was recruited to take the position and was appointed May 1, 2010. There have been reorganization changes which include the elimination of the Director of Development position. Development duties have been incorporated into a new Associate Director of Support which was recently created and as of the writing of this report is being advertised. The Associate Director of Grants and Contracts resigned to pursue another job opportunity. Those duties were reorganized into the aforementioned Associate Director of Support position. The External Relations Manager gave notice that she was moving out of state and a replacement has been hired.

The administrative structure is essentially the same as before, with two Associate Director positions answering up through the Executive Director. The Associate Directors will supervise remaining staff. Additional changes include the creation of a Training and Education position to handle the increasing training and education demands. This position will be responsible for directly supervising and delivering our training and education program, which includes Command College training, other possible certification courses, international training, utilizing the LA BEOC as a training forum, and other conference, workshop, and forum demands. Another position has been created to manage the business preparedness work, which is more fully explained in Part II, see the discussion on Center for Business Preparedness. This position will oversee those efforts and lead the development of business preparedness and resiliency research, and related matters. It is intended that both the training and education position, and the business preparedness position, will collaborate to more fully develop and deliver training that incorporates business principles into the doctrine and policy of disaster management.

The LA BEOC facility was officially opened with a notable ceremony on June 2, 2010. This is a significant facility in a number of respects. First, it is believed to be the only separate facility dedicated solely for the use of coordinating private sector disaster response in the United States, and possibly anywhere else. Secondly, it is a permanent facility which serves as a training and education forum and has substantial information management capability built in. Thirdly, it represents a whole new collaboration opportunity for LSU with the private sector. Much of the equipment and technologies were donated by the private sector. This facility represents the LSU commitment to public service and thought leadership. It also provides a real time venue for research before, during, and after a disaster. As we experienced in the Macondo oil spill and later during the 2011 Mississippi River flooding, it represents a way for the disaster management community to more directly access the academic and research capabilities of Louisiana's flagship university and affiliated campuses. In fact, during the Mississippi River flooding, Governor Jindal used the LA BEOC for a meeting of his Unified Command Group to discuss the states response to the flooding.

As noted above in Part II, the SDMI Disaster Lab is scheduled for opening in the coming weeks. This is also a permanent facility and includes the LA BEOC as part of its function. The Disaster Lab is another unique facility and serves as an example of the thought leadership and innovative practice models developed by SDMI. This adds another opportunity for SDMI and LSU to work with private sector counterparts in researching better practice models, developing technologies, and providing the training and education to achieve the mission and goals of SDMI. In fact, the work on remodeling LSU facilities was paid for by a generous grant from Entergy Louisiana.

The most recent and most significant change has been to relocate SDMI within the LSU organization. As originally created, SDMI answered up through the Dean of the E. J. Ourso College of Business. In 2011 a decision was made to move SDMI into a chain of command that more accurately reflected its practitioner focus and applied research orientation. Accordingly, Chancellor Michael Martin approved the relocation of SDMI into the National Center for Security Research and Training, which changed its name to the Stephenson National Center for Security Research and Training (SNCSRT). The SNCSRT is led by Executive Director James Fernandez and reports directly to the Vice Chancellor of Research and Economic Development. This change facilitates the SDMI mission providing a large and capable training development and delivery mechanism to draw support from in achieving its mission and goals. This has already led to additional opportunities for SDMI to work on training and research projects with other universities and federal agencies. Additional revenue streams are developing as well. The relocation of SDMI and the reorganization of SDMI staff have served to align SDMI resources with its objectives and demands.



Academic Affairs Consent Agenda

REQUEST AUTHORIZATION FOR INTERIM PRESIDENT TO APPROVE ENDOWED PROFESSORSHIP PROPOSALS RECEIVED BY JULY 2, 2012

To: Members of the Board of Supervisors

Date: June 8, 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

In March, 2012, the Board of Regents approved a moratorium on new applications to the Endowed Professorships program. By July 2, 2012, each affected campus must submit a complete list of all eligible unmatched professorship applications for which a match is requested under the current non-competitive program, including verification that the campus has received and deposited the minimum required level of program-eligible non-State matching funds. In order to submit to the Board of Regents before the moratorium goes into effect all eligible proposals for endowed professorships which arrive between the June 8, 2012 meeting of the LSU Board of Supervisors and the July 2, 2012 deadline, the System Office of Academic Affairs recommends approval of the following resolution by the LSU Board of Supervisors.

RECOMMENDATION

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the Interim President of the Louisiana State University System, Dr. William L. Jenkins, to approve, execute required documents, and submit to the Board of Regents all eligible proposals for Endowed Professorships received by July 2, 2012.



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE COPYRIGHT LICENSE BETWEEN LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER IN NEW ORLEANS AND CAREFX CORPORATION

To: Members of the Board of Supervisors

Date: June 8, 2012

Re: Exclusive Software License Agreement between Carefx Corporation and the LSU Health Sciences Center in New Orleans

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

Carefx, a Delaware corporation, desires an exclusive license to certain software created at the LSU Health Sciences Center in New Orleans. The software, known as CLIQ, is a clinical data depository for electronic medical information. Carefx will further develop the program for commercial distribution.

The license includes running royalties and annual fees. The license utilizes an approved LSU template and it includes indemnification and insurance.

3. Review of Business Plan

No business plan was provided.

4. Review of Related Documents

Complete license is on file in the Office of Academic Affairs.

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:

RESOLUTION

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Interim President William L. Jenkins, or his designee, to execute all documents necessary to perfect an exclusive license agreement with Carefx Corporation granting to Carefx Corporation a license to the subject technology, the license agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

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 A LEASE
FOR THE PRIMARY CARE CLINIC BUILDING
AT LSU HCSD - UNIVERSITY MEDICAL CENTER**

To: Members of the Board of Supervisors

Date: June 8, 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 ways, servitudes, or other immovable property owned or controlled by LSU....

1. Summary of the Matter

In 1994, a Cooperative Endeavor was written between the University of Louisiana – Lafayette (ULL) and University Medical Center (UMC) giving UMC exclusive use of a parking lot located next to UMC's property. In 1999, this Cooperative Endeavor was terminated and a new one was created (CFMS #554881) which also included a section of a 15,000 sq. ft. building that was built in the center of the parking lot. At that time, UMC was to have exclusive use of 12,000 sq. ft. of the building, to be used as UMC's Family Medicine Clinic, in exchange for providing radiology services to ULL's Athletic Department.

ULL was to retain use of the other 3,000 sq. ft. for their Nurse Practitioner Program. ULL's portion of the building was never utilized; therefore, in 2001, UMC leased it for \$1,000/month (Lease #19-0129). This section of the building was used for UMC's Pediatric Clinic. Effective March 4, 2012, UMC will be closing the Pediatric Clinic and combining it with its Family Medicine Clinic.

Since the Cooperative Endeavor Agreement and Lease are both expired, UMC is requesting a new lease which would include both sections of this building. The new lease is for a total of 15,000 square ft. at a rate of \$1,000/month plus a provision for radiology services for ULL's Athletic Department.

This lease will also include parking for staff, patients and visitors. ULL is requesting that the new lease be issued for a 2 year period beginning as soon as possible.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

Funding will be from UMC's operating budget.

4. Description of Competitive Process

Lease will be with another state agency.

5. Review of Legal Documents

LSU Lease and Cooperative Endeavor are attached.

6. Parties of Interest

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

7. Related Transactions

Not applicable

COPY

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

**THE UNIVERSITY OF LOUISIANA-LAFAYETTE
AND**

STATE OF LOUISIANA

PARISH OF LOUISIANA

**THE BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE,
THROUGH LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER,
UNIVERSITY MEDICAL CENTER**

THIS COOPERATIVE ENDEAVOR, made and entered into this _____ day of _____, 1999 by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, through LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER, UNIVERSITY MEDICAL CENTER (hereinafter called "UMC"), a political subdivision of the State of Louisiana, officially domiciled in East Baton Rouge Parish, Louisiana, and the UNIVERSITY OF LOUISIANA-LAFAYETTE (hereinafter called "UL Lafayette") an institution of higher education of the State of Louisiana, officially domiciled in Lafayette Parish, Louisiana.

WITNESSETH:

WHEREAS, Article VII, Section 14© of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other...; "and

WHEREAS, LSUHSC and UL Lafayette desire to cooperate with each other in the implementation of the Project as hereinafter provided; and,

WHEREAS, UL Lafayette is the owner of a building on the UL campus in Lafayette, Louisiana, known as the "Lafayette Primary Care Facility," having approximately 15,000 square feet of covered area, which building has been constructed for the joint use of UL Lafayette and UMC, who now desire to enter into an agreement for the cooperative use and occupancy of said building and its parking facilities, for the purposes stated herein,

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

USE AND OCCUPANCY OF PREMISES:

1. UMC shall have the exclusive use and occupancy of approximately 12,000 square feet of the Building, consisting of Rooms 1 through 14, Rooms 16 through 72, and Room 106, as shown on the floor plan attached hereto as Exhibit "A". UMC shall use said space, in cooperation with the Louisiana State University Health Sciences Center, for the operation of a Family Practice Residency Program.
2. UL Lafayette shall have the exclusive use and occupancy of approximately 3,000 square feet of the Building, consisting of Rooms 77 through 101, as shown on the attached Exhibit "A". UL Lafayette shall use said space for operation of its Nurse Practitioner Program, or for such other use as may be consistent with the purposes for which the Building was designed and constructed.
3. UL Lafayette and UMC shall have shared use of, and access to, Rooms 15, 73, 74, 75, 76, and 102, as shown on the attached Exhibit "A", which rooms shall be considered common rooms.
4. UL Lafayette and UMC shall have shared use of the Parking Lot as shown in the Site Plan attached hereto as Exhibit "B". Parking shall be on a "first-come, first-served" basis, unless any reserved spaces are designated by mutual agreement of the parties. In the event it becomes necessary to allocate parking spaces as between the parties, each party shall be entitled to the use of available parking spaces in proportion to its use of the Building, with UL Lafayette having the use of one-fifth (1/5) of the parking spaces and UMC having the use of four-fifths (4/5).
5. By previous "Cooperative Endeavor Agreement" between USL (now UL Lafayette) and UMC, approved by the Commissioner of Administration on February 22, 1994, UMC was given the exclusive use of a certain parking area, a portion of which has now been used for the construction of the Lafayette Family Care Facility described herein. UMC shall have the exclusive use and occupancy, as a parking lot, of the remaining portion of said parking area, which area is shown as "Lot B", on the attached Exhibit "C". This agreement supersedes and replaces the previous "Cooperative Endeavor Agreement, approved February 22, 1994, which is herewith terminated.

Obligations of the University of Louisiana-Lafayette

1. UL Lafayette, shall perform all necessary major repairs and replacements on the Building, at its expense, including the roof, heating and air-conditioning systems, exterior walls and windows, plumbing and electrical systems.
2. UL Lafayette, shall install and maintain any devices and equipment, and shall make any building modifications, which may be necessary to bring said building into compliance with all NFPA codes, State fire, safety, and handicapped access codes.
3. UL Lafayette, shall perform all necessary maintenance and repairs to the parking areas constructed as part of the Lafayette Primary Care Facility.
4. UL Lafayette shall obtain and maintain, by self-insurance or otherwise, necessary premises liability insurance coverage for the use of the entire Building, and shall notify the Office of Risk Management, in accordance with law.

Obligations of University Medical Center

1. UMC shall allow UL Lafayette to connect water and sprinkler systems of the Lafayette Primary Care Facility to University Medical Center's system, which reduces the cost of construction.
2. UMC shall provide routine maintenance for the Building, including painting of walls and ceilings, replacement of electrical bulbs and fluorescent tubes and ballasts.
3. UMC shall provide all necessary janitorial and housekeeping services for the entire Building, at its expense.
4. UMC shall provide all lawn and grounds maintenance, at its expense.
5. UMC shall install, maintain, and pay all telephone bills for a telephone system or systems for the entire Building; except that, UL Lafayette shall be responsible for obtaining and paying the expenses of LINC services for the space occupied by UL Lafayette for the Nurse Practitioner Program.
6. UMC shall pay all utility bills for the Building, including electrical, gas, water, sewerage, and trash pick-up services.
7. UMC will provide radiology (x-ray) services to the Athletic Department of UL Lafayette, for the treatment of student-athletes who are injured in athletic competition or training.

Assignment

Neither UL Lafayette nor UMC shall assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Terms of Contract

This agreement shall begin upon the date first above written and shall endure for a period of five years and may be renewed by mutual consent of both parties.

Termination

This agreement may be terminated by mutual consent of the parties, with approval, if necessary, of the Division of Administration.

Fiscal Funding Clause

The continuation of this agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, then the agreement shall terminate on the last day of the fiscal year for which funds have been appropriated. Such termination shall be without penalty.

Discrimination Clause

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, the Age Act of 1972 Readjustment Assistance Act of 1974, and they further agree to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties agree not to discriminate in their respective employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with Executive Order EWE 92-7 because of an individual's sexual orientation.

Successors

This agreement shall be binding upon, and shall insure to the benefit of, the successors of the respective parties hereto including, specifically, but not exclusively, the Louisiana State University Health Sciences Center - Health Care Services Division, as successor to the Louisiana Health Care Authority.

Approval of the Division of Administration

This agreement is subject to the approval of the Office of the Governor, Division of Administration, which approval shall be given in writing and affixed to the original(s) of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates shown below:

WITNESS SIGNATURES:

Marylyn S. Muffletto
Sylvia Hanson

UNIVERSITY MEDICAL CENTER

By: Lawrence Dorsey 1-12-2000
Lawrence Dorsey, Hospital Administrator Date

STATE OF LOUISIANA
LOUISIANA STATE UNIVERSITY
Health Sciences Center - HCSD

James L. Brexler, M.P.A. Date
Executive Director and Chief Executive Officer
Health Care Services Division

Mervin L. Trail, M.D. Date
Chancellor, LSU Health Sciences Center

William L. Jenkins, Ph.D. Date
President, Louisiana State University

Sherry S. Young
L. Julie LeMay

UNIVERSITY OF LOUISIANA-LAFAYETTE
Tax I.D. No.: 72-6000820

By: Ray Authement 12/14/99
Ray Authement, Ph.D. Date
President, University of Louisiana-Lafayette

COPY

19-0129

OPTION RENEWAL TO THE ORIGINAL LEASE

STATE OF LOUISIANA

PARISH OF LAFAYETTE

We are exercising our right of option to renew the lease agreement made and entered into on the 20th day of September, 2001 by and between you and the State of Louisiana, Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU System, LSU Health Sciences Center, Health Care Services Division, University Medical Center, Primary Care Clinic, 2390 West Congress, Lafayette, Louisiana.

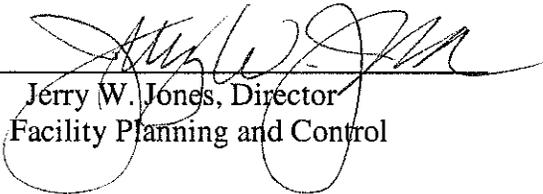
The present lease will be extended for a period of Five (5) years, beginning January 23, 2007, and ending January 22, 2012, with all other provisions and conditions of the present lease to remain in full force and effect. The option clause is contained in paragraph Three (3) of the present lease.

APPROVED:

This 25th day of September, 2006.

Office of the Governor
DIVISION OF ADMINISTRATION

BY:


Jerry W. Jones, Director
Facility Planning and Control



Health Sciences Center
HEALTH CARE SERVICES DIVISION

School of Medicine in New Orleans
School of Medicine in Shreveport
School of Dentistry
School of Nursing
School of Allied Health Professions
School of Graduate Studies
Health Care Services Division

November 13, 2001

Ms. Josie Mariano
University Medical Center
2390 West Congress
Lafayette, LA 70506

Dear Josie:

Enclosed find an approved copy of the option to renew on Lease #19-0129 for LSUHSC University Medical Center.

Your cooperation in this process is appreciated. If further assistance is needed, please do not hesitate to contact me.

VP/gj 

Enclosure



M. J. "MIKE" FOSTER, JR.
GOVERNOR

State of Louisiana
DIVISION OF ADMINISTRATION

FACILITY PLANNING AND CONTROL

November 9, 2001

MARK C. DRENNEN
COMMISSIONER OF ADMINISTRATION

Mr. Wayne Theriot
Assistant Vice President for Business Services
University of Louisiana at Lafayette
104 University Circle
Lafayette, LA 70504

RE: Lease - Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
LSU Health Sciences Center, Health Care Services Division
Pediatric Clinic
2390 West Congress
Lafayette, Louisiana
Lease Number 19-0129

Dear Mr. Theriot:

Enclosed is one (1) copy of the above-referenced lease, which has been duly executed by both parties and approved by the Division of Administration.

As indicated in Paragraph 9 of the lease agreement, you must provide this office with written evidence of compliance with all requirements of the State Fire Marshal's Office prior to occupancy of the lease space.

We have forwarded two (2) copies of the lease and extract to the Lessee. Facility Planning and Control will retain one (1) copy for our files.

Sincerely,

Sharon A. Reed
Real Estate Leasing Administrator

Angela Schneider
State Purchasing Officer
Real Estate Leasing Section

Enclosure

c: Mr. Patrick M. Gibbs, w/encl.
Ms. Gaynell Young, w/encl.

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Please print or type	Name (See Specific Instructions on page 2.) UNIVERSITY OF LOUISIANA AT LAFAYETTE	
	Business name, if different from above. (See Specific Instructions on page 2.) UL LAFAYETTE	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ STATE AGENCY	
	Address (number, street, and apt. or suite no.) P. O. BOX 40400	Requester's name and address (optional)
City, state, and ZIP code LAFAYETTE, LA 70504		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
7	2	6	0	0	0	8	2	0

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶ <i>Wayne Hensel</i>	Date ▶ 10.4.2001
------------------	--	-------------------------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

LEASE

COPY

STATE OF LOUISIANA

PARISH OF LAFAYETTE

The following contract of lease is made and entered into this 20TH day of September 19, 2001, by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, UNIVERSITY OF LOUISIANA AT LAFAYETTE, herein represented by DR. RAY AUTHEMENT, PRESIDENT, hereinafter referred to as "Lessor", and the State of Louisiana, BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, herein represented by the undersigned, hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter expressed, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of FIVE (5) years, commencing NOVEMBER 1, 2001, and ending OCTOBER 31, 2006, the following described property:

"2708 square feet of usable space located at 2390 WEST CONGRESS, LAFAYETTE, Louisiana, to be used by LSU SYSTEM, LSU HEALTH SCIENCES CENTER, HEALTH CARE SERVICES DIVISION, UNIVERSITY MEDICAL CENTER, as a PEDIATRIC CLINIC, at the rate of \$4.4313 per square foot per annum."

2.

The consideration of this lease is the payment by Lessee to Lessor of the sum of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS in SIXTY (60) equal installments of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS each, the first installment being due and payable on the 1ST day of NOVEMBER, 2001, and the remaining installments being due and payable, respectively on the 1ST day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment for a period of thirty (30) days after Lessee actually occupies the leased premises. In any event rent is earned from the date of actual occupancy.

3.

Lessor grants to the Lessee the option to extend this lease from the end of its term for an additional period of FIVE (5) years, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to the expiration date of this lease. The rental rate per square foot shall also be the same as specified in the primary lease, unless the United States Government Consumer Price Index reflects an increase in excess of 15% during the term of the primary lease. In that event, the rental payments shall increase the same

percentage as the Consumer Price Index, but in no event shall the rental payments increase in excess of 20% of the primary rental payment.

Any increase in rental due to increases in the United States Government Consumer Price Index is contingent upon approval by the Division of Administration and legislative funding. In the event said increase is not approved by the Division of Administration and/or the Louisiana Legislature does not provide funds for the increase in rental, said increase will not go into effect, in which event Lessor shall have the right to terminate said lease upon six (6) months written notice to the Lessee.

4.

The parties hereto agree that Lessor is to provide Lessee with THIRTY (30) days prior written notice that the leased premises are in compliance with all requirements and/or specifications and are ready for occupancy. Upon receipt of said written notice, Lessee has the right to verify compliance by site visit and to provide Lessor with written notice of all deficient items. However, in no event shall Lessee accept occupancy prior to the Commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval of Division of Administration. Furthermore, under no circumstances shall Lessee occupy the leased premises until the documentation provided for elsewhere herein is furnished as required.

5.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

6.

All monthly payments of rent as herein fixed shall be paid by Lessee to: UNIVERSITY OF LOUISIANA AT LAFAYETTE, 104 UNIVERSITY CIRCLE, LAFAYETTE, LA 70504, until notified in writing differently by Lessor.

7.

LESSOR agrees that the building, grounds, and facilities herein leased shall comply with the requirements of R.S.40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED. Specifically R.S.40:1731-1744,

8.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal.

9.

Prior to occupancy, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

10.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

11.

Lessor further agrees to do painting and wall covering of the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals.

12.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may, with approval of the Division of Administration, quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and

with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

13.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

14.

All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by the Lessee.

Communications cable/wire shall be provided in the lease space by the Lessor. The cable/wire shall conform to a wire plan as specified in the Guideline Requirements, Specifications, and Wiring Diagrams and made a part hereof.

All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by the Lessee. The Lessor shall provide space and environment for this equipment according to the Guideline Requirements, Specifications, and Wiring Diagrams and made a part hereof. The Lessor's cable/wire shall terminate in the same space as the Lessee's equipment and will be placed according to said Guideline requirements, Specifications, and Wiring Diagrams.

The Lessor shall have the local telephone company provide a service entrance cable into the lease space. The telephone company's service cable shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of lease space to be occupied. The Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable according to the telephone company's requirements and the Guideline Specifications, Specifications, and Wiring Diagrams.

The Lessee will order and pay for, through the Office of Telecommunications Management, dial tone and data services from the telephone company. The Lessor shall provide interconnection between the telephone company's RJ21X demarc and the Lessor's wiring connection demarc.

If the lease space has elevators, the Lessor shall provide each elevator that will be used by Lessee personnel with an emergency telephone as required by building codes. All associated cable/wire shall be as specified in the Guideline Specifications, Specifications, and Wiring Diagrams. Charges for this line(s) (elevator dial tone service) shall be borne by the Lessor.

15.

LESSEE shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal.

16.

Complete janitorial services, including restroom and custodial supplies shall be provided by the LESSEE.

17.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

18.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

19.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate.

If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

20.

Lessor agrees to carry Fire and Extended Coverage Insurance on the building structure equal to 80% of its value. Lessee agrees to carry commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the lessee.

Lessor further agrees to waive any rights or claims, other than for intentional acts, against the Lessee, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

21.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and

willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.

22.

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

23.

In the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days notice.

24.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

25.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

Wayne Theriot, Assistant Vice President
for Business Services
UNIVERSITY OF LA at LAFAYETTE
104 UNIVERSITY CIRCLE
LAFAYETTE, LA 70504
337-482-6256

Division of Administration
Facility Planning and Control
Real Estate Leasing Section
P. O. Box 94095, Capitol Station
Baton Rouge, Louisiana 70804-9095

26.

The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with La. R.S. 39:1641(A).

27.

When requested by the State, Lessor shall execute a Subordination of Lessor's Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.

IN WITNESS WHEREOF, the parties hereto have signed their names on the _____ day of _____, 2001, in the presence of the undersigned competent witnesses:

WITNESSES:

LESSOR: BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

L. Julie Leday
Sherry A. Young

BY: Ray Authement
Dr. Ray Authement, President
UNIVERSITY OF LOUISIANA at LAFAYETTE

Janice M. Williams

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

Allison Dalg

BY: Patrick M. Gibbs
PATRICK M. GIBBS, VICE PRESIDENT FOR PROPERTY, FACILITIES AND ADMINISTRATION

APPROVED:

This 9th day of November, 2001.

Office of the Governor

DIVISION OF ADMINISTRATION

BY: Roger Magendie
Roger Magendie, Director
Facility Planning and Control

**RL-2(B) Form
REQUEST FOR BID PROPOSAL
06/2003**

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PROPERTY & FACILITIES

REQUEST FOR APPROVAL TO LEASE SPACE

REQUEST FOR BID PROPOSAL (for 5,000 sq. ft. of usable area and above)

"Office space" shall be defined as space required by the agency for use as offices, work stations, reception areas, conference rooms, storage, break areas, etc.

"Internal circulation" shall be any space used for circulation within the area designated for and used only by the agency such as hallways, pathways around desks or work stations, etc., leading to offices and other spaces to be used only by that agency (See illustrations attached).

"Usable space" is defined as follows: Usable space is the floor area occupied by the Lessee excluding exterior walls, equipment rooms (mechanical, electrical, telephone, and other building system rooms), dedicated corridors, lobbies, entrances, rest rooms, common space, stairwells, and elevators. The area is measured from the interior face of the exterior wall to the interior face of the wall defining the usable space. Usable space includes internal circulation (See illustrations attached).

"Occupancy date" shall be defined as the actual date the Lessee accepts possession and occupancy of the leased premises in accordance with specifications. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements set out in the Solicitation have been satisfied.

MAIL TO:

Division of Administration
Facility Planning and Control
Real Estate Leasing Section
Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

FUNCTIONS TO BE PERFORMED OR SERVICES TO BE PROVIDED AT THIS LEASED LOCATION:

To house University Medical Center's Family Medicine / Pediatric Clinic

1. **FROM:** LSU - HCSD
(Department Name)
University Medical Center
(Division and/or Unit Name)
315001
(FACS Agency Number)

2. Name, title, address and telephone number of person authorized to enter into and sign leases for the agency. (If other than Department Secretary, delegation from the Secretary must be on file with Facility Planning and Control.)

Lawrence Dorsey, Hospital Administrator
(Name and Title)
2390 W. Congress St.
(Address)
Lafayette, LA 70506
(City/State/Zip Code) (337)261-6001
(Telephone #)

3. Current address of office which will occupy the new space:

Same.
(Address)

(City/State/Zip Code) (Telephone #)

#19-0129 and CFMS #554881
Current Lease Number,
If Applicable

1/2012 and 2/1999 (Coop. Endeavor)
Expiration Date of Current
Lease, If Applicable

RL2-B FORM
PAGE 2

4. Name and address of current Lessor, if applicable:

University of Louisiana at Lafayette
(Name)
P.O. Box 40400
(Address)
Lafayette, LA 70504
(City/State/Zip Code)

5. If request is to vacate state owned space, please indicate the amount of square feet currently being occupied. _____ sq. ft.

Reason present state-owned space is not satisfactory:

If vacating state-owned space to allow others to expand, what is the intended usage of space being vacated? Provide as much information as is available as to who will be occupying vacated space.

What is possibility of occupying other or additional state-owned space within same area/building? Provide information regarding contacts made and results of those contacts.

6. Occupancy date required for leased space _____ Currently occupying space

7. Budgeted monies for rental of requested space \$ 12,000.00 /per year.

_____% FEDERAL FUNDS _____% STATE FUNDS 100 % SELF-GENERATED FUNDS

8. **LEASE TERMS:**

A. The standard state lease is for a primary term of five (5) years with an option to extend for five (5) additional years. If these terms are satisfactory, leave the spaces below blank. If terms other than these are required, please indicate below and explain the need for the terms requested.

Primary Term: 2 Years Option Term: _____ Years

B. The standard state lease requires the lessor to be responsible for utilities and janitorial services. If these terms are satisfactory, leave the spaces below blank. If terms other than these are required, please indicate below and explain the need for the terms requested.

Utilities X No Janitorial X No

EXPLANATION: UMC will pay for utilities and janitorial services.

C. Total number of parking spaces required: Entire parking lot surrounding building

____ Employees _____ Clients/Visitors _____ State Vehicles

9. HOURS OF OPERATION:

Please complete the following section indicating the hours of operation for which the building must be heated and cooled. If conditions other than a standard eight-hour, five-day work week are required, please explain below.

Between the hours of 7:00 a.m. and 5:30 p.m., 5 days per week,

Monday through Friday.
(Day) (Day)

EXPLANATION: _____

10. REST ROOMS: 6 in building Number of Employees _____

Average number of clients/visitors per day, if applicable: _____
Lessor will be required to provide adequate rest rooms to meet code requirements based on the number of employees and clients.

COMMENTS: _____

11. COMMUNICATIONS REQUIREMENTS: Questions concerning telephone service or other communications items should be addressed to:

**OFFICE OF TELECOMMUNICATIONS
Customer Services - (225) 342-1000
Post Office Box 94280, Baton Rouge, Louisiana 70804-9280**

- A. Number of telephone outlet locations (fax, modem, etc.): _____
- B. Number of main answering station locations (Attendant Consoles): _____
- C. Number of line monitoring locations (LSI's): _____
- D. Number of lines monitored per LSI: _____
- E. Number of telephone company data circuit outlet locations (56K, T-1, etc.): _____
- F. Number of telephone company fire and/or security alarm circuits: _____
- G. Number of paging microphone locations: _____
- H. Number of paging loudspeaker locations: _____
- I. Number of data terminal outlet locations (PC, Wyse, Printer, etc.): _____
- J. Number of special data device outlet locations (Blumberg, RS-232, etc.): _____
- K. Number of radio operator locations: _____
- L. Number of TV outlet locations (CATV, CCTV, etc.): _____

PLEASE COMPLETE THE ABOVE INFORMATION PRIOR TO CONTACTING OTM FOR GUIDANCE AND ASSISTANCE IN SELECTING YOUR CABLE/WIRE SYSTEM OPTIONS LISTED BELOW.

ITEM 11 – COMMUNICATIONS REQUIREMENTS (CONTINUED):

THE CABLE/WIRE SYSTEM SHALL CONSIST OF ONE OF THE FOLLOWING OPTIONS:

OPTION A: A duplex voice/data outlet with two (2) RJ45 jacks in a common faceplate, as required by the Lessee at designated workstations, and two (2), four (4)-pair, 24 AWG copper, UTP (Unshielded Twisted Pair) cables.

The jacks shall be as specified by the ANSI/EIA/TIA-568B, mounted and connected by an installer certified with such components. The jacks shall come with light-colored, plastic faceplates labeled "VOICE" (top) and "DATA" (bottom).

One cable shall be connected to the voice jack and shall be Category 3 minimum as specified by the ANSI/EIA/TIA-568B. The second cable shall be connected to the data jack and shall be Category/Level 7 as specified by the ANSI/EIA/TIA-568B, placed and connected by an installer certified with such wiring.

The other end of the cables shall be connected to terminal blocks mounted on the telephone backboard in the communications equipment/wiring room. The voice cable pairs shall be terminated on 66M1-50 terminal blocks. The data cable pairs shall be terminated on 110 type patch panels on a relay rack as specified by the ANSI/EIT/TIA-568B Category 5E mounted and connected by an installer certified with such components. Connections, color codes, and pair/pin numbers shall be as indicated in the Guideline Requirements, Specifications, and Wiring Diagrams.

OPTION B: Simplex voice and simplex data outlets with one (1) RJ11 (or RJ45) jack and one (1) RJ45 jack in separate faceplates, as required by the Lessee at designated workstations, wired with one (1), four (4)-pair (minimum), 24 AWG copper, UTP cable for voice and one (1), four (4)-pair, 24 AWG copper, UTP cable for data.

The voice jacks shall be standard modular telephone jacks. The voice jack faceplates shall be labeled "VOICE." The data jacks shall be Category 5E as specified by the ANSI/EIA/TIA-568B, mounted and connected by an installer certified with such components. The data jacks shall come with light-colored, plastic faceplates labeled "DATA."

One cable shall be connected to the voice jack and shall be specified by the ANSI/EIA/TIA-568B at a minimum of Category 3 performance. The second cable shall be connected to the data jack and shall be Category 5E as specified by the ANSI/EIA/TIA-568B, placed and connected by an installer certified with such wiring.

The other end of the cables shall be connected to terminal blocks mounted on the telephone backboard in the communications equipment/wiring room. The voice cable pairs shall be terminated on 66 type terminal blocks. The data cable pairs shall be terminated on 110 type patch panels in a relay rack as specified by the ANSI/EIA/TIA-568B Category 5E, mounted and connected by an installer certified with such components. Connections, color codes, and pair/pin numbers shall be as indicated in the Guideline Requirements, Specifications, and Wiring Diagrams.

CABLE/WIRE SYSTEM OPTION(S) SELECTED: _____

13. SPACE REQUIREMENTS: List the type of rooms, square feet, and other information as indicated based on the space entitlements. Be as specific as possible in order to indicate the needs of your agency. Indicate any special features need in any of the areas listed. If you believe the requirement of a particular space exceeds the space entitlement, submit justification for this additional space.

PLEASE LIST ANY ADJACENCIES REQUIRED.

A. Total Amount of space requested 15,000 sq. ft.
(Total of B, C and D) (See attached floor plan)

B. COMMON FUNCTION AREA REQUIREMENTS: _____ Total sq. ft.

1. Kitchen _____ sq. ft.

Equipped with work counter _____ ft. long, with upper and lower cabinets, drawers, and a standard double kitchen sink with hot and cold running water, space for full-sized refrigerator, and two (2) 100 volt dedicated outlets for the refrigerator and microwave oven owned by the Lessee.

_____ rooms @ _____ sq. ft. = _____ sq. ft.

Adjacency requirements: _____

2. Reception/Waiting Area(s) _____ Total sq. ft.

a. Waiting Area(s)

_____ rooms @ _____ sq. ft. = _____ total sq. ft.

This room(s) will be located near _____

Average number of people to use this area per day _____

Average number of people to use this area at any one time _____

Adjacency requirements: _____

b. Reception Area(s)

_____ rooms @ _____ sq. ft. = _____ total sq. ft.

This room(s) will be located near _____

Average number of people to use this area per day _____

Average number of people to use this area at any one time _____

Adjacency requirements: _____

3. Conference Room(s) _____ Total sq. ft.

a. _____ rooms @ _____ sq. ft. = _____ total sq. ft.

This room(s) will be located near _____

Average number of people to use this area per day _____

Average number of people to use this area at any one time _____

How often will this room be used to its fullest capacity? _____

Adjacency requirements: _____

b. _____ rooms @ _____ sq. ft. = _____ total sq. ft.

This room(s) will be located near _____

Average number of people to use this area per day _____

Average number of people to use this area at any one time _____

How often will this room be used to its fullest capacity? _____

Adjacency requirements: _____

COMMON FUNCTION AREA REQUIREMENTS (CONTINUED):

4. **Storage Room(s)** _____ **Total sq. ft.**

List under Comments, **items** to be stored in this room(s) as well as **approximate dimensional sizes and quantities**. Also, list any special equipment to be stored or needed in this area(s).

a. ____ rooms @ _____ sq. ft. = ____ total sq. ft.
This room(s) will be located adjacent to _____
Comments: _____

b. ____ rooms @ _____ sq. ft. = ____ total sq. ft.
This room(s) will be located adjacent to _____
Comments: _____

c. ____ rooms @ _____ sq. ft. = ____ total sq. ft.
This room(s) will be located adjacent to _____
Comments: _____

d. ____ rooms @ _____ sq. ft. = ____ total sq. ft.
This room(s) will be located adjacent to _____
Comments: _____

5. **File Room(s)** _____ **Total sq. ft.**

List under COMMENTS the quantity and approximate sizes of file cabinets to be housed in this area(s). Also, list any special equipment/furniture to be used or needed in this area(s).

a. ____ rooms @ _____ sq. ft. = ____ total sq. ft.
This room(s) will be adjacent to _____
Comments: _____

b. ____ rooms @ _____ sq. ft. = ____ total sq. ft.
This room(s) will be adjacent to _____
Comments: _____

C. **ADMINISTRATIVE AREA REQUIREMENTS:** _____ **Total sq. ft.**

1. **DIVISION/SECTION/UNIT/GROUP NAME:** _____

a. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))
and are to be adjacent to _____

(Civil Service Title(s))

ADMINISTRATIVE AREA REQUIREMENTS (CONTINUED):

b. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

c. ____ offices @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

d. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

e. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

f. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

2. DIVISION/SECTION/UNIT/GROUP NAME _____

a. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

b. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

ADMINISTRATIVE AREA REQUIREMENTS (CONTINUED):

c. ____ offices @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

d. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

e. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

f. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

3. DIVISION/SECTION/UNIT/GROUP NAME: _____

a. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

b. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

c. ____ offices @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

ADMINISTRATIVE AREA REQUIREMENTS (CONTINUED):

d. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

e. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

f. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

4. DIVISION/SECTION/UNIT/GROUP NAME _____

a. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

b. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

c. ____ offices @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

d. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

ADMINISTRATIVE AREA REQUIREMENTS (CONTINUED):

e. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

f. ____ office(s) @ _____ sq. ft. = ____ total sq. ft.
This(these) office(s) will be utilized by _____

(Civil Service Title(s))

and are to be adjacent to _____

(Civil Service Title(s))

D. AREAS OF SPECIALIZED FUNCTIONS _____ Total sq. ft.

List any equipment which requires special surroundings, equipment, structural requirements, etc. (Include areas such as data processing, computer rooms, laboratories, drafting rooms, radio equipment rooms, antenna mounting requirements, etc. List any special features and/or structural requirements which the Lessor should provide in these areas). Specify in detail (i.e., special electrical outlets or requirements, separate grounding, additional air conditioning, etc.).

1. _____ room(s) @ _____ sq ft = _____ total sq ft
(Name of Room)
Must be adjacent to _____
and equipped with _____

2. _____ room(s) @ _____ sq ft = _____ total sq ft
(Name of Room)
Must be adjacent to _____
and equipped with _____

3. _____ room(s) @ _____ sq ft = _____ total sq ft
(Name of Room)
Must be adjacent to _____
and equipped with _____

4. _____ room(s) @ _____ sq ft = _____ total sq ft
(Name of Room)
Must be adjacent to _____
and equipped with _____

5. _____ room(s) @ _____ sq ft = _____ total sq ft
(Name of Room)
Must be adjacent to _____
and equipped with _____

6. _____ room(s) @ _____ sq ft = _____ total sq ft
(Name of Room)
Must be adjacent to _____
and equipped with _____

15. **GEOGRAPHICAL BOUNDARIES**

Give specific geographical area needed. Identify the geographic area requested with written description using street names and/or other physical boundaries which encompass the area. Attach a map marked with the boundaries. Use the City Limits or Parish Limits if there are no objectionable areas. Give justification for the specific area requested. **In requesting specific geographical areas, the agency must be prepared to document the need for establishing the specified limits.**

Building is located on University Medical Center's campus

16. **PRE-BID CONFERENCE**

A pre-bid conference may be held prior to the date of the bid opening if the user agency deems this is necessary. Please indicate below if you wish to hold a pre-bid conference.

_____ Yes X No

17. **This request must be signed by the two (2) people indicated below:**

SIGNED *Karen B. Gardiner*
Karen Gardiner, Chief Financial Officer

DATE 3/12/12

SIGNED *Lawrence Dorsey*
Lawrence Dorsey, Hospital Administrator

DATE 3-12-12

8. Conflicts of interests

None

ATTACHMENTS

- Letter from Lawrence Dorsey, UMC Hospital Administrator and Dr. Roxane A. Townsend, Interim Chief Executive officer
- Copy of Cooperative Endeavor Agreement (CFMS #554881)
- Copy of Lease #19-0129

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 William L. Jenkins, Interim President, LSU System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to execute a lease of approximately 15,000 square feet of space for the LSU HCSD - University Medical Center to house the Family Medicine Clinic and parking.

BE IT FURTHER RESOLVED that William L. Jenkins, Interim President of the LSU System, or his designee, be and he 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 lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors."

March 13, 2012

LSU Systems Office
Attn: Jim Howell
3810 West Lakeshore Dr.
Baton Rouge, LA 70808

RECEIVED

APR 11 2012

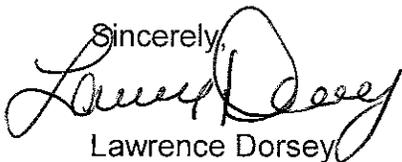
PROPERTY & FACILITIES

Re: Primary Care Clinic Building Lease

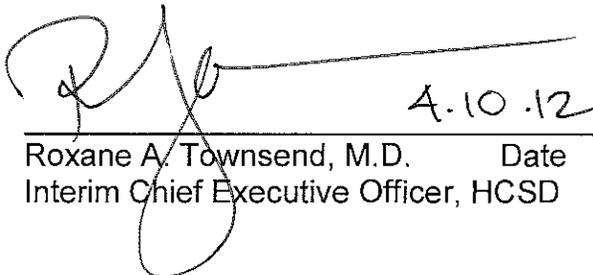
Dear Jim,

University Medical Center had a lease with the University of Louisiana - Lafayette for a portion of the Primary Care Clinic building that is located here at University Medical Center, and was used as the Pediatric Clinic. That lease expired in January of 2012. The lease number was #19-0129 and began in 2001. We would like to secure a new lease that would also include the Family Medicine Clinic area, which is in the same building, and we currently occupy, as well. The terms of the Family Medicine Clinic were issued as a Cooperative Endeavor Agreement on February 22, 1994. The combination of the two units would make the lease a total of 15,000 square feet (3,000 for Pediatric Clinic and 12,000 for Family Medicine Clinic). University Medical Center has now combined the Pediatric Clinic with the Family Medicine Clinic. With the exception of the termination date, the terms of the new lease will remain the same as the previous lease and Cooperative Endeavor Agreement. With your permission, we would like the termination date of the new lease to be to June 30, 2014.

Sincerely,



Lawrence Dorsey
UMC Hospital Administrator



4.10.12

Roxane A. Townsend, M.D. Date
Interim Chief Executive Officer, HCSD



**ASSIGNMENT OF OIL, GAS & MINERAL LEASE FROM
BLUE ENERGY, LTD TO
CORTEZ SOUTHERN RESOURCES, LLC. FOR
LAND IN EAST FELICIANA PARISH**

To: Members of the Board of Supervisors

Date: June 8, 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 ways, servitudes, or other immovable property owned or controlled by LSU....

1. Summary of the Matter

Louisiana State University AgCenter ("AgCenter") was approached by Blue Energy, LTD to approve assignment of State Agency Mineral Lease 20808 to Cortez Southern Resources, LLC. Blue Energy, LTD was the successful bidder at the state agency mineral lease sale held before the Office of Conservation with full intention at the time of lease to assign same to Cortez Southern Resources, LLC.

2. Review of Business Plan

None.

3. Fiscal Impact

Cortez Southern Resources, LLC issued the bonus check required by the lease at the time of lease. It is expected that if the assignment is approved, the assignee will be in the position to develop the mineral prospects under lease.

4. Description of Competitive Process

None.

5. Review of Legal Documents

The only anticipated legal document is an assignment of the lease.

6. Parties of Interest

- LSU AgCenter
- LSU AgCenter, Idlewild Research Station

7. Related Transactions

None

8. Conflicts of Interest

There are no known conflicts of interest.

ATTACHMENTS

- Letter from Chancellor William B. Richardson
- Consent to Conditions of Assignment executed by potential assignor and assignee
- Information concerning proposed assignee, Cortez Southern Resources, LLC

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 William L. Jenkins, Interim President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute a consent to assignment by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Blue Energy, LTD, as assignor, and Cortez Southern Resources, LLC, as assignee concerning the following described mineral lease:

A certain Oil, Gas and Mineral Lease dated December 14, 2011 containing 1,803.56 acres, more or less, situated in Sections 44, 46, 69, 70 and 71, Township 3 South, Range 2 East; and Sections 42, 68 and 72, Township 3 South, Range 3 East, East Feliciana Parish, Louisiana. Being the State Agency Lease No. 20808 recorded under File Number 212002 of the Conveyance Records of East Feliciana Parish, Louisiana."



OFFICE OF THE
PRESIDENT

MAY 08 2012

LSU SYSTEM

Office of Facilities Planning

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

May 3rd, 2012

Dr. William Jenkins, Interim President
LSU System
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

RECEIVED

MAY 08 2012

PROPERTY & FACILITIES

RE: **Significant Board Matter**
Sub-surface Mineral Lease Assignment – State Agency Lease 20808
Bob R. Jones Idlewild Research Station
East Feliciana Parish
Clinton, Louisiana

The LSU AgCenter has received a request to assign the above referenced mineral lease to Cortez Southern Resources, L.L.C. The attached Board Request and proposed resolution have been prepared by Taylor-Porter.

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 at the next 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

STATE OF LOUISIANA *
 * CONDITIONS OF ASSIGNMENT
PARISH OF EAST FELICIANA *

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter Lessor) has been requested to consent to and approve an assignment (conveyance) of an oil, gas, and mineral lease, by BLUE ENERGY, LTD. (hereinafter Assignor), which assignment conveys an undivided ONE HUNDRED percent (100%) interest in the following described oil, gas, and mineral lease:

A certain Oil, Gas and Mineral Lease dated December 14, 2011 containing 1,803.56 acres, more or less, situated in Sections 44, 46, 69, 70 and 71, Township 3 South, Range 2 East; and Sections 42, 68 and 72, Township 3 South, Range 3 East, East Feliciana Parish, Louisiana. Being the State Agency Lease No. 20808 recorded under File Number 212002 of the Conveyance Records of East Feliciana Parish, Louisiana.

Said interest to be assigned to CORTEZ SOUTHERN RESOURCES, LLC (hereinafter Assignee).

WHEREAS, Lessor requires certain conditions be included in the assignment, which conditions are not in the general assignment executed by the parties involved.

NOW, THEREFORE, the Assignor and Assignee do hereby and by these presents agree to the following conditions of assignment: (1) the Assignor is not relieved of its obligations or liabilities under the above described lease; and (2) any notice required or allowed by the Lessor to Assignor under said lease shall be considered notice to Assignor when such notice has been properly made to Assignee or its assigns.

IN WITNESS WHEREOF, this instrument is executed this 11th day of April, 2012.

WITNESSES:

Rachel G. Boudreaux
Rachel G. Boudreaux
Amy L. LeBlanc
Amy L. LeBlanc

D. Dale Thevenet
BLUE ENERGY, LTD herein represented
by its President, D. Dale Thevenet

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 11th day of April, 2012, before me, appeared D. DALE THEVENET, herein representing BLUE ENERGY, LTD., to me personally known, who, being by me duly sworn, did say, that he is the President of BLUE ENERGY, LTD. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said D. DALE THEVENET acknowledged said instrument to be the free act and deed of said corporation.

Stanford B. Gauthier, II
Notary Public.

STANFORD B. GAUTHIER, II
NOTARY PUBLIC
LOUISIANA BAR ROLL NUMBER: 5983
MY COMMISSION EXPIRES AT DEATH

WITNESSES:

[Signature]
Cliff Hortenstine

[Signature]
Melissa Bell

[Signature]
CORTEZ SOUTHERN RESOURCES, LLC
herein represented by its
Executive Vice President and Chief
Operating Officer, Michael F. Catrino

CORPORATION ACKNOWLEDGMENT

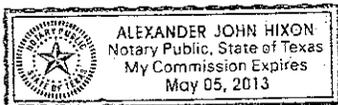
STATE OF TEXAS

COUNTY OF TARRANT ^{DALLAS}

ON THIS 16 day of April, 2012, before me,
appeared **MICHAEL F. CATRINO**, herein representing **CORTEZ SOUTHERN
RESOURCES, LLC**, to me personally known, who, being by me duly sworn, did
say, that he is the **Excutive Vice President and Chief Operating Officer of
CORTEZ SOUTHERN RESOURCES, LLC** and that said instrument was
signed in behalf of said corporation by authority of its Board of Directors and
said **MICHAEL F. CATRINO** acknowledged said instrument to be the free act
and deed of said corporation.

My Commission expires: 5-5-13

[Signature]
Notary Public.



Cortez Southern Resources, LLC
Balance Sheet
29-Feb-12

Current Assets:

Cash	\$ 718,169.48
Total Current Assets	<u>\$ 718,169.48</u>

Fixed Assets:

Leasehold Costs	\$ 10,829,220.93
G&G	\$ 239,639.96
Equipment	<u>\$ 9,949.00</u>
Total Fixed Assets	\$ 11,078,809.89

TOTAL ASSETS \$ 11,796,979.37

Liabilities:

Revenue Payables	<u>\$ -</u>
Total Liabilities	\$ -

Equity:

Members Equity	<u>\$ 11,796,979.37</u>
Total Equity	\$ 11,796,979.37

TOTAL LIABILITIES & EQUITY \$ 11,796,979.37

Leslie Daniel

From: Michael Catrino <mcatrino@cortezoil.com>
Sent: Tuesday, April 03, 2012 2:25 PM
To: Leslie Daniel
Subject: RE: LSU Conditions of Assignment

Ms. Daniel,

Per our conversation, Cortez Resources, LLC has oil and gas interests in Kansas, Louisiana, Mississippi, Oklahoma and Texas. We recently assembled 20,000 + acres in the Eagle Ford Shale trend of South Texas. After our initial acquisitions we brought on several different partners to assist in the development of our acreage. So far, we have drilled forty (40) successful Eagle Ford wells with Penn Virginia Oil and Gas and four (4) successful wells with Comstock Resources. We continue to participate in a rigorous development plan with our partners. Currently, we have not drilled a dry hole in the trend. After our initial success in the Eagle Ford we decided to pursue the Tuscaloosa Marine Shale, where we have assembled 50,000 gross/43,000 net acres. Most of which surrounds the LSU Idlewild tract. Our plan is to bring on an industry partner in 2012 to help us test and develop this emerging trend.

Also, please be aware that the initial bonus consideration and fees totaling \$ 620,268.15 were paid directly by Cortez Southern Resources, LLC. Blue Energy, Ltd., is simply a Louisiana broker we used to assist with the leasing/bid process.

I hope this is what you are looking for. Please feel free to go to www.cortezoil.com to learn more about our company.

We look forward to working with both you and LSU.

Regards,

Michael F. Catrino
Cortez Resources, LLC
3131 McKinney Ave., Suite 430
Dallas, Texas 75204
(214) 628-9155
(214) 628-9160 Fax
(214) 763-1475 Mobile
mcatrino@cortezoil.com

From: Dale Thevenet [mailto:dale@landmanusa.com]
Sent: Thursday, March 29, 2012 2:12 PM
To: Mike Catrino; Alex Hixon
Subject: FW: LSU Conditions of Assignment

From: Leslie Daniel [mailto:Leslie.Daniel@taylorporter.com]
Sent: Tuesday, March 27, 2012 11:20 AM
To: 'Dale Thevenet'
Subject: RE: LSU Conditions of Assignment

Mr. Thevenet,

LSU will require more information than the attached. Please provide as much information as possible concerning Cortez, including but not limited to:

1. The states in which Cortez operates.
2. How many wells Cortez operates.
3. How many wells Cortez has drilled.
4. The success rate of Cortez's drilling programs.
5. Key players in Cortez's management and ownership.

Thank you,

Leslie Daniel

LESLIE AYRES DANIEL

From: Dale Thevenet [<mailto:dale@landmanusa.com>]
Sent: Tuesday, March 20, 2012 3:57 PM
To: Leslie Daniel
Subject: RE: LSU Conditions of Assignment

Ms. Daniel,

I've attached the financial information for Cortez for your approval.

Should you approve, please email and I'll have the "Conditions of Assignment" executed and mail you an original for the approval of the Board.

Thanks,

Dale Thevenet
(337) 289 5999 office
(337) 739 2605 cell

From: Leslie Daniel [<mailto:Leslie.Daniel@taylorporter.com>]
Sent: Thursday, March 15, 2012 11:07 AM
To: 'Dale Thevenet'
Subject: RE: LSU Conditions of Assignment

Not a problem. Will send shortly.

LESLIE AYRES DANIEL

From: Dale Thevenet [<mailto:dale@landmanusa.com>]
Sent: Thursday, March 15, 2012 11:06 AM
To: Leslie Daniel
Subject: RE: LSU Conditions of Assignment

Ms. Daniel,

Would you please send me a copy of the "Conditions of Assignment" in word format, it would just be easier to work with.

Thank you,

Dale

From: Leslie Daniel [<mailto:Leslie.Daniel@taylorporter.com>]
Sent: Wednesday, March 14, 2012 2:56 PM
To: 'dale@landmanusa.com'
Subject: LSU Conditions of Assignment

Dale,

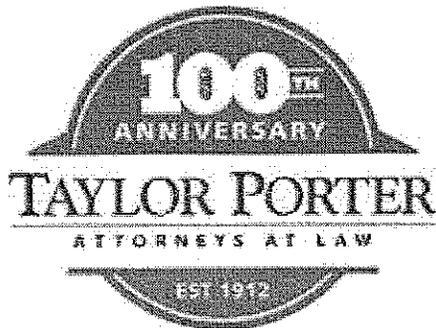
Clay Johnson asked me to work with you on your proposal to assign State Lease 20808, East Feliciana, LSUAgCenter Idlewilde Research Station from Blue Energy LTD to TorteZ Resources. Attached is the form conditions of assignment that will be necessary for Board approval of the assignment. Additionally, I will need financial information on the proposed assignee to include in the proposal to the Board. Once I have this information we will place the proposed assignment on the Board of Supervisors agenda for consideration. Please don't hesitate to contact me with any questions you may have.

Thank you,

Leslie Daniel

LESLIE AYRES DANIEL
Special Counsel

Taylor, Porter, Brooks & Phillips LLP
8th Floor Chase Tower South
451 Florida Street (70801)
Post Office Box 2471
Baton Rouge, Louisiana 70821
(225) 387-3221 *Telephone*
(225) 381-0292 *Direct Dial*
(225) 215-8756 *Facsimile*
Leslie.Daniel@taylorporter.com | [vCard](#)
www.taylorporter.com



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[Resources](#)

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Commitment to Domestic Energy

Cortez Resources is a privately-held oil and gas exploration and production company dedicated to finding new sources of energy in the United States. With a focus on unconventional resource plays, the company and its founders have participated in some of the major discoveries of the last decade, namely, the numerous shales that have been explored and developed throughout the country. Cortez uses the most advanced technologies and best business practices to stay on top of the most developments in the energy industry and to be ahead of the pack in making new discoveries and developing them in the most efficient and environmentally sound manner possible.

Tuscaloosa Marine Shale featured at NAPE

Oil and gas plays were the highlight of the Summer NAPE Expo, including the Tuscaloosa Marine Shale, the Utica, and the Oklahoma/Kansas shale plays.

Oil in the news.

Collins, Cortez Founder and CEO, featured in Oil & Gas Investor's Bright Spot.

→PVA Eagle Ford Shale Update

Oil and gas operations update on its Eagle Ford project. Cortez is PVA's partner in this acreage.

→Copyright 2011 Cortez Resources, LLC.

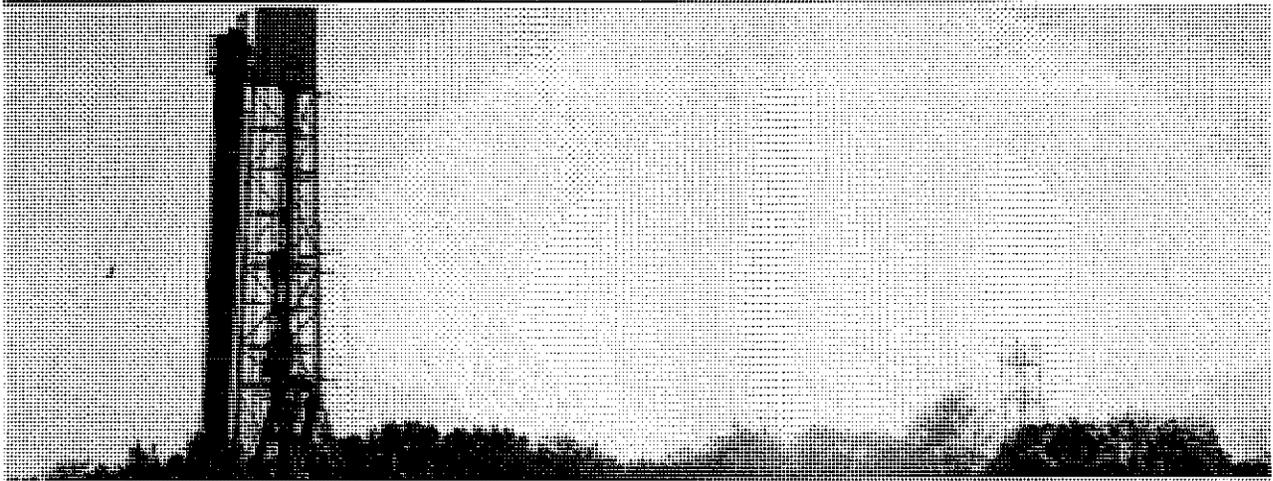
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What we do

About

Cortez Resources, LLC is an Oil & Gas Exploration and Production Company with a focus on domestic unconventional resource play. We are the successor entity to Cortez Resources, LP which led a very successful leasing campaign in the Eagle Ford Shale, in addition to other shale plays in West Texas.

In recent years, the United States has led the charge in unlocking the vast resource potential found in unconventional oil and gas formations. The location and presence of these shale plays is not new to the industry, but rather the ability to produce them economically. Through a combination of technological advancement in horizontal drilling and hydraulic fracturing and a rise in commodity prices, the industry has found the key to economically viable shale production.

Shale gas, and now shale oil, is a game-changer for the United States as well as the world. For the first time in decades, the US has seen a rise in domestic oil and gas production, and we are only in the beginning stages of many of these unconventional plays. Cortez and its management have been early movers in many of the prominent domestic shale plays, and we have a long-term commitment to getting the most out of our current resources as well as finding and building new positions.

Cortez is a privately-held Dallas, Texas-based company specializing in the evaluation and acquisition of land prospective for unconventional sources of oil and gas. We pride ourselves in our devotion to exploring for and producing our natural resources in the most ethical and efficient manner possible. Consider partnering with Cortez today.

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Co-Founder & Senior Vice President – Business
Development

Clifford H. Hortenstine

Cliff Hortenstine is Co-Founder and SVP – Business Development of Cortez Resources, LLC. Previously, Mr. Hortenstine served as Business Development Manager for Cortez Resources, LP where he was actively involved in the strategic and financial planning of the company as well as in the execution of its various joint-ventures and divestitures in the Eagle Ford Shale.

Prior to Cortez, Mr. Hortenstine worked for over three years at Parkman Whaling LLC, an energy investment banking and financial advisory firm in Houston, TX. Joining Parkman Whaling at their formation in July 2007 as an analyst, he worked on mergers and acquisitions, divestitures, reorganizations and bankruptcies, strategic advisory and private equity engagements for both US and international energy companies. The majority of his engagements were for oil and gas exploration and production companies with assets located in the US, including some of the premier unconventional resource plays.

Mr. Hortenstine received a BA in Economics (honors) from Sewanee: The University of the South, where he graduated summa cum laude and Phi Beta Kappa. While attending Sewanee, he competed as a member of the varsity golf team.



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Co-Founder, President & Chief Executive Officer

J. Patrick Collins

Patrick Collins is Co-Founder, President and CEO of Cortez Resources, LLC. Previously, Mr. Collins co-founded Cortez Resources, LP where he managed the strategic and financial direction of the company. He has years of experience in multiple unconventional US oil and gas plays and a strong background in both land and finance in the industry.

Prior to Cortez, Mr. Collins was with Parkman Whaling LLC, an energy investment banking and financial advisory firm in Houston. There, he helped E&P companies divest of asset packages and raise funds.

Before joining Parkman Whaling, Mr. Collins worked for Collins and Young, LLC of Fort Worth, a company that was an early and active player in the Barnett Shale. At Collins and Young, he was part of a team that put together more than 25,000 acres in the southern part of play. Collins and Young also made several major Barnett Shale divestitures during this period. Prior to Collins and Young, he worked as a landman for several small oil and gas companies.

Active in the oil and gas community, Mr. Collins is a member of IPAA and ADAM Energy Forum and sits on the Development Committee of the Dallas Petroleum Club and the Executive Committee of the Dallas Chapter of Young Professionals in Energy. He was featured in the April 2011 Oil and Gas Investor as a "Bright Spot", highlighting young professionals in the industry. He holds an MBA from the Acton School of Business, and a BA with honors from Columbia University. He currently serves as the President of the Board of the Dallas Contemporary, and as a Trustee of the Fort Worth Modern Museum of Art and a Board Member of Arthouse in Austin. He lives in Dallas with his wife, Lindsey.



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Co-Founder, Executive Vice President & Chief Operating Officer

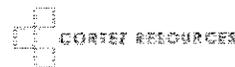
Michael F. Catrino

Michael Catrino is Co-Founder, EVP and COO of Cortez Resources, LLC. Previously, Mr. Catrino co-founded Cortez Resources, LP where he managed its leasing and operating efforts and played a critical role in its acquisition, joint-venture and divestiture projects in the Eagle Ford Shale. He has many years of leadership experience in the petroleum land acquisition business.

Prior to Cortez, Mr. Catrino worked with Collins and Young, LLC on their Southern Expansion project in the Barnett shale and helped complete its acquisition of over 30,000 acres in the prolific shale gas play. He then went on to become Division Landman for Collins and Young Appalachia, LP, where he helped manage the acquisition of their Marcellus Shale assets.

Before joining Collins and Young, Mr. Catrino was Land Manager for Arkansas Energy Group, where he leased thousands of acres in the early days of the Fayetteville Shale. He also assisted in the divestiture of the group's assets to several major operators in the play.

Mr. Catrino has also led many other successful land acquisition projects in various parts of the country, including Alabama, Kansas, Louisiana, and Mississippi, in addition to his projects in Texas, Arkansas, and Pennsylvania. He has a proven track record and continues to be successful in some of the most active resources plays throughout the United States. He is an Alumni of and donor to the Patterson School, and he also attended Warren Wilson College of North Carolina. He participates in many continuing education programs covering a broad range of topics related to the oil and gas industry. He is also a member of the American Association of Petroleum Landmen, the Dallas Petroleum Club, the Independent Petroleum Association of America, the ADAM Energy Forum, and the Rocky Mountain Mineral Law Foundation.



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Vice President – Land & Legal

Alexander J. Hixon

Alex Hixon is VP – Land & Legal of Cortez Resources, LLC. Previously, Mr. Hixon worked as an independent landman for various clients assisting with title due diligence and lease acquisition projects throughout Texas, including the Eagle Ford Shale and the Haynesville Shale. In particular, he played a critical role in assisting Cortez assemble its position in the Eagle Ford Shale.

Mr. Hixon received a B.A. in Plan II Honors Program and Hispanic Studies from the University of Texas, and a J.D. from the University of Houston Law Center. While in law school, he was a member of the Commercial Law Journal. He also interned for Judge Melinda Harmon of the U.S. District Court for the Southern District of Texas. He is a member of the American Association of Professional Landmen, the Oil, Gas and Energy Resources Law Section of the State Bar of Texas, the Dallas Bar Association, and the Dallas Young Lawyers Association. He is licensed to practice law in the state of Texas.



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Vice President – Accounting & Business Services

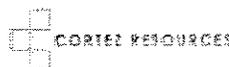
Peggy S. Loyd

Peggy Loyd is VP – Accounting & Business Services of Cortez Resources, LLC. Previously, Ms. Loyd started with Cortez Resources, LP in its first month of inception to help establish the newly formed company. Following two years of successful growth and transformation, Peggy was promoted to Vice President.

With 32 years of Accounting and Administrative experience, 23 of which are in the oil and gas industry, Peggy brings a wealth of knowledge and expertise to her position. Her first oil job was in Shreveport, Louisiana, her home town, working for Henry Coutret & Associates in 1979.

Prior to joining Cortez, Peggy's long standing experience as an oil and gas professional with small and mid-size firms includes responsibilities which range from Investor Relations to Accounting and Production Field reporting. She has also served on numerous Boards as Assistant Corporate Secretary and her career includes marketing NGLs for a Colorado based natural gas company with a Texas owned processing plant located in Sonora, Texas. She was employed by numerous oil independents as well as Enron Oil Trading & Transportation Company, The Wiser Oil Company, Bridge Oil U.S.A., Hunt Oil and Pioneer Natural Resources. She's been involved in at least 6 start-ups.

Peggy attended LSU Shreveport as well as Ayers Institute and Collin County Community College. In her spare time, Peggy enjoys running and hiking and has completed 3 marathons and 3 half-marathons and has hiked Yosemite Half Dome. As a past participant of The Leukemia Lymphoma Society's "Team in Training" Program, her goal is to pursue future running adventures while fundraising for LLS.



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**RECOMMENDATION TO CONSENT TO
THE SUBLEASE OF PREMISES TO
SIGMA ALPHA MU AT LSU HOUSING CORPORATION**

To: Members of the Board of Supervisors

Date: June 8, 2012

Pursuant to Article VII, Section 8.D.2 (e) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, this matter is a "significant board matter."

D.2 (e) Any contract or series of related contracts for the construction of new fraternity and sorority houses, original leases and substantial amendments or modifications thereto or arising out of same.

1. Summary of Matter

The Sigma Alpha House Corporation, Inc., a Louisiana Corporation, is the owner of a fraternity house located at Lot 12 on East Fraternity Circle on property owned by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"). Sigma Alpha House Corporation, Inc. proposes to lease the fraternity house located at Lot 12 on East Fraternity Circle to Sigma Alpha Mu at LSU Housing Corporation. The proposed lease for the fraternity house between Sigma Alpha House Corporation, Inc. and Sigma Alpha Mu at LSU Housing Corporation begins August 1, 2012 and continues until July 31, 2013. The grounds owned by LSU will continue to be leased by Sigma Alpha Housing Corporation.

2. Review of Business Plan

None.

3. Fiscal Impact

None.

4. Description of Competitive Process

None.

5. Review of Legal Documents

The lease agreement has been reviewed and approved by University Counsel and is attached to this document.

6. Parties of Interest

None, other than as state above.

7. Related Transactions

- Original Lease by LSU Board to Alpha Gamma House Corporation dated June 16, 1955 and recorded on June 17, 1955.
- Consent to Sublease by Alpha Gamma House Corporation to Sigma Alpha House Corporation, Inc. approved at the September 2003 Board of Supervisors Meeting.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Sigma Alpha and Sigma Alpha Mu Lease Agreement

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED by Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that William L. Jenkins, Interim 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 consent to the sublease of the premises to Sigma Alpha Mu at LSU Housing Corporation.

BE IT FURTHER RESOLVED that William L. Jenkins, Interim 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 consent to the sublease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.”



Office of the Chancellor

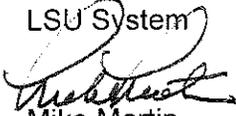
OFFICE OF THE PRESIDENT

MAY 07 2012

LSU SYSTEM

To: William L. Jenkins
Interim President
LSU System

Date: May 8, 2012

From: 
Mike Martin
Chancellor

RECEIVED

MAY 07 2012

PROPERTY & FACILITIES

Subject: Recommendation to consent to the sublease of premises to Sigma Alpha Mu at LSU Housing Corporation

Attached for your review is a resolution requesting consent to the sublease of the premises to Sigma Alpha Mu at LSU Housing Corporation. The Sigma Alpha House Corporation, Inc., a Louisiana Corporation, is the owner of a fraternity house located at Lot 12 on East Fraternity Circle on property owned by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"). Sigma Alpha House Corporation, Inc. proposes to lease the fraternity house located at Lot 12 on East Fraternity Circle to Sigma Alpha Mu at LSU Housing Corporation. The grounds owned by LSU will continue to be leased by Sigma Alpha Housing Corporation.

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

Please let me know if you need additional information.

Attachments

LEASE AGREEMENT

WHEREAS, The Sigma Alpha House Corporation, Inc., a Louisiana corporation, hereinafter called "Lessor" is the owner of a fraternity house and lessee of grounds owned by the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("LSU") located at 3743 W. Lakeshore Drive, Baton Rouge, Louisiana 70808, which house and grounds are hereinafter referred to as the "Leased Premises"; and

WHEREAS, Sigma Alpha Mu at LSU Housing Corporation, hereinafter called "Lessee", desires to lease the Leased Premises from Lessor and Lessor desires to let the Leased Premises to Lessee; and

WHEREAS, Lessor and Lessee desire to set forth their mutual agreements and understandings relative to the use and occupancy of the Leased Premises by Lessee;

WHEREAS, Lessor and Lessee act in executing this Lease through representation of their hereinafter designated officers and duly authorized representative;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, Lessor and Lessee do hereby agree and covenant with one another as follows:

WITNESSETH:

1. Term: Lessor does hereby demise and let the Leased Premises to Lessee for a term of twelve (12) months commencing on the 1st day of August 2012, and continuing until the 31st day of July, 2013.
2. Rent: During the first year of this Lease, Lessee agrees to pay Lessor rent in the amount of \$42,000. Rent shall be paid in installments of \$3,500 per month for the first year, August 1, 2012 through July 31, 2013. The initial payment shall be due and paid on August 1, 2012, and the subsequent payment shall be due and paid on the first of subsequent months. Rent shall be paid in full without reduction or set off, unless agreed to in writing by Lessor. Rent payments shall be sent to Lessor to the attention of Mary Zaunbrecher at 2621 Highway 1183, Simmesport, Louisiana 71369 or via direct deposit. Rent payments not received by the 5th of the month will result in a penalty of 5% of the lease amount.
3. Deposit: During the term of this Lease, Lessee shall keep on deposit with Lessor, for good and faithful performance under this Lease, and as a security deposit against damages to the Leased Premises the sum of \$1000. These deposit monies shall be automatically off-set by Lessor at any time to cure damages to the Leased Premises caused by Lessee or any sub-lessee, or to fulfill the utilities off-set provided for in Section 12 below, or to provide for unpaid and due rents hereunder, or to cure any breach by Lessor under this Lease.
4. Leased Premises; "AS IS" Condition: Lessee accepts the Leased Premises "as is" without any warranty or representation as to condition whatsoever, express or implied, and agrees to keep the Leased Premises, including all equipment and fixtures, in good condition, normal wear and tear expected.

LEASE AGREEMENT

Lessee agrees to make any and all repairs necessary to comply with the requirements of the state Fire Marshall and of the Lessor's insurer. Parties agree that the Leased Premises meets current local and state building, fire, and zoning codes.

5. Lessee Obligations: Lessee agrees to keep the Leased Premises completely free of destruction, waste and damage. In particular, Lessee agrees that it shall use its best efforts to accomplish the following:
 - a. That doors are not broken or dented and that lock assemblies are not damaged;
 - b. That interior rooms are not damaged or defaced;
 - c. That exterior doors and windows are not tampered with and are left in such condition that the Leased Premises are well secured against intrusion from the outside at all times;
 - d. That walls are not abused by the excessive hanging of pictures or other memorabilia and are kept free of holes;
 - e. That all equipment, fixtures and furnishings of Lessor are kept free of abuse and extraordinary wear and tear;
 - f. That no construction, furnishings, shelving, or the like are affixed to any walls, ceilings or floors; and

Lessee agrees to save and maintain carpets and all furnishings from waste and deterioration, ordinary wear and tear excepted. The fire detection system shall not be tampered with and/or deactivated, shall be kept in a good and operating condition, and shall be tested no less frequently than monthly to ensure proper operation.

6. Maintenance/Alterations: Lessee agrees to maintain the exterior of the Leased Premises and to maintain all heating, air conditioning, plumbing and electrical equipment. Notwithstanding the foregoing, Lessee shall not make any structural modifications, additions, alterations, or cosmetic alterations to the Leased Premises without the express written consent of Lessor.
7. Structural Integrity: Lessee warrants that no person or thing shall be permitted onto the shingled portion of the roof of the Leased Premises for any reason or cause whatsoever, without the prior written consent of Lessor.
8. Insurance: Lessee agrees to reimburse Lessor for fire and property insurance for the Leased Premises. Lessee agrees to pay ad valorem taxes, if any, due on account of its ownership of the Leased Premises. Lessee agrees to reimburse Lessor for public liability insurance covering all liabilities undertaken by Lessee, herein, including all indemnities which are the responsibility of Lessee hereunder.

All such policies of insurance required to be obtained by Lessee hereunder shall be endorsed so as to name Lessor and LSU as additional insureds, with a waiver of subrogation in favor of LSU and Lessor. Lessee must carry public liability insurance with a minimum required limit \$1,000,000 per occurrence and \$2,000,000 aggregate. Lessee must provide a Certificate of Insurance documenting such coverage.

LEASE AGREEMENT

If the Lessee employs individuals to work at the Leased Premises, the Lessee must obtain workers compensation/employer's liability insurance on such employees with a minimum required limit of at least \$500,000.

9. Lessee Warrantees: Lessee warrants that it shall not commit any act or permit any act which would result in the voiding of any insurance policies set forth herein, whether such policies are obtained by Lessor or by Lessee. In the event of a voiding of coverage due to such an act, Lessee shall undertake all liabilities which would otherwise be covered by such insurance. Lessee shall provide Lessor with a Certificate of Insurance evidencing such coverages as are required to be obtained by Lessee hereunder. All deductibles under the policies of insurance to be obtained by Lessee hereunder shall be the responsibility of Lessee.
10. Immediate Remedies: In the event that Lessor should determine that any term of this Lease Agreement has been breached, and that an immediate remedy is prudent and/or necessary, then Lessor may, at its option, immediately and without notice to Lessee remedy such breach at its expense and immediately recoup from Lessee the full cost of any such remedial efforts as additional rent hereunder. Lessor shall reasonably notify Lessee of any such event as soon as practicable. Lessor's right to remedy a breach under this section shall in no way limit Lessor's right to take any other actions under this Lease including, without limitation, termination of this Lease.
11. Utilities: Lessee shall be responsible for the payment of all gas, electricity, internet, telephone, telephone charges to operate alarm system, alarm and fire monitoring charges, water, sewer, and waste removal services, including deposits, necessitated or provided to the Leased Premises during the term of this Lease Agreement. Lessee is responsible for prompt payment of all charges from LSU, including, but not limited to, facility services.
12. Compliance With Laws and Regulations: Lessee agrees that it shall at all times maintain full compliance with all city, state, federal and LSU ordinances, statutes, policies and/or regulations. Lessee shall comply with all terms, conditions, restrictions and obligations of Lessor as contained in the ground lease between Lessor and LSU.
13. Injury to Lessee, Members, Guests: Lessor shall not be liable for any injury to the property of Lessee or to the person or property of its members, guests, visitors or any other persons, caused by the tortuous or criminal acts of third persons occurring at the Leased Premises.
14. Locks: Lessee agrees not to install additional or different locks on any exterior doors or windows of the Leased Premises without written permission of Lessor. Lessee shall provide Lessor with a key for each such lock which is allowed. At the termination of this Lease Agreement, Lessee shall return all keys to the Leased Premises to Lessor.
15. Destruction: In the event the Leased Premises are substantially destroyed by fire, wind or other causes beyond the control of Lessor, or are condemned or otherwise taken by authority of local, state, or federal governmental agencies or entities, then in any of these events, this Lease Agreement shall terminate automatically as of the date of such destruction, condemnation or taking.
16. Risk of Loss: During the term of this Lease Agreement, the risk of loss with respect to all risks insurable under a fire and extended coverage insurance policy meeting the requirements of the laws of the State of Louisiana, together with the risks of loss with respect to all uninsurable

LEASE AGREEMENT

losses to the Leased Premises which are subject to the control or prevention by Lessee, shall rest upon Lessee. The parties agree that for purposes of interpreting this provision, an example of an uninsurable loss which shall be the responsibility of Lessee would be Lessee's failure, as possessor of the Leased Premises, to detect a malfunction in the heating system during the winter, resulting in the freezing and bursting of water pipes in the Leased Premises. If the freezing and bursting of water pipes and consequent damage flowing therefrom is not covered by the insurance obtained hereunder, all such damages resulting therefrom are the responsibility of and must be paid for by Lessee.

17. Liens: Lessee shall not create or permit to be created or to remain, and shall promptly discharge, at Lessee's sole cost and expense, any lien, encumbrance or charge upon the Leased Premises or any part thereof, or upon Lessee's leasehold interest therein, which lien, encumbrance or charge arises out of the use or occupancy of the Leased Premises by Lessee or by reason of any labor or materials furnished or claimed to have been furnished to Lessee or by reason of any construction, alteration, addition, repair, or demolition of any part of the Leased Premises during the term of this Lease Agreement. Notice is hereby given that Lessor and LSU shall not be liable for any labor, services or materials furnished to or to be furnished to Lessee, or to anyone holding the Leased Premises or any part thereof through or under Lessee, and that no construction or other liens for any such labor or materials shall attach to the interest of Lessor or to the Leased Premises.
18. Personal Property/Lessor's Lien: Lessor shall at all times have a Lessor's Lien as provided by law on all personal property stored or kept on the Leased Premises at any time by Lessee or any sub-lessee. Lessor may enforce its lien at any time and seize property upon its own private enforcement to satisfy any breach by Lessee or any sub-lessee in satisfying any financial requirement or obligation under this lease, including but not limited to the obligation to timely pay rents and deposits. During the term of this Lease, Lessee or its sub-lessees may not remove any property from the Leased Premises if Lessor has declared Lessee to be in default of this Lease. It is expressly agreed by the parties that any personal property remaining on the Leased Premises by the Lessee, or any of the Lessee's members, as well as any and all improvements to the Leased Premises, after Lessee vacates the Leased Premises or after this Lease Agreement is terminated, may be considered by the Lessor to be abandoned by Lessee, and Lessor shall have the right, without further notice, to sell or otherwise dispose of the personal property and retain the proceeds, if any, derived from the same.
19. Abandonment/Vacation: If the Leased Premises shall be abandoned, deserted or vacated, with the exception of school holidays, this Lease Agreement shall terminate, and Lessor shall have the right to re-enter and repossess the Leased Premises, and dispossess and remove therefrom Lessee or any other occupants thereof and their effects, without being liable to any prosecution therefor, in addition to any remedy which may be available for Lessor under the terms of this Lease Agreement or pursuant to law.
20. Prohibited Storage: Lessee shall not permit the storage of any gasoline, fuel oil, toxic agents, or other potentially hazardous substances on the Leased Premises. Lessee shall further not permit the illegal keeping of firearms, ammunition, explosives, or other dangerous instrumentalities on the Leased Premises. Lessee shall further not permit the use of or possession or storage of any

LEASE AGREEMENT

controlled substances on the Leased Premises, including but not limited to marijuana, cocaine, and like substances. Lessee shall further not permit the illegal storage, distribution, furnishing, servicing, or consumption of alcoholic beverages on the Leased Premises. Lessee agrees to indemnify and defend LSU and Lessor for any suits, claims, damages, remediation, charges and expenses relating in any way to any contamination or pollution caused in whole or in part by Lessor.

21. Motor Vehicles Prohibited: Lessee shall not permit any motor vehicles to be stored inside the Leased Premises nor shall any motor vehicles be permitted on the lawn of the Leased Premises.
22. Nuisances Prohibited: Lessee shall not perform any act or carry on any practice which may damage the Leased Premises or constitute a nuisance or menace to any person or property, including the person or property of surrounding neighbors or passersby, and shall at all times control noise so as to not interfere with the reasonable rights of neighbors and passersby. All garbage and refuse shall be stored in suitable containers or receptacles with tight-fitting lids and kept in areas so as to not constitute a nuisance or a violation of any rules or ordinances.
23. Pets Prohibited: Lessee further agrees to keep the Leased Premises free from habitation of any animal or pet of any kind.
24. Indemnity: Lessee warrants that its activities upon the Leased Premises shall be lawful, moral and proper, and further agrees to protect, defend, indemnify, and hold harmless Lessor, its officers, directors, members, and their underwriters as well as LSU and its employees, from any and all liability, claims, demands, losses or causes of action of any kind or nature (and whether there be any basis in law or in fact for same), whether for personal injury, death, property damage, or any other loss or damage, and whether based in sole or in part of on any alleged negligence, strict liability or other fault on the part of Lessor, arising out of or in any way connected with the occupancy or use of the Leased Premises by Lessee, or from any condition or defect in the Leased Premises, including the payment of all costs, expenses and attorney fees.
25. Amendment: This Lease Agreement may not be altered or amended by either party hereto except upon the express written consent of both parties.
26. Entire Agreement: This Lease Agreement contains the entire agreement by and between Lessor and Lessee and all prior negotiations and agreements are hereby merged into this Lease Agreement; no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
27. Lawful Use; Assignment and Subletting: The Leased Premises shall be utilized by Lessee as a residence for Lessee's members only and as a meeting hall for Lessee's membership. Any other use is expressly prohibited. No commercial use may be made of the Leased Premises or carried out thereon. No unauthorized persons may occupy the Leased Premises with or in place of Lessee. Lessee shall be entitled to sub-lease individual rooms within the Leased Premises only to individuals who are duly qualified members or pledges of Sigma Alpha Mu Fraternity. Any sub-lease hereunder shall expressly provide that it is subordinate to this Lease Agreement and subject to the full performance hereof. All subleases entered into by Lessee shall automatically terminate, without further notice, upon termination of this Lease for any reason. NO other sale or assignment of this Lease Agreement by Lessee is permitted, and Lessee may not in any other manner assign, sublet or transfer this Lease Agreement or the Leased Premises.

LEASE AGREEMENT

28. Alterations: Lessee shall not make any alterations or improvements to the Leased Premises in any manner whatsoever without the prior written consent of Lessor; however, Lessor consents to cosmetic alterations to the premises which enhance the aesthetic appearance of premises. Any such alterations or improvements which are allowable shall become a part of the Leased Premises and, upon termination of this Lease Agreement, shall not be removed by Lessee unless Lessee restores the Leased Premises to its condition existing at the inception of this Lease Agreement. Any such alterations or improvements not removed shall become the property of Lessor without compensation Lessee. In the event Lessee makes any constructions, renovations, alterations, or improvements on the premises, and a laborer's or materialman's lien or claim is filed against the leased premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, Lessee shall within twenty (20) days of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorded of mortgages of East Baton Rouge Parish, Louisiana, a bond guaranteeing payment of said lien or claim in full.
29. Inspection: Lessor reserves and shall have the right, but not the obligation, to inspect the Leased Premises at any reasonable time to insure compliance hereunder.
30. Invalidity: If any part of portion of this Lease Agreement is declared invalid by a court of competent jurisdiction, then such declaration shall not invalidate or affect any other part or portion of this Lease Agreement, which shall all remain in full force and effect.
31. Signs: Lessee shall be entitled to install non-permanent signage upon the exterior of the Leased Premises designating Lessee's name or related symbols, upon first submitting any proposed signage to Lessor for approval. Flags designating Lessee's name or symbols or flags of the United States and the State of Louisiana may be displayed from the flag brackets. No other signs, flags, banners, or the like may be displaced upon or in the windows or doorways of the Leased Premises, except for special event displays consistent with Louisiana State University regulations.
32. Choice of law: This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana.
33. Eminent Domain: If the whole of the Leased Premises or so much thereof as to render the balance unusable by Lessee shall be taken under power of eminent domain, this Lease Agreement shall automatically terminate as of the date of such condemnation, together with any and all rights of Lessee or hereafter arising in or to the same or any part hereof. In the event of a partial taking that does not result in a termination of this Lease Agreement, the rentals shall be apportioned according to the part of the Leased Premises remaining usable by Lessee. Lessor may, with Lessee's consent, stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this Section 32 shall then be deemed the date agreed to under the terms of said agreement for stipulation.
34. Defaults: The occurrence of any of the following shall constitute a material default and breach of this Lease Agreement:
 - a. The vacating or abandonment, without consent of the Lessor, of the Leased Premises by Lessee for a period exceeding fourteen days, with the exception of school holidays.

LEASE AGREEMENT

- b. A failure by Lessee to pay the rent, or to make any other payment required to be made by Lessee hereunder, when due, or within fifteen (15) days thereafter.
- c. A failure by Lessee to perform any other provision of this Lease Agreement to be performed by Lessee.
- d. The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease Agreement, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease Agreement, where such seizure is not discharged within thirty (30) days.

Lessee shall not be in default in the performance of any obligation provided for herein except with reference to the payment of rent, unless and until Lessee has failed to perform such obligation within ten (10) days after Lessee's receipt of written notice by Lessor specifying wherein Lessee has failed to perform such obligation.

35. Remedies: Lessor shall have the following remedies if Lessee commits default:

- a. Lessor can continue this Lease Agreement in full force and effect and shall have the right to collect rent, including any additional amounts owed by Lessee under this Lease Agreement, when due. During the period Lessee is in default, Lessor can re-enter the Leased Premises with or without legal process and re-let them, or any part of them, to third parties for Lessee's account. Re-letting can be for a period shorter or longer than the remaining term of this Lease Agreement. Nothing shall obligate Lessor to re-let the Leased Premises upon Lessee's default and vacation of the Leased Premises. No act by Lessor allowed by this paragraph shall terminate the Lease Agreement unless Lessor notifies Lessee that Lessor elects to terminate this Lease Agreement.
- b. Lessor may accelerate all rentals due from Lessee for the entire term of the Lease and collect same from Lessee upon Lessee's default.
- c. Lessor can terminate this Lease Agreement at any time. Upon termination, Lessor shall have the right to collect an amount equal to all expenses, if any, incurred by the Lessor in recovering possession of the Leased Premises.

36. Attorney's Fees: In the event that suit is brought by LSU, Lessor or Lessee for a breach of default under the terms of this Lease Agreement, the prevailing party shall be entitled to payment of its reasonable attorney's fees incurred in the prosecution of a suit for breach, default, nonperformance, or eviction.

37. Time of Essence: Time is of the essence with respect to the performance of every provision of this Lease Agreement in which time performance is a factor.

LEASE AGREEMENT

38. Force Majeure: Whenever and to the extent that the Lessor or Lessee, as the case may be, shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of any obligation other than the payment of any money under any provision of this Lease Agreement by reason of strike, lock-out, war or acts of military authority, rebellion or civil commotion, fire or explosion, flood, wind, water, earthquake, Act of God or other casualty, or by reason of being unable to obtain any materials, goods, equipment, services, utilities or labor required to enable the Lessor or Lessee, as the case may be, to fulfill such obligation, or by reason of any statute or law or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board or any governmental department or officer or other authority, or by reason of inability to obtain any permission or authority required thereby, or by reason of any other cause or beyond its control or not wholly or mainly within its control, whether of the foregoing character or not, and not caused by its default or its act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by it, the Lessor or Lessee, as the case may be, shall so long as any such impediment exists, be relieved from the fulfillment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned.
39. Headings: The article captions contained in this Lease Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
40. Binding Effect: This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.
41. Notice: All written notice obligations to the Lessor and Lessee shall be made via telefacsimile or certified mail with a copy to LSU and to the following representatives as indicated hereafter:

Lessor: The Sigma Alpha House Corporation, Inc.

If to Lessor, notice shall be addressed to:

Veronica Crow

7565 Bayou Paul Road

St. Gabriel, LA 70776

(504) 231-8344 telefacsimilie

With a copy to

Mary Zaunbrecher

2621 Highway 1183

Simmesport, LA 71369

Kimmarie Dutton

28235 Wagner Road

Albany, LA 70711

LESSEE:

Kris Khalil

436 Nursery Avenue

Metairie, LA 70005

LEASE AGREEMENT

With a copy to
Sigma Alpha Mu Fraternity Inc.
8701 Founders Road
Indianapolis, IA 46268

Board of Supervisors of Louisiana State University
Agricultural and Mechanical College
3810 W. Lakeshore Drive
Baton Rouge, LA 70808
Attention: Properties and Facilities

WHEREFORE, the parties hereto have executed this Lease Agreement as of the ____ day of _____, 2012.

The Sigma Alpha House Corporation, Inc.

By: _____
Veronica Rome Crow
President

Sigma Alpha Mu at LSU Housing Corporation
By: _____
Kris Khalil
President



**RECOMMENDATION TO NAME A CONFERENCE ROOM
IN PEABODY HALL THE
"WILLIAM PINAR AND WILLIAM DOLL CURRICULUM
THEORY CONFERENCE ROOM"**

To: Members of the Board of Supervisors

Date: June 8, 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 conference room in Peabody Hall the "William Pinar and William Doll Curriculum Theory Conference Room" in honor of their dedication and service to the program.

The College of Human Sciences and Education wishes to acknowledge Drs. William Pinar and William Doll for their unwavering support of the program.

Drs. William Pinar and William Doll both served as faculty members in the College of Education, specializing in curriculum studies. Together they instituted the Curriculum Theory Project (CTP). This project, now fifteen years old, has spawned international associations and recognition. And, arguably, no university matches the intellectual power of curriculum scholarship of LSU and its Curriculum Theory Project (CTP), which is known worldwide.

In the early 1970s the field of curriculum as an academic field did not exist. Now it is a critical field on inquiry and international understanding of educational initiatives. No one has played a greater role in this transition than Bill Pinar. Currently the Canada Research Chair at the University of British Columbia, Dr. Pinar was hired in the 1980s by Dean Emeritus, Dr. Billy Smith. Because of his accomplishments, he was named the St. Bernard Parish Alumni Endowed Professor at LSU. In addition to co-founding CTP with Dr. Doll, Pinar established the Journal of Curriculum Theorizing, the Bergamo Conference of Curriculum Theory and Classroom Practice, the International Association for the Advancement of Curriculum Studies (IAACS), and the American Association for the Advancement of Curriculum Studies (AAACS). All these organizations are not only alive and healthy, but are actively shaping the curriculum field. Pinar has published more than 20 books in the field.

An educator for more than fifty years, Dr. Doll retired from the LSU College of Education as the Vira Franklin & J.R. Eagles Endowed Professor. In addition to publishing four books, countless articles, and co-founding the Curriculum Theory Project, Dr. Doll has traveled the world as an international scholar, known by some as a legend in curriculum theory. In 2005, he received the prestigious Lifetime Achievement Award by the American Educational Research Association (AERA).

During their tenure at LSU, these scholars mentored and supported outstanding graduate students, often digging from their own pockets to provide funding for conferences and colloquia that engendered student inquiry. At the 2011 celebration of the fifteenth year of CTP, several hundred students, now faculty at major universities, returned to hear from Dr. Pinar and Dr. Doll and give testimony to the impact they had on their careers.

Several years ago, Drs. Pinar and Doll created the first endowment for the college, committing \$10,000 each to support CTP programming. Since that time, they have pledged another \$10,000. Under the leadership of Dr. Doll, this endowment's investment and pledges now total more than \$40,000. In addition, Dr. Pinar is donating his papers, which document the emergence of the field of curriculum studies, to the LSU Libraries.

For the above reasons, the College of Human Sciences and Education proposes to name the Peabody Hall third floor conference room the William Pinar and William Doll Curriculum Theory Conference Room.

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Dean Laura Lindsay, College of Human Science and Education

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 conference room in Peabody Hall the "William Pinar and William Doll Curriculum Theory Conference Room".



OFFICE OF THE
PRESIDENT

MAY 07 2012

LSU SYSTEM

MEMORANDUM
Office of the Chancellor

To: William L. Jenkins
Interim President, LSU System

Date: May 3, 2012

RECEIVED

me
From: Michael Martin
Chancellor

MAY 07 2012

PROPERTY & FACILITIES

**Re: "William Pinar and William Doll Curriculum Theory Conference Room" in
Peabody Hall**

The Committee on Naming University Facilities has recommended that a conference room in Peabody Hall be named for Drs. William Pinar and William Doll in recognition of their notable international, national and LSU careers in the area of Curriculum and Theory.

The College of Human Sciences and Education wishes to honor their careers, and generous gifts to their endowment by naming the "William Pinar and William Doll Curriculum Theory Conference Room".

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 June 2012 meeting agenda.

Attachments

cc: Dean Laura Lindsay

April 24, 2012

TO: Chancellor Michael V. Martin

FROM: Naming University Facilities Committee

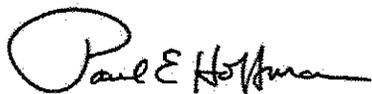
RE: Naming Proposal 2012-12, William Pinar and William Doll Curriculum Theory Conference Room, Peabody Hall

Dear Chancellor,

Attached please find a memo from Interim Dean Laura F. Lindsey recommending that a conference room in Peabody Hall be named for Drs. William Pinar and William Doll in recognition of their notable international, national and LSU careers in the area of Curriculum Theory and generous gifts to LSU in support of the College of Human Sciences and Education's endowment.

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 Interim Dean Lindsey, April 9, 2012

CC: Bunnie R. Cannon
Jane W. Cassidy



CAMPUS CORRESPONDENCE

Date: April 9, 2012

To: Michael V. Martin
Chancellor

Through: John Maxwell Hamilton
Executive Vice Chancellor & Provost

From: Laura F. Lindsay
Interim Dean 

Subject: Request to name the Peabody Hall third floor conference room

I am requesting approval to name one of the Peabody conference rooms for Drs. William Pinar and William Doll.

Known internationally for their contributions to curriculum theory, Drs. Pinar and Doll served as faculty members in the College of Education, and instituted the Curriculum Theory Project (CTP). This project, now sixteen years old, has spawned international associations and recognition. In addition to co-founding CTP with Dr. Doll, Dr. Pinar established the *Journal of Curriculum Theorizing*, the Bergamo Conference of Curriculum Theory and Classroom Practice, the International Association for the Advancement of Curriculum Studies (IAACS), and the American Association for the Advancement of Curriculum Studies (AAACS). These organizations are not only alive and healthy, but are actively shaping the curriculum field. Dr. Pinar published more than 20 books in the field.

Of equal stature and an educator for more than fifty years, Dr. Doll retired from the LSU College of Education as the Vira Franklin & J.R. Eagles Endowed Professor. In addition to publishing four books, countless articles, and co-founding the Curriculum Theory Project, Dr. Doll has traveled the world as an international scholar, known by some as a legend in curriculum theory. In 2005, he received the prestigious Lifetime Achievement Award by the American Educational Research Association (AERA).

Several years ago, Drs. Pinar and Doll created the first endowment for the college, committing \$10,000 each to support CTP programming. Since that time, they have pledged another \$10,000. Under the leadership of Dr. Doll, this endowment's investment and pledges now total more than \$40,000. In addition, they are donating their papers, which document the emergence of the field of curriculum studies, to the LSU Libraries.

For the above reasons, the College of Human Sciences and Education proposes to name the Peabody Hall third floor conference room the William Pinar and William Doll Curriculum Theory Conference Room.

Please let me know if you have any questions or need additional information to consider this request. Thank you for your consideration.

cc: Bunnie Cannon, Institutional Advancement

Rationale for Proposed Name

Drs. William Pinar and William Doll both served as faculty members in the College of Education, specializing in curriculum studies. Together they instituted the Curriculum Theory Project (CTP). This project, now fifteen years old, has spawned international associations and recognition. And, arguably, no university matches the intellectual power of curriculum scholarship of LSU and its Curriculum Theory Project (CTP), which is known worldwide.

In the early 1970s the field of curriculum as an academic field did not exist. Now it is a critical field on inquiry and international understanding of educational initiatives. No one has played a greater role in this transition than Bill Pinar. Currently the Canada Research Chair at the University of British Columbia, Dr. Pinar was hired in the 1980s by Dean Emeritus, Dr. Billy Smith. Because of his accomplishments, he was named the St. Bernard Parish Alumni Endowed Professor at LSU. In addition to co-founding CTP with Dr. Doll, Pinar established the *Journal of Curriculum Theorizing*, the Bergamo Conference of Curriculum Theory and Classroom Practice, the International Association for the Advancement of Curriculum Studies (IAACS), and the American Association for the Advancement of Curriculum Studies (AAACS). All these organizations are not only alive and healthy, but are actively shaping the curriculum field. Pinar has published more than 20 books in the field.

An educator for more than fifty years, Dr. Doll retired from the LSU College of Education as the Vira Franklin & J.R. Eagles Endowed Professor. In addition to publishing four books, countless articles, and co-founding the Curriculum Theory Project, Dr. Doll has traveled the world as an international scholar, known by some as a legend in curriculum theory. In 2005, he received the prestigious Lifetime Achievement Award by the American Educational Research Association (AERA).

During their tenure at LSU, these scholars mentored and supported outstanding graduate students, often digging from their own pockets to provide funding for conferences and colloquia that engendered student inquiry. At the 2011 celebration of the fifteenth year of CTP, several hundred students, now faculty at major universities, returned to hear from Dr. Pinar and Dr. Doll and give testimony to the impact they had on their careers.

Several years ago, Drs. Pinar and Doll created the first endowment for the college, committing \$10,000 each to support CTP programming. Since that time, they have pledged another \$10,000. Under the leadership of Dr. Doll, this endowment's investment and pledges now total more than \$40,000. In addition, Dr. Pinar is donating his papers, which document the emergence of the field of curriculum studies, to the LSU Libraries.

For the above reasons, the College of Human Sciences and Education proposes to name the Peabody Hall third floor conference room the William Pinar and William Doll Curriculum Theory Conference Room.



**RECOMMENDATION TO NAME A CLASSROOM IN THE
NEW BUSINESS EDUCATION COMPLEX THE
"JAMES D. "DENNY" AND JANE SHELTON CLASSROOM"**

To: Members of the Board of Supervisors

Date: June 8, 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 classroom in the new Business Education Complex after James D. "Denny" and Jane Shelton for their generosity and unwavering support of the College.

The E.J. Ourso College of Business wishes to honor their generosity by naming a classroom in the new Business Education Complex the "James D. "Denny" and Jane Shelton Classroom".

Mr. Shelton earned a bachelor's in history from LSU in 1975. He is founder of Triad Hospitals in Plano, Texas and served as chairman and CEO until it was sold in July 2007. Under Shelton's leadership, Triad became the third largest healthcare provider in the U.S. Shelton is currently Chairman of LHP Hospital Group, Inc. He has served on the boards of the Federation of American Hospitals, American Hospital Association, Legacy Hospital Partners, Omnicare Inc., Ventas and Health Coverage Foundation. He was recognized by Modern Healthcare as one of the 100 most influential people in healthcare in America.

The Sheltons, who reside in Plano, TX, have created the Denny Shelton Diversity Non-Endowed Fellowship to support minority students in the E. J. Ourso College who excel in both academic and philanthropic activities.

Mr. Shelton is a member of the E. J. Ourso Dean's Advisory Council. He was a speaker in the Flores MBA Distinguished Speaker Series in 2005, and in 2008, he was inducted into the college's Hall of Distinction.

The E. J. Ourso College would like to thank Denny and Jane Shelton for their commitment to LSU, its students, and business education through their generous gift of \$200,000 to the Business Education Complex and respectfully requests that classroom #1120 be named for "Denny and Jane Shelton."

ATTACHMENTS

- Memorandum from Chancellor Michael Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from Eli Jones, Dean of the 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 classroom in the new Business Education Complex the "James D. "Denny" and Jane Shelton Classroom".



OFFICE OF THE
PRESIDENT

MAY 07 2012

LSU SYSTEM

MEMORANDUM

Office of the Chancellor

To: William L. Jenkins
Interim President, LSU System

Date: May 3, 2012

RECEIVED

From: Michael Martin
Chancellor

MAY 07 2012

PROPERTY & FACILITIES

Re: "James D. "Denny" and Jane Shelton Classroom" in the Business Education Complex

The Committee on Naming University Facilities has recommended that Classroom No. 1120 be named the "James D. "Denny" and Jane Shelton Classroom".

The Recruiter's Lounge on the second floor of the rotunda was originally approved to be named after the Shelton's in December 2011. The Shelton's have requested to no longer name the Recruiters Lounge and to instead name a 20 person classroom.

The E.J. Ourso College of Business wishes to honor their request and submit the new naming as the "James D. "Denny" and Jane Shelton Classroom" in honor of their continued generosity to LSU.

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 June 2012 meeting agenda.

Attachments

cc: Dean Eli Jones

May 1, 2012

TO: Chancellor Michael V. Martin

FROM: Naming University Facilities Committee

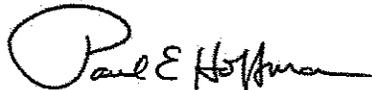
RE: Naming Proposal 2012-13, James D. "Denny" and Jane Shelton, Classroom No. 1120, Business Education Complex

Dear Chancellor,

Attached please find a memo from Dean Eli Jones recommending that Classroom 1120 in the Business Education Complex be named for **James D. "Denny" and Jane Shelton** in recognition of their generous gift to LSU and his notable career and community involvement. This is a shift in the naming from the Recruiters' Lounge on the second floor of the Rotunda (Proposal 2011-18, previously approved by the Supervisors on December 9, 2011) to this classroom, at the request of the Sheltons.

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 Dean Eli Jones, April 19, 2012, with attachments.

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: April 19, 2012

Re: Request to Name classroom #1120 in the Business Education Complex for Denny and Jane Shelton.

After receiving a generous \$200,000 gift from James D. "Denny" and Jane Shelton, a request was sent to name the Recruiters' Lounge on the second floor of the Rotunda to be named for "Denny and Jane Shelton." However, the Shelton's would like to change their request to no longer name the Recruiters' Lounge and to instead name a 20 person graduate classroom, #1120. We respectfully request that classroom #1120 be named for "Denny and Jane Shelton."

The original request is attached for your review. Please let me know if you have any questions or need additional information to consider this request. Thank you in advance for your consideration.



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 Recruiters' Lounge in the Business Education Complex for Denny and Jane Shelton.

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 \$200,000 gift from James D. "Denny" and Jane Shelton.

Mr. Shelton earned a bachelor's in history from LSU in 1975. He is founder of Triad Hospitals in Plano, Texas and served as chairman and CEO until it was sold in July 2007. Under Shelton's leadership, Triad became the third largest healthcare provider in the U.S.

Shelton is currently Chairman of LHP Hospital Group, Inc. He has served on the boards of the Federation of American Hospitals, American Hospital Association, Legacy Hospital Partners, Omnicare Inc., Ventas and Health Coverage Foundation. He was recognized by *Modern Healthcare* as one of the 100 most influential people in healthcare in America.

October 14, 2011
Chancellor Michael Martin
Request to Name the Recruiters' Lounge in the
Business Education Complex for Denny and Jane Shelton

The Sheltons, who reside in Plano, TX, have created the Denny Shelton Diversity Non-Endowed Fellowship to support minority students in the E. J. Ourso College who excel in both academic and philanthropic activities.

Mr. Shelton is a member of the E. J. Ourso Dean's Advisory Council. He was a speaker in the Flores MBA Distinguished Speaker Series in 2005, and in 2008, he was inducted into the college's Hall of Distinction.

The E. J. Ourso College would like to thank Denny and Jane Shelton for their commitment to LSU, its students, and business education through their generous gift of \$200,000 to the Business Education Complex. We respectfully request that the Recruiters' Lounge on the second floor of the Rotunda be named for "Denny and Jane Shelton."

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 APPROVE THE NAMING OF
PORTIONS OF BUILDINGS AT
LOUISIANA STATE UNIVERSITY

To: Members of the Board of Supervisors

Date: December 9, 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 ...

1. Summary of the Matter

The Committee on Naming University Facilities has recommended that portions of the Business Education Complex, the new Championship Plaza outside Tiger Stadium and a portion of the newly renovated LSU Student Union be named after persons to honor their support of LSU.

The following namings are listed in alphabetical order by building listing individuals followed by corporations then foundations.

Business Education Complex Recommended Naming (individuals):

Tom and Lisa Adamek Visiting Executive Office
John and Nancy Barnidge Team Room
John W. Barton, Sr. Interview Room
Carol M. Calkins Office
Deke G. Carbo and Julie E. Rodrigue Office
Sidney N. and Julian R. Carruth Stairway
Sidney N. and Julian R. Carruth Team Room
Ross and Sherry Centanni Pavilion
Robert H. Crosby, Jr. Pavilion
Donald Gauci and Kathryn Woessner Gauci Faculty Office
Lee and Barrie Griffin Reception Area
John C. Hamilton Family IT Technical Storage Repair Bay
James Brady and Mary Turner Harris Conference Room
Joe and Lee Herring Marketing Suite
Michael and Darlene Hillman Workroom
Jerry and Donna Jolly Workroom
Joe and Julie Lancaster Accounting Workroom
William R. Lane-Faculty Lounge
Betty and David Laxton Team Room
Richard N. and Doris D. Lemieux MBA Workroom
J.D. and Patsy R. Lyle PhD Student Meeting Room
Virginia Slaughter Martin Courtyard
Matt and Sherri McKay Department of Information Systems and Decision Sciences Suite
Jake and Mary Nell Netterville & Postlethwaite & Netterville Conference Room
John and Virginia Noland Classroom
A.K. "Peck" Palmer Workroom
Marty and Liane Phillips Classroom
Matthew and Pamela Robinson Team Room
George H. Rome Faculty Office
William W. and Catherine M. Rucks Undergraduate Pavilion and the William W. and Catherine M. Rucks Management Suite
Bart and Diane Schmolke Information Technology Server Room

Stephen and Sheri Scott Workroom
Jerry and Beverly Shea Interview Room
Denny and Jane Shelton Recruiters' Lounge
Jeff and Amie Springmeyer Boardroom
Richard and Linda Sturlese Accounting Suite
Janet and Bobby Theriot Reception Area
Mark and Judy Weaver Ideation Lab
Rick and Holly Wolfert Undergraduate Program Suite
Richard and Elaine Zuschlag Conference Room

LSU Athletics Recommended Naming:
Scott Moran Championship Plaza

LSU Student Union Recommended Naming:
Shirley Plakidas Reception Room

Business Education Complex Recommended Namings (corporations or foundations):
Amedisys Graduate Pavilion
Beauchamp Foundation Conference Room
JP Morgan Chase Entrance Plaza
Lee Michaels Fine Jewelry Office
Luba Workers' Comp Interview Room
Irene and C.B. Pennington Foundation Undergraduate Classroom
Shell Classroom
SSA Consultants Teamroom

2. Fiscal Impact

None

3. Description of the competitive process followed.

None

4. Review of Legal Documents

None

5. Parties of Interest

None

6. Related Transactions

None

7. Conflicts of Interest

None.

ATTACHMENTS

- Due to volume, supporting documents will be found on the Board of Supervisors website located with the Agenda.

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 & Mechanical College does hereby approve the following naming of portions of the Business Education Complex, the new Championship Plaza outside Tiger Stadium and a portion of the newly renovated LSU Student Union be named after persons to honor their support of LSU.

Business Education Complex Recommended Naming (individuals):

Tom and Lisa Adamek Visiting Executive Office
John and Nancy Barnidge Team Room
John W. Barton, Sr. Interview Room
Carol M. Calkins Office
Deke G. Carbo and Julie E. Rodrigue Office
Sidney N. and Julian R. Carruth Stairway
Sidney N. and Julian R. Carruth Team Room
Ross and Sherry Centanni Pavilion
Robert H. Crosby, Jr. Pavilion
Donald Gauci and Kathryn Woessner Gauci Faculty Office
Lee and Barrie Griffin Reception Area
John C. Hamilton Family IT Technical Storage Repair Bay
James Brady and Mary Turner Harris Conference Room
Joe and Lee Herring Marketing Suite
Michael and Darlene Hillman Workroom
Jerry and Donna Jolly Workroom
Joe and Julie Lancaster Accounting Workroom
William R. Lane-Faculty Lounge
Betty and David Laxton Team Room
Richard N. and Doris D. Lemieux MBA Workroom
J.D. and Patsy R. Lyle PhD Student Meeting Room
Virginia Slaughter Martin Courtyard
Matt and Sherri McKay Department of Information Systems and Decision Sciences Suite
Jake and Mary Nell Netterville & Postlethwaite & Netterville Conference Room
John and Virginia Noland Classroom
A.K. "Peck" Palmer Workroom
Marty and Liane Phillips Classroom
Matthew and Pamela Robinson Team Room
George H. Rome Faculty Office
William W. and Catherine M. Rucks Undergraduate Pavilion and the William W. and Catherine M. Rucks Management Suite
Bart and Diane Schmolke Information Technology Server Room
Stephen and Sheri Scott Workroom
Jerry and Beverly Shea Interview Room
Denny and Jane Shelton Recruiters' Lounge
Jeff and Amie Springmeyer Boardroom
Richard and Linda Sturlese Accounting Suite
Janet and Bobby Theriot Reception Area
Mark and Judy Weaver Ideation Lab
Rick and Holly Wolfert Undergraduate Program Suite
Richard and Elaine Zuschlag Conference Room

LSU Athletics Recommended Naming:

Scott Moran Championship Plaza

LSU Student Union Recommended Naming:

Shirley Plakidas Reception Room

Business Education Complex Recommended Namings (corporations or foundations):

Amedisys Graduate Pavilion

Beauchamp Foundation Conference Room

JP Morgan Chase Entrance Plaza

Lee Michaels Fine Jewelry Office

Luba Workers' Comp Interview Room

Irene and C.B. Pennington Foundation Undergraduate Classroom

Shell Classroom

SSA Consultants Teamroom."



**RECOMMENDATION TO NAME THE
LSU SHREVEPORT RED RIVER RESEARCH FACILITY ON
THE OLD RIVER LAKE
THE "ANDERSON WATERSHED RESEARCH STATION"**

To: Members of the Board of Supervisors

Date: June 8, 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 in Shreveport is recommending to name the LSUS Red River Research Facility the "Anderson Watershed Research Station" after the late Mr. Garrett Murphy Anderson for the Anderson family's generosity and unwavering support.

The Red River Watershed Management Institute wishes to honor their generosity by naming the LSUS Red River Research Station after Mr. Anderson who died May 8, 1967.

Water has become an important issue in northwest Louisiana due to potential high usage in the exploration of gas resources in the Haynesville Shale. The Red River Watershed Management Institute has worked toward the goal of minimizing the impact to water resources by working with industry, local government and public representatives to address the needs and concerns of all involved. The Institute has also been involved in monitoring ecological impacts of invasive aquatic plants, like Giant Salvinia and Hydrilla. Researchers are investigating new control measures related to these invasive aquatic plants. The research and public outreach by RRWMI will continue to be an important asset to this region as water issues continue to develop, with the continued industrial usage of our water and expanding encroachment by exotic species.

The Red River Watershed Management Institute is a consortium of LSUS faculty working in cooperation with other universities and professional personnel from local, state, industry and federal government agencies collaborating in research, education and community service/outreach related to watershed management in the area drained by the Red River and its tributaries. Working in partnership with governmental agencies, environmental organizations and other stakeholders, the Institute provides information critical for development resource management strategies focusing on the natural resources and biological diversity within the Red River Watershed. Currently the Institute is based out of the first floor of the LSUS Science Building. Facilities include a GIS Lab, a Watershed Environmental Laboratory and the Red River Education and Research Park, a 585 acre "living Laboratory" adjacent to the campus. The Shreveport city park, C. Bickham Dickson Park, is jointly managed by LSUS and the City of Shreveport as the Red River Education and Research Park, a unique place for wetland research and community park use.

For several years it has been the dream of the Red River Watershed Management Institute to have a lab facility adjacent to the 560 acre C.B. Dickson Lake for use by students in their studies of the lake and the adjacent Red River. The facility provides space for community outreach programs and work space including a laboratory and covered outdoor work area.

The Red River Watershed Management Institute would like to thank the Anderson family for their commitment to LSUS, its students, and education in watershed management through their generous gift of \$100,000 and respectfully requests that the Red River Research Facility be named the "Anderson Watershed Research Station."

ATTACHMENTS

- Memorandum from Chancellor Vincent Marsala
- Memorandum from Paul Sisson, Provost and Vice Chancellor
- News Release of \$100,00 Anderson Oil and Gas Donation

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 an LSUS research facility the "Anderson Watershed Research Station".



May 23, 2012

TO: Acting President William Jenkins
Louisiana State University System

RE: Naming of LSUS Red River Research Facility

I fully support and recommend the naming of the LSUS Red River Research Facility the ANDERSON WATERSHED RESEARCH STATION as recommended by the Director of the Red River Watershed Management Institute, Associate Dean of the College of Arts and Sciences, and the Provost and Vice Chancellor for Academic Affairs.

Sincerely,

Vincent Marsala
Chancellor

May 23, 2012

TO: Acting President William Jenkins
Louisiana State University System

THROUGH: Dr. Vincent Marsala, Chancellor

RE: Naming of LSUS Red River Research Facility

I am pleased to recommend that the LSUS Red River Watershed Management Institute's Field Station be named the ANDERSON WATERSHED RESEARCH STATION in memory of Mr. Garrett Murphy Anderson who died May 8, 1967. The Anderson family through a generous donation of \$100,000 made possible the completion of this facility.

For several years it has been the dream of the Red River Watershed Management Institute to have a lab facility adjacent to the 560 acre C.B. Dickson Lake for use by students in their studies of the lake and the adjacent Red River. This has now become a reality thanks to the generosity of the Anderson family.

Your approval of this request will be sincerely appreciated by our students, faculty and Anderson family.

Sincerely,



Paul Sisson
Provost and Vice Chancellor



Louisiana State University in Shreveport
Office of Media and Public Relations
www.lsus.edu/pr

NEWS RELEASE

For Immediate Release

\$100,000 Anderson Oil and Gas Donation Supports the Red River Watershed Management Institute

LSU Shreveport is pleased to announce the gift of \$100,000 from Anderson Oil and Gas for the Red River Watershed Management Institute. The gift will help complete the development of the Institute's field station facility. The LSUS Red River Watershed Management Institute has planned the construction of the station on university property bordering the oxbow lake, Old River Lake, at the Red River Education and Research Park.

This facility will provide needed space for community outreach programs and work space including a laboratory and a covered outdoor work area. The station will be a regional resource with the Institute working with area schools and Centenary College. The field station is being constructed adjacent to the Institute's state-of-the-art floating Surface Water Analysis and Monitoring Platform (SWAMP), which also functions as a boat dock and outreach venue (provides year round access). The Andersons have also pledged a successive annual gift of \$5,000 to support research programs for the Red River Watershed Management Institute and provide operating funds for the new facility. To honor this generous donation, the new facility will be named the Anderson Watershed Research Station.

Red River Watershed Management Institute Overview

The Red River Watershed Management Institute is a consortium of LSUS faculty working in cooperation with other universities and professional personnel from local, state, industry and federal government agencies collaborating in research, education and community service/outreach related to watershed management in the area drained by the Red River and its tributaries. Working in partnership with government agencies, environmental organizations and other stakeholders, the Institute provides information critical for developing resource management strategies focusing on the natural resources and biological diversity within the Red River Watershed. Currently the Institute is based out of the first floor of the LSUS Science building. Facilities include a GIS lab, a Watershed Environmental Laboratory and the Red River Education and Research Park. The Red River Education and Research Park is a 585-acre "living laboratory" adjacent to the LSUS campus. The

Shreveport city park, C. Bickham Dickson Park, is jointly managed by LSUS and the City of Shreveport as the Red River Education and Research Park, a unique place for wetlands research and community park use.

Red River Watershed Management Institute Research Summary

Water has become an important issue in northwest Louisiana due to potential high usage in the exploration of gas resources in the Haynesville Shale. The Red River Watershed Management Institute has worked toward the goal of minimizing the impact to water resources by working with industry, local government and public representatives to address the needs and concerns of all involved. The Institute has also been involved in monitoring ecological impacts of invasive aquatic plants, like Giant Salvinia and Hydrilla. Researchers are investigating new control measures related to these invasive aquatic plants. The research and public outreach by RRWMI will continue to be an important asset to this region as water issues continue to develop, with the continued industrial usage of our water and expanding encroachment by exotic species.

For more information on the Red River Watershed Management Institute, please visit <http://www.lsus.edu/rwmi/>.

(Attached: Architectural Design from Prevot Design)

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