

AGENDA

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

FRIDAY, JULY 26, 2013

10:00 A.M.

INTEGRATED COMMITTEE MEETINGS

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/>

I. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

Mr. J. Stephen Perry, Chairman

1. LSU Shreveport Commitment Plan Status Report – Year One
-

II. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Mr. Ronald R. Anderson, Chairman

1. Request to approve the FY 2013-2014 expenditure of Carroll W. Feist Legacy Funds for the LSU Health Sciences Center – Shreveport Feist Weiller Cancer Center and to make a determination of acceptable university purpose

2. Request from LSU and A&M College to endow gifts received from the Leon Henderson Estate
 3. Request from LSU and A&M College to establish a restricted account for the Greek assessment fee collected from members of LSU Fraternities and sororities and to establish restricted accounts in departments that collect registration fees from training and academic orientation sessions and continuing education programs
-

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Raymond J. Lasseigne, Chairman

1. Final approval authorizing Louisiana State University Health Sciences Center – New Orleans to issue Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects), in one or more series
 2. Recommendation to approve an Act 959 Construction Project for Re-Roofing the LSU A&M Student Health Center Building
 3. Report on 2013-2014 Capital Outlay Bill
-

IV. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. John F. George, Chairman

1. Update from the LSU Health Care Services Division, LSUHSC-NO, and LSUHSC-S
 2. Recommendation to approve the formation of a Faculty Practice Organization for the LSU Health Sciences Center in Shreveport and to make a determination of acceptable university purpose
-

V. REPORT FROM THE TRANSITION ADVISORY TEAM

Dr. Christel Slaughter, SSA Consultants

VI. AUDIT COMMITTEE

Mr. James W. Moore, Jr., Chairman

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

AGENDA
LSU BOARD OF SUPERVISORS MEETING

1:00 p.m., Friday, July 26, 2013

Mr. Hank Danos, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on June 7, 2013 and the Special Board Meetings held on May 28, 2013 and June 19, 2013
4. Personnel Actions Requiring Board Approval
5. President's Report
6. Reports from the Council of Faculty Advisors and the Council of Staff Advisors
7. Report on Activities of the Board of Regents
8. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
 - B. Report to Board of Supervisors on LSU System Bond Analysis
 - C. 3rd Quarter Audit Summary (Written Report Only)
9. Approval of Consent Agenda Items
 - A. Recommendation to name the Conference Room in the Chemistry and Material Science Building the "Dr. Benjamin Pierre Boussert Conference Room"
 - B. Recommendation to approve branding name of Burden Property on Essen Lane
 - C. Request approval of an exclusive patent and know-how license with PamLab/Nestle at the LSU Agricultural Center
 - D. Request approval for the reauthorization of the Early Intervention Institute at the LSU Health Sciences Center – New Orleans

- E. Request approval of a Post-Baccalaureate Certificate in Construction Management at LSU A&M
 - F. Request approval of an exclusive patent license to Colby Pharmaceutical Company at LSU Health Sciences Center - New Orleans
 - G. Request approval of an exclusive license to Helping Hands Technology, LLC at Pennington Biomedical Research Center
 - H. Request approval of an exclusive patent license between Viridia, Inc./ Viridia, Ltd. at the LSU Agricultural Center
 - I. Request to establish a restricted account at LSU System institutions for the Building Use Fee Authorized by Act 426 of the 2013 Legislative Session
 - J. Resolution to authorize the movement of the prepayment of rent that was to have been made under the BMC lease to the lease to OLOL for the LSU Health Outpatient Surgery Center on Perkins Road
 - K. Approval of a proposal to sell LSU's interest in its Joint Patents and License Agreement with Transgenrx, Inc. to Newco (a company to be formed by W. Martin Svendsen et al)
10. Committee Reports

I. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

Mr. J. Stephen Perry, Chairman

II. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Mr. Ronald R. Anderson, Chairman

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Raymond J. Lasseigne, Chairman

IV. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. John George, Chairman

V. REPORT FROM THE TRANSITION ADVISORY TEAM

11. Chairman's Report

12. 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. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION
COMMITTEE

Mr. J. Stephen Perry, Chair
Mr. R. Blake Chatelain, Vice Chair

Mr. Ronald R. Anderson
Mr. Scott Ballard
Mrs. Ann D. Duplessis
Mr. Raymond J. Lasseigne
Mr. John W. Woodard

AGENDA

1. LSU Shreveport Commitment Plan Status Report – Year One



Office of Academic Affairs Agenda Item #1

LSU SHREVEPORT COMMITMENT PLAN STATUS REPORT – YEAR ONE

To: Members of the Board of Supervisors

Date: July 26, 2013

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

During the 2012 Regular Session of the Legislature, three Resolutions (SR 145, SCR 130, and HR 112) were adopted by the Legislature addressing the importance of the implementation of the Louisiana State University Shreveport Commitment Plan. Each of these Resolutions provided for regular reports to the Legislature on the progress of implementation. The attached document, prepared by Louisiana State University Shreveport, is the second report prepared for submission to the Legislature to comply with the requirements of these Resolutions.

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 approves the submission of the LSU Shreveport Commitment Plan Status Report – Year One to the Louisiana Legislature in compliance with SR 145, SCR 130, and HR 112 of the 2012 Regular Session.

LSU Shreveport Commitment Plan Status Report – Year One

Introduction

The LSU Shreveport Commitment Plan is a wide-ranging plan that calls for coordinated action between units of the LSU System and for improvements in student enrollment and retention at LSU Shreveport. Its implementation requires the inter-institutional cooperation of academic and administrative departments at LSU Shreveport, LSU Health Shreveport, LSU A&M, and the LSU System. This Status Report outlines progress made in the first year of the Plan.

The components of the Commitment Plan fall into five broad categories:

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

The specific components of the Plan vary with regard to criticality, expense, need for inter-departmental coordination, and projected implementation time. Attention in the first year has been focused on the most critical components with greatest implementation costs; these fall primarily into categories 1, 2, 3, and 5 in the list above. The following pages detail progress made in each area.

Table of Contents

New and updated academic programs	page 3
Increased access to online degree programs	page 6
Agreements with regional community colleges	page 7
Enhanced academic experience, increased enrollment, and improved retention	page 8
Appendix A: LSUS @ccelerated	page 11
Appendix B: Office of Multicultural Affairs 2012-13 report	page 16

New and updated academic programs

Five LSU A&M degree programs were chosen as the first to be offered collaboratively between LSU and LSU Shreveport, to provide Shreveport/Bossier citizens broad and rapid access to these new options. These collaborative programs are:

- a. Bachelor of Science in **Petroleum Engineering** (started fall 2012)
- b. Bachelor of Science in **Construction Management** (started fall 2012)
- c. Bachelor of Science in **Sports Administration** (starting fall 2013)
- d. Bachelor of Science in **Human Resource Education** (starting fall 2013)
- e. Bachelor of Arts in **International Studies** (starting fall 2013)

The Bachelor of Science in Petroleum Engineering and Bachelor of Science in Construction Management were implemented in fall 2012. Extensive coordination between faculty and staff of LSU Shreveport and LSU was required in order to meet this deadline. The delivery of significant portions of degree programs from one campus to another requires not only academic coordination but also a high level of cooperation between multiple departments on both campuses, including Admissions, Registrar's Office, Accounting, Financial Aid, Student Affairs, and Information Technology.

Beginning in spring 2012, visits by LSU faculty and administrators to LSUS, and corresponding visits by LSUS faculty and administrators to LSU, facilitated the drafting of the initial articulation agreements and processes. Subsequent visits and conference calls continued throughout the summer of 2012, leading to a signed Memorandum of Understanding (dated 7 September 2012) outlining the general guidelines for cross-enrollment in degree programs between LSU and LSUS. In addition, an online version of the LSU course "Introduction to Petroleum Engineering" was developed by LSU faculty under the guidance of LSUS staff in the Office of Online Learning. Both the MOU and the new course were completed in time to register students at LSUS in PETE 1010 in fall 2012, as anticipated by the Plan.

LSU and LSUS faculty and administrators have also completed the first draft of the complete program models for the Petroleum Engineering and Construction Management degrees, incorporating the desired mixture of on-site LSUS courses, transferable courses from nearby Bossier Parish Community College, and LSU courses to be delivered either remotely by LSU faculty or on-site by LSU-approved adjunct faculty.

The Bachelor of Science in Petroleum Engineering program has required the most effort in terms of development and has also generated the greatest level of enthusiasm in the Shreveport/Bossier region. LSU faculty and administrators are to be commended for their high degree of commitment to this offering, and a few further details of its implementation deserve mention in this status report. For the fall 2012 semester, 28 students at LSUS registered as PETE majors, and 24 registered in the PETE 1010 class (the remainder enrolled in other freshman-level classes in the degree). By spring 2013, the number of PETE majors at LSUS had grown to 35 students.

Industry professionals in the region are extremely supportive of the move to offer the PETE degree at LSUS, and have made commitments of financial support. Private entities such as the Noel Foundation, Inc., designated \$50,000.00 for the purchase of an eBook collection from Springer Publication, a noted publisher for engineering, science and medicine. This new donation provided for the acquisition of volumes from 2005 to 2012, incorporating about 30,000 titles and the purchase of 1,800 journal titles for use by LSUS students and faculty.

All programs envisioned by the Commitment Plan have demonstrated extensive statewide collaboration among the LSU System, LSU A&M and LSU in Shreveport. Stakeholders from each of these entities met in October, 2012, at LSU Shreveport's campus to update the Board of Regents on the progress of the Commitment Plan. In February 2013, an Open House community event was held at LSU Shreveport to introduce the objectives of the Commitment Plan to a wider audience; more than 70 people from the Shreveport/Bossier community attended, and LSUS faculty and staff were joined by 8 LSU administrators and faculty. In order to support the continued growth of the LSU degree programs offered at LSUS, in late spring 2013, LSU A&M committed funds to the LSU Shreveport Commitment Plan.

The Commitment Plan also calls for new degrees and certificates to be developed by LSUS and submitted for approval. In May 2013, a significant milestone in the history of LSUS was marked by the Board of Regents' approval of the proposed **Doctor of Education in Leadership Studies**, the first doctoral-level degree program at LSU Shreveport. The next and final step in the implementation of this program is approval of a Level Change for LSU Shreveport by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

The Level Change submission entailing a comprehensive review of the faculty and facilities of a campus, and the next scheduled date for a Level Change request is September 2013. LSUS is currently completing the required documentation and will submit it on schedule in September; a report on the submission by SACSCOC will be received in December, 2013. The LSU System will be providing significant resources in support of this Level Change submission, including the services of an institutional accreditation consultant to assist in the final stages of the preparation. Subject to a favorable review, LSUS will admit its first Ed.D. cohort in January, 2014. Already, 169 residents of Shreveport/Bossier have begun the application process for the new Ed.D. program.

The following list summarizes the status of the development and approval of other new programs.

- a. The proposal for a **Bachelor of Fine Arts in Digital Media** has been approved by the Board of Regents and is now active.

- b. The Letter of Intent for a **Master of History** has been approved by the LSU Board of Supervisors and has been submitted to the Board of Regents.
- c. A **Certificate in Digital Media** program has been fully developed and began in January, 2013.

Increased access to online degree programs

LSU Shreveport has joined with Academic Partnerships, a well-established firm with a substantial record of marketing public university degree programs, to develop online formats for several existing degrees. The first degree offered is the LSUS **Master of Education in Curriculum and Instruction**, with a choice of three areas of emphasis (General, Reading, and ESL). The first cohort in the redesigned online program was admitted in June 2013, roughly doubling total enrollment in the program from 20 to 42 students. A second cohort will be admitted in October 2013, with an expected total enrollment at that time of approximately 60 students.

Beginning in late spring 2013, LSUS began working with Academic Partnerships in exploring the potential to redesign two other existing graduate degrees. Based upon this extensive analysis, including demonstrated potential for significant growth in enrollment, LSUS and Academic Partnerships have commenced plans to add online versions of both the **Master of Business Administration** and **Master of Science in Computer Systems Technology**. These two online programs will allow LSUS to better serve the larger community of Northwest Louisiana.

LSU A&M provided significant assistance by helping LSU Shreveport with approval by the Office of Contractual Review of the contract with Academic Partnerships. In consultation with LSU A&M, LSU Shreveport was able to leverage LSU's existing contract to gain state authorization and contract approval for Academic Partnerships.

All LSUS faculty teaching online are trained and certified through the LSUS Office for Online Learning, ensuring quality of course content and service to online students. In addition, extensive new business practices at LSUS in Admissions, Records, Financial Aid, Accounting, and Information Technology have been developed and implemented to support the expanded and innovative online degree offerings.

Agreements with regional community colleges

LSU Shreveport and Bossier Parish Community College (BPCC) have established the LSUS Outreach Office on the BPCC campus, which opened in September 2012. LSUS faculty and staff in the office guide BPCC students in preparing to transition to a four-year degree program. This new office has received considerable attention from BPCC students, and Media/internet coverage has also been positive.

LSUS and BPCC administrators and staff met during the spring 2013 semester to develop an initiative called BPCC@LSUS, which will launch in fall 2013. Operationally, BPCC@LSUS consists of an office on the LSUS campus staffed by two BPCC

employees. This collaborative program is designed to further expand the pipeline of students advancing from the Associate degree to the Baccalaureate degree level. Students who apply for admission to LSUS, but do not meet eligibility criteria, will be offered the opportunity to take classes earning BPCC credit on the LSUS campus, and will be able to fully participate in LSUS student activities and use LSUS facilities. Students enrolled in BPCC@LSUS will be able to seamlessly transfer to LSUS at the appropriate stage in their academic progress.

Enhanced academic experience, increased enrollment, and improved retention

In response to the request by current and potential students for increased access to classes and flexibility in course scheduling, LSUS has developed an initiative called “LSUS @ccelerated.” The planning and design of this new initiative began in early spring 2013, with trial implementation beginning in fall 2013. LSUS @ccelerated has, at its core, an abbreviated academic calendar based on 8-week terms, with two such terms in the fall, two in the spring, and one in the summer. This format responds to the following community needs:

- The ability to take a smaller number of classes at any one time, and to receive course material in a more focused, compressed and efficient manner;
- The option to be able to complete a degree program more quickly;
- The ability to retake classes sooner, if necessary, in order to improve chances to retain financial aid.

A more detailed analysis of the benefits of LSUS @ccelerated is included in Appendix A.

LSUS expanded the operation of its Office of Multicultural Affairs (OMA) in 2012-13 with an increased budget. A classroom was dedicated to the activities of the OMA and Black Student Association, outreach was increased through Social Media presence, and a year-long series of student success seminars was organized. The 2012-13 report of the activities of the OMA is included in Appendix B.

All LSUS students, both entering and continuing, are required to be advised by a faculty advisor and entering students are enrolled into their chosen degree program upon acceptance. All degree programs are enhanced with accompanying academic student organizations, internship opportunities, and professional service components, as appropriate. Alumni are engaged as both potential supervisors of interns and as sources of introduction to business leaders in the region.

LSUS has worked diligently to provide students every opportunity to be successful in their class work. With the understanding that first-time freshmen do not have a good grasp of the expected level of college course-work, instructors of 100 and 200 level courses are required to enter 4-week grades for all students. At that time, students receiving a D or an F in a course, and their advisors, are notified via email. The advisor is required to communicate with the student to discuss strategies that will lead to improving the course grade. Instructors of the freshman seminar class have their students

complete the online Steps to Success tool prior to the 4-week point in the semester, and this information assists advisors in helping students develop academic success strategies.

In addition to the 4-week grades, the institution has greatly improved its training and accessibility to advising. The advising process has embraced a more holistic approach and incorporates discussions of time-management, best practices for financial aid, and campus involvement, in addition to class scheduling. Based on information supplied by students in a recent advising survey, the LSUS Advising Committee, updated the advising website to reflect the areas where students indicated the highest interest in gathering more information.

Student mentoring programs have been organized through both the School of Business and the Student Development and Counseling Center. Students in upper-level Business courses met with students enrolled in the Freshman Seminar courses to mentor them through their first semester of college life. Useful findings were collected on the persistence of these students who were mentored through this program. It was discovered that the retention rate for these students was significantly higher than the rate in previous years where no mentoring program existed. Students on scholarship are required to meet with a student mentor that has been trained through the Early Alert Referral System (EARS) program. Retention of this subset of students is far higher than the overall retention of freshmen students. However, this may be expected because students on scholarship are generally more academically prepared for college.

In order to encourage student persistence, a Coordinator of Student Outreach was appointed. The Coordinator has the following specific duties:

- Hire faculty and staff who have the knowledge to assist with student problems to call students during certain times of the year.
- Work with IT Services to develop a list of students that have not registered after the official registration period.
- Disburse the list of students and phone numbers to the faculty/staff willing to call.
- Have the faculty/staff group call all students after the completion of the official registration period, and after the December Graduation but prior to the start of the Spring. For the Spring to Fall semester, the same method will be used to encourage students to sign-up for classes. The Faculty/Staff group will call all students that have not registered after the official Spring registration period, once over the summer, and again prior to the start of the fall semester.
- Collate all the data from each calling session so that students who are transferring or students that are not re-enrolling are not unnecessarily called again. In addition, the Coordinator will send any student issues to the appropriate department and follow-up with the department to ensure the problem has been resolved.
- Collect data on the number of students not re-enrolling and identify the major issues for non-returners.
- Report to the Chancellor's Executive Team as to the main issues hindering student persistence at LSUS.

The availability of tutors in the Math Lab and Student Writing Center has been expanded to enable an increased level of support for students. In addition to traditional on-site services, video-conferencing software will now facilitate tutoring sessions, providing a “face-to-face” experience which is a critical component for both math and writing guidance.

In the article “Student Service Expenditures Matter,” Ehrenberg and Webber (2010) used a sample of four-year colleges and universities to gather data on institutional expenditures related to student support and its effect on graduation and retention rates. They found that at economically disadvantaged institutions, increased expenditures on student services had a direct influence on student success rates. With that research in mind, LSUS used the following tools to develop a plan to assess and improve the student experience:

- Noel Levitz Student Satisfaction Survey. The institution had not recently collected data from its students regarding their satisfaction levels related to campus services and therefore could only make educated guesses at areas of weakness. This survey was administered in the fall 2012 semester and the results were encouraging. Students were asked to indicate the level of importance they assigned to certain aspects of college life and then rate these areas on their personal level of satisfaction. Overall the student population was satisfied with the services offered and had a higher satisfaction than the national norm of similar institutions in the following areas:
 - Academic Advising
 - Instructional Effectiveness
 - Safety and Security
 - Registration Effectiveness
 - Recruitment and Financial Aid
 - Concern for the Individual
 - Student Centeredness
 - Service Excellence
 - Campus Life

Overwhelmingly, students indicated that if they had to “do it all over again” they would enroll at LSUS.

Appendix A: LSUS @ccelerated

Frequently Asked Questions:

What is LSUS @ccelerated?

LSUS @ccelerated is a new delivery method for offering classes in a more flexible format for students. Instead of offering a Fall and Spring comprised of 16-week semesters, this new option will allow students to take classes during the Fall and Spring semesters in an 8-week accelerated format.

LSU Shreveport will be offering about 10% of its classes in this new format in the Fall of 2013. If we receive positive feedback from students about their experiences, then we will expand offerings campus-wide in the Fall of 2014.

Why is LSUS considering going to this format?

LSU Shreveport has offered classes in 8-week and even 4-week terms for years in the summer. We have heard increasing demands from students for additional opportunities in the Fall and Spring semesters. With this format, we are responding to two different kinds of requests over the years.

First, for students who are focused on completing their degrees as rapidly as possible, an accelerated format will allow them to finish more quickly. If a student takes three classes per term, he or she will complete 12 classes in a year: Fall Term A (3 classes), Fall Term B (3 classes), Spring Term A (3 classes), Spring Term B (3 classes). If this is done each year for three years, 36 classes will be completed, and most of the degrees at LSUS are completed with 40 classes. If such a student takes a few summer courses and/or brings a few hours in dual enrollment to LSU Shreveport, the entire “four year degree” can be achieved in just three years. This will allow for minimal indebtedness and rapid entry into the workforce.

If a student wishes to take just 2 classes per term in the Fall and Spring (12 hours a semester), he or she can pick up 2 classes in each of the four-week summer terms and still complete 36 classes in three years.

Second, this new format will also be beneficial for another group of students. If a student struggles in a class during the first 8-week term, he or she will be able to drop that class and pick up another one when the second 8-week term begins later in the semester. Such possibilities will allow greater flexibility for students who are required to be enrolled full time at 12 hours a semester.

Who benefits from this new schedule?

Students who:

- Want to complete a college degree rapidly.
- Want to double major and still finish a degree in four years.
- Find a focused and compressed course format more effective for learning. Many students are more successful in the focused 8-week format and when taking a smaller number of classes at any one time.
- Have jobs that are seasonal in nature and want to focus their semester during different points of the year. For example, a student who has a job that gets

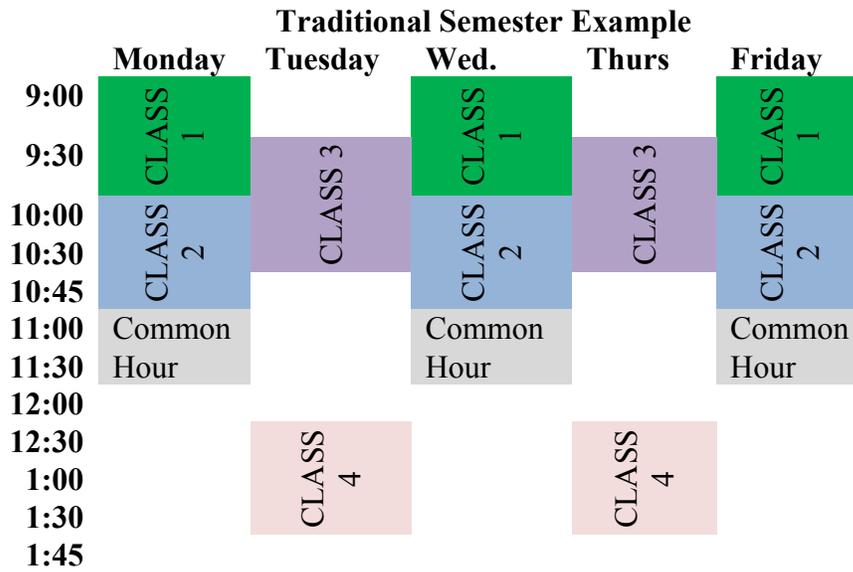
especially busy in November and December might elect to take three courses in Fall A and only one in Fall B.

- Have expected life events that occur well into the semester (a job transfer, a marriage, a birth). Such students will be able to take an 8-week course rather than skipping an entire 16-week semester.
- Want to spread their book purchases over the beginning of two terms rather than purchasing all of their books at the beginning of the 16-week semester.
- Want to take certain classes in one semester. For example, some areas such as foreign languages or math are best taken closely together in time.
- Want to take a requisite sequence in one semester: e.g. English 105 (Composition I) and English 115 (Composition II).

How does this new format compare to the current 16-week semester?

There will be fewer classes per term, and each period will be longer. Instead of taking 4 classes at a time for a 12 credit hour load, a student would take 2 classes per term. Each class will be 300 minutes per week. A MWF class would be 1 hour and 40 minutes long and meet three times per week. A TR class would be 2 hours and 30 minutes in length and meet twice per week.

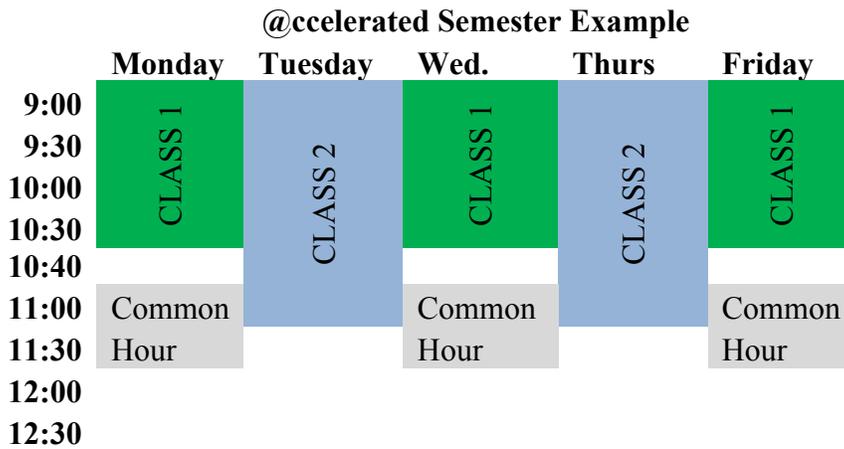
For comparison, consider a student taking 15 hours in the current format, with one being an online class. The schedule might look something like this:



ONLINE COURSE ON YOUR SCHEDULE

15 hrs per semester

Under the proposed model, the same student could take three classes in the first 8-week term followed by another three classes in the second 8-week term for a total of 18 hours.



ONLINE COURSE ON YOUR SCHEDULE

9 hrs per term = 18 hrs per semester

Isn't this the same thing as the quarter system?

Although both systems offer courses over a compressed period of time, the @ccelerated format is different from the quarter system in several important ways.

- The quarter system offers courses over a 10-week period, while the @ccelerated format is only 8 weeks.
- The quarter system offers classes in four distinct terms that do not fit in well with transferring to or from other institutions – they start before or end after the normal semester system. Since we serve many students who transfer to LSU Shreveport, we want to make that transfer process as easy as possible and thus are keeping the Fall, Spring, and Summer semesters.
- Once a quarter has begun, students must stick with their courses for the length of the 10-week quarter. In the @ccelerated model, students can drop a class in term A and pick up a new course in term B.

How will night classes be affected by this format?

Night classes will have several options. One option is to meet once a week face to face and then have a significant online component to the class (a hybrid model). Another option is to have the classes meet twice a week for 8 weeks.

Will all classes be going to this format?

No, not all classes. If student response is positive to this new format, then most classes will operate on an 8-week term in the Fall of 2014. Some classes may be unable to be offered in this compressed format and will be split across two 8-week terms.

How will this affect the summer schedule?

At this point, the summer schedule will remain the same: an 8-week long semester divided into two 4-week terms.

How will classes in this new format fit into work schedules?

This new approach should offer students equal or greater flexibility to take classes in ways that best fit their schedules.

Will we have more online options in this new format?

In an attempt to meet the needs of our students for increased scheduling flexibility, LSU Shreveport is offering more online courses than ever before. We anticipate that this format will allow more classes to be offered in both the hybrid and 100% online format.

How will this affect financial aid?

LSU Shreveport Financial Aid has worked very hard to make sure that this delivery method will not adversely affect student financial aid.

How will the @ccelerated format impact my plans to transfer from or to another institution?

This new format fits in well with students who are planning to transfer from or to another institution. Since we are keeping the underlying traditional semester format, students will be able to transfer both to and from LSU Shreveport as they always have done.

Will this new format make my classes more difficult?

The format will not affect expected outcomes for classes. Just like summer terms and online classes, we will be offering courses in a variety of delivery methods in order to meet the different needs of our students. We are not changing the content of the classes.

Will this have an impact on breaks?

We will still offer Spring Break and the normal variety of various holiday breaks. For the Spring semester, there will be a week break between the 8-week semesters.

Is this related to LSU 2015?

LSU 2015 was initiated by the LSU Board of Supervisors and is unrelated to LSUS @ccelerated. We have had discussions with the LSU System and they are very interested to see how this approach might offer an area of distinction for LSU Shreveport. For more information, see the [LSU 2015 website](#).

Appendix B: Office of Multicultural Affairs 2012-13 Report

MINORITY RETENTION REPORT 2012-2013

SUBMITTED BY: DR. KENNA MORGAN FRANKLIN

The following reflected activities engaged in from October 2012- January 16, 2013.

- Dr. Franklin and BSA students painted the new room designated for the Office of Multicultural Affairs. (Lunch was provided for students)
- Use of Room 407 for BSA meetings and started to develop as a Minority Student Resource Center
- Motivational Message rendered to students on November 26, 2012 by Professor Clifford Collins- SUSLA and Rev. Theron Jackson- Community Leader October 22, 2012
- We participated in LSU-S Pilot Day Activities and the LSU/ Alabama Tailgate Party by gathering socially and sold lumpia.
- BSA held a Movie Night at the University Court Apartment's clubhouse (pizza served)
- A social media campaign to attract and monitor communications with minority students
- constructed a Facebook page for BSA
- organized an email directory for members of BSA
- sent invitations for events to members of BSA
- sent emails with words of encouragement to all registered BSA students for each day of Final Exams
- Set-up student mentors to assist with tutoring and simulated learning
- Hosted a Final Exam Rally (refreshments served) (program attached)
- High School students from Captain Shreve were invited and attended BSA students volunteered at Learning Carnival held at J.S. Clark Elementary School
- Dr. Franklin and BSA students attended "Beyond Galilee" documentary at the Robinson Film Center
- Will host a Chit, Chat, and Chew on Wednesday, January 16, 2013 to welcome students back and present an overview of activities and scheduled events (See attached BSA calendar)
- Scheduled business meeting to iron out payment procedures for student mentors for Spring 2013
- Requested (waiting to receive) list of minority students and their academic status

The Office of Multicultural Affairs has been involved in the following activities/events from the time span of January 17, 2013 to April 9, 2013.

- Attended the African-American Chamber of Commerce Banquet
- Attended Wiley College's Ethical Leadership Conference in Marshall, Texas
- Affiliated with the national efforts of America Saves. This group teaches financial literacy. The members of LSUS' Black Studies Association joined as a student group and sponsored an informative lecture by a local representative- Ms. Donnita Rogers
- Sponsored a lecture on "Good Health", presented by Dr. Llaila Afrika- a master health consultant/author.
- Planned and executed a Multicultural Wedding in Sociology 255- Marriage and Family class that the entire student body was invited to attend. Held on March 26, 2013- third floor of the Noel Memorial Library. This event featured the traditions of seven cultures around the world. Over eighty students participated or attended. This event reflects the culmination of research projects and expert interviews. A video is being prepared.
- Sent container of peppermints to two local schools as a sign of encouragement during exam period. The caption attached, "You are _____ to be Successful". This is part of our Pipeline Project.
- Attended the 11th Annual Conference of the National Institute for the Study of Transfer Students in Frisco, Texas. Most notable were the sessions on Increasing Minority Student Transfer: From Research to Practice, and the Keynote Address on "The Promise of the Transfer Pathway", presented by Stephen J. Handel and Ronald A. Williams of The College Board.
- The bulk of time and attention has been focused on implementing a peer tutoring project that offered academic support to any student having difficulty in any subject. Over eighty letters were emailed and posters were strategically placed in high traffic areas. We had a very low response rate of help request, but featured great success rates with those who sought the resource center's help.
- Participation in the Walk for Humanity as a collaborative service project with students from Centenary College, and Southern University at Shreveport.
- Regular book club meetings and continuation of our Motivational Meetings
- Preparation for our celebration program honoring minority graduates

II. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Mr. Ronald R. Anderson, Chair

Mr. Scott Ballard, Vice Chair

Mr. Scott A. Angelle

Mrs. Ann D. Duplessis

Dr. John F. George

Mr. Stanley J. Jacobs

Mr. Jack E. Lawton, Jr.

Mr. Lee Mallett

Mr. James W. Moore, Jr.

AGENDA

1. Request to approve the FY 2013-2014 expenditure of Carroll W. Feist Legacy Funds for the LSU Health Sciences Center – Shreveport Feist Weiller Cancer Center and to make a determination of acceptable university purpose
2. Request from LSU and A&M College to endow gifts received from the Leon Henderson Estate
3. Request from LSU and A&M College to establish a restricted account for the Greek assessment fee collected from members of LSU Fraternities and sororities and to establish restricted accounts in departments that collect registration fees from training and academic orientation sessions and continuing education programs



Request to Approve the FY 2013-2014 Expenditure of Carroll W. Feist Legacy Funds for the LSU Health Sciences Center – Shreveport Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose

To: Members of the Board of Supervisors

Date: July 26, 2013

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.

Required by the terms of a court order and agreement, and the Uniform Affiliation Agreement for Foundations and support organizations.

2. Summary of the Matter

The Feist-Weiller Cancer Center is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$3,841,000 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Cancer Center. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport, a budget is required for the expenditure of Legacy Account funds with the budget to be initially approved by the LSU HSC – S Chancellor and then approved by the LSU System President. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

The campus suggests that the requested expenditure of funds will help strategic initiatives of the Cancer Center in the area of Translational Research, Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, Research Infrastructure, and enhanced support for clinical research appear as well as funding for expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital expenditures must be found to have a university, rather than foundation, purpose.

3. Review of Business Plan

The total budget request is for \$3,841,000. The requested funds would be drawn from CFeist Legacy earnings during FY 2013-2014 and would not require any additional State General Fund Support above the current levels. In addition, the CFeist principal would remain intact.

A summary of the Budget Request follows with more detailed information included as Attachment A.

Programs in Translational Research:	\$325,000
Innovative North Louisiana Experimental Therapeutics (INLET)	\$200,000
Natural Products Focus Group (NPFPG)	\$ 25,000
Gene Expression/DNA Repair Focus Group (GEDRFG)	\$ 25,000
Breast Cancer Focus Group (BCFG)	\$ 25,000
Viral Oncology Program	\$ 25,000
Upper Aerodigestive Focus Group (UAFG)	\$ 25,000
Intramural Stipend and Grant Support:	\$151,000
Visiting Scientist Program	\$ 50,000
Program Infrastructure:	\$625,000
Cancer Tissue Procurement Lab	\$ 25,000
Histology Core Lab	\$ 25,000
Cancer Clinical Trials Research Office	\$275,000
Equipment Maintenance and Replacement	\$100,000
Faculty and Trainee Research Support	\$200,000
Seed Packages:	\$400,000
Dr. Jason Bodily	\$ 50,000
Dr. Rodney Shackelford	\$ 50,000
Dr. Hazem El-Osta	\$150,000
TBD	\$150,000
Cancer Genome Sequencing Core Research Lab:	\$250,000
Expansion of the LSU Hospital Cancer Program:	\$500,000
Purchase New Gamma Knife:	\$900,000
Bioinformatics and Health Information Technology Research Facility:	\$140,000
Special Seed Package Request:	\$500,000
Total Budget Requested	<u>\$3,841,000</u>

4. Review of Documents Related to Referenced Matter

As noted in a March 2009 memorandum from the LSU System Office of General Counsel to the FWCC:

“Carroll Feist’s will left a generous donation for the benefit of the cancer center, but the identification of the specific entity (LSU or the Foundation) to which he intended to donate the funds was not clearly established. To responsibly resolve issues which may have been raised by this vagueness, LSU and the HSC – S Foundation entered into a Second Addendum to the original Affiliation Agreement to establish the control over those funds and the procedures which would be followed to use those funds for the benefit of the cancer center. The central goal was to maintain the level of responsibility and accountability that should reasonably be expected of state funds, were they deemed to be that, and, at the same time, reasonable flexibility of the funds by the use of a non-state LSU-affiliated foundation.”

The memorandum further mentioned that the Second Addendum is clear on the process to be followed for approval of budgets and major purchases. Paragraph 9 provides that the Foundation “may spend income of the CFeist Legacy Account up to a cumulative maximum in any one fiscal year, of \$1,000,000.00 with the prior approval of the Chancellor of LSUHSC-S and the President of the LSU System, which approval shall be deemed to have been given by the President if spent pursuant to a budget which has received the prior approval of the President. **Expenditures of income in excess of \$1,000,000.00 in any one fiscal year require the consent of the LSU Board of Supervisors**”.

5. Other

The competitive process for expending funds for goods and services in excess of \$25,000 as required in Paragraph 7 of the Second Affiliation agreement was approved by Board action on October 27, 2006. The process provides for a streamlined approach for acquisitions requiring only written bids or RFPs.

ATTACHMENTS:

- (A) Letter from Dr. Glen Mills, Director of the Cancer Center with approvals from Chancellor Barish, LSU HSC S and Rita Hummingbird, LSU Health Sciences Foundation in Shreveport

RECOMMENDATION(s)

It is 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 (a) approve the budget request of \$3,841,000 as reflected in Attachment A from the CFeist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.



Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

RECEIVED
 JUN 11 2013

05/28/13

To: Robert A. Barish, MD
 Chancellor, LSUHSC-Shreveport

From: Glenn M. Mills, MD
 Director, Feist-Weiller Cancer Center

A handwritten signature in black ink, appearing to be "G. Mills".

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2013-2014

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University.

The following is our budget request for the fiscal year 2013-2014

The budget request will provide support for the Programs in Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs and expansion of space/equipment for patient related research efforts. A detailed explanation of the budget items follows the budget summary.

Summary of Budget Request

1. Programs in Translational Research	\$325,000
INLET:	\$200,000
NPGF:	\$25,000
GEDFRG:	\$25,000
BCFG:	\$25,000
Viral Oncology:	\$25,000
UAFG	\$25,000
2. Intramural Stipend and Grant Support:	\$151,000
3. Visiting Scientist program	\$50,000
4. Infrastructure:	\$625,000
Cancer Tissue procurement Lab	\$25,000
Histology Core Lab	\$25,000
Cancer Clinical trials research office	\$275,000
Equipment maintenance and replacement	\$100,000

Faculty and Trainee research support	\$200,000
5. Seed Packages	\$400,000
Dr. Jason Bodily	\$50,000
Dr. Rodney Shackelford	\$50,000
Dr. Hazem El-Osta	\$150,000
TBD	\$150,000
6. Cancer Genome Sequencing Core Research Lab:	\$250,000
7. Expansion of the LSU Hospital cancer program:	\$500,000
8. Purchase new gamma knife:	\$900,000
9. Bioinformatics and HIT Core Research Facility:	\$140,000
10. Special Seed package request:	\$500,000
<u>Total Budget Requested:</u>	\$3,841,000

Details of Budget Request

1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$325,000

The Cancer Center has three Research Divisions: Basic and Translational Cancer Research, Clinical Cancer Research, and Cancer Control and Prevention. Within the Division of Basic and Translational Cancer Research there are three Programs: Tumor Virology, Cancer Cell Biology, and Translational Cancer Research. In the Cancer Cell Biology Program, we have added two new focus groups named the Gene Expression and DNA Repair Focus Group and the Natural Products Focus Group. Within the Program in Translational Cancer Research there are two focus groups that comprise a mix of basic and clinical scientists who apply their combined skills to do research directly applicable to clinical cancer problems. These focus groups are the Breast Cancer Focus Group (BCFG) under the direction of Dr. Heather Kleiner, and the Upper Aerodigestive Cancer Focus Group (UADCG) under the direction of Dr. Cherie-Ann Nathan. Much of the research of these focus groups is aided by the Innovative North Louisiana Experimental Therapeutics Program (INLET), established by the FWCC to facilitate cancer drug discovery and development directed by Dr. Jim Cardelli.

A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (INLET): Request \$200,000

The Feist-Weiller Cancer Center's (FWCC) **INLET PROGRAM**, formerly the CECaT program located in Shreveport, consists of a multi-institutional partnership between Louisiana State University Health in Shreveport (LSUH-S) and a variety of Louisiana Universities, including Louisiana State University Shreveport (LSUS), University of Louisiana at Monroe (ULM), Louisiana University of Technology (LaTech), University of New Orleans (UNO), and Louisiana State University Health Science Center in New

Orleans (LSUHSC-NO). INLET has also partnered with the Southern Research Institute (SRI), a not-for-profit scientific research organization in Birmingham, Alabama, who has a history of the development, patenting and use of a wide assortment of drugs.

The primary mission of INLET is focused on drug repurposing. The goal of INLET is to discover and utilize drugs that are used to treat one human disease and reposition them to treat other diseases in humans including (but not limited to): cancer, diabetes, fungal infection and neurological disorders. The INLET mission also involves: 1) aiding researchers in acquiring federal grants involving drug discovery, 2) discovering, developing and commercializing drugs to treat human disease and 3) subsequently increasing economic development primarily along the I-20 corridor.

Repositioning drugs is a timely, cost effective trend in drug development, which can ultimately lead to new patents to replace expired ones, as well as lowering time to market, risks and investment costs necessary to commercialize a drug to treat a new indication. Each INLET partner brings a unique skill set which drives INLET'S progress. These skills include business plan development (LSU-S), medicinal chemistry (ULM, UNO, SRI), toxicology (ULM, SRI), nanotechnology (LaTech) and drug formulation approaches (ULM, SRI). INLET at LSUH-S is focused on drug screening assay development, drug screening, drug design and delivery, and a variety of *in vitro* and *in vivo* models of cancer. The INLET drug screening center is equipped with liquid handlers, robotic screening devices and high content, real time screening/assay platforms not found anywhere in the state (Cellomics and the Essen Bioscience Incucyte). We also have a number of proprietary and reposition compound libraries available for screening. Research performed by INLET is supported primarily by the FWCC, Federal grant-based funds, contracts and company-sponsored research funds. INLET is also developing ties with business experts and pharmaceutical companies to aid in discovering and moving drugs from the discovery phase through commercialization. The long-range goals of the INLET are to generate a self-sustaining revenue stream and to foster translational research throughout Louisiana.

Accomplishments of the INLET Program this past year:

- Developed a number of new sophisticated high through-put screens (some of which have patents pending);
- Increased our Involvement to over ten different drug discovery and development research projects primarily in cancer research;
- Supported research leading to five grants being awarded to investigators at three state universities totaling over \$3 Million. and have submitted (or been included) as a core for 6 pending grants totaling over \$6 Million;
- Secured a patent on an anti-cancer drug which inhibits metastasis in animal models;
- Partnered with ULM, UNO, LSUHSC-NO, LSU-S, LaTech and SRI to help in the development of a drug pipeline through the sharing of crucial skill sets necessary for INLET's success
- Acquired the most sophisticated imaging-based screening and assay platforms in State of Louisiana.
- Maintains the most extensive set of chemical libraries in the State of Louisiana, including the development of the "First in Louisiana" chemical library consisting of compounds made by Louisiana chemists.
- Plans for the spinoff at least one startup company in 2013.

- Generated a business plan with a diverse menu to generate a sustainable revenue source from partners outside of LSUH and FWCC.
- Developing a web site to attract business inside and outside of Louisiana

Based on our progress, business plans and increased staff, this year we request a total of \$200,000 to support personnel, defray equipment cost, purchase supplies, purchase drug libraries, purchase computer hardware to store data and underwrite projects with a high probability of leading to extramural funding, licensing possibilities and/or to the commercialization of a treatment that could be used in the clinic.

B. Support for the FWCC Research Programs: Breast Cancer Focus Group, Upper Aerodigestive Focus Group, Gene Expression and DNA Repair Focus Group, Natural Products Focus Group and the Viral Oncology Program: Request \$125,000

These five groups contain scientists from both clinical and basic science departments who have facilitated the development of cancer translational research approaches in a multi-disciplinary fashion. We request **\$125,000** for these groups (\$25,000 each). These monies will be used to support needs as determined by the focus group leaders.

Natural Products Focus Group (NPFG): Multiple FWCC faculty are investigating the efficacy of natural products as cancer therapeutics and/or chemopreventive agents. For instance, Dr. Cherie-Ann Nathan has been investigating the turmeric spice, curcumin, as an anti-cancer agent in head and neck cancer. Two other laboratories (Dr. Jun Chung and Shile Huang) are exploring the molecular mechanisms by which curcumin works as an anti-cancer agent. Dr. Jim Cardelli, Professor of Microbiology and Immunology, has developed several natural products including several polyphenol agents that appear effective in several pre-clinical and clinical trials. Dr. Heather Kleiner, Associate Professor of Pharmacology, has demonstrated the efficacy of natural products from ginger and citrus as chemopreventive agents in a model of breast cancer. Because of these successes, Dr. Shile Huang has been appointed leader of the NEW NPFG to further study the mechanisms of action of phytochemicals and to pursue attempts at commercialization. Part of the INLET budget will be used to fund natural product-based research needed to obtain critical preliminary data that can be used to apply for NCI grants and to start clinical trials of these agents.

Breast Cancer Focus Group: The BCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of breast cancer. Dr. Benjamin D.L. Li and other clinicians guide the group in terms of clinical importance. Dr. Arrigo De Benedetti researches DNA repair and other enzymes that cause breast cancer to become resistant to chemotherapy/radiotherapy. Dr. J. Michael Mathis uses innovative live animal imaging approaches to characterize tumors as they progress. Dr. Heather Kleiner has utilized a 3-dimensional breast cancer cell culture model to identify factors that cause progression of breast cancer as potential therapeutic targets. Her focus is on natural products that can either be used to prevent cancer or as an adjunct to traditional chemotherapy. Jun Chung collaborates with Dr. Kleiner utilizing this model and in vivo models of breast cancer. Dr. Kevin Pruitt

analyzes epigenetic mechanisms of breast cancer progression as both a risk factor and potential therapeutic target. Some of the factors that the group is jointly analyzing include Rad9 and tousel-like kinase (DNA repair), Sirtuins (epigenetics), CXCR4 and ARRDC3 (tumor progression), EGFR, and Nrf2 (antioxidant defense). Dr. Chaudhery provides histopathological advice, and Drs. Jerry McLarty and Runhua Shi assist in statistical analyses. Dr. Elysse Orchard offers insight into animal models of breast cancer progression, in conjunction with Dr. Kleiner. Overall the group has published numerous papers and received federal funding to move these projects forward. The BCFG will focus on further developing ongoing projects so that they can lead to presentations, publications, and extramural funding. In this regard, the 3-dimensional model will be used to analyze changes in the expression of the tumor suppressor, ARDDC3, and tumor promoter, integrin beta-4, Sirt2, followed by an *in vivo* model using DCIS cells that progress to invasive mammary carcinomas. Tissue microarrays will be analyzed for expression of the proteins described above. A chimera study will be conducted after immortalized cell lines are developed from mammary carcinomas that are deficient in a key regulator of antioxidant defense, Nrf2. Finally, the group aims to identify the expression of EGFR in tumor progression using a labeled ligand for live animal imaging.

Upper Aerodigestive Focus Group (UAFG): The UAFG focuses on combining innovative technologies in the clinic with molecular mechanisms of precancerous changes to further the clinical development of the switch from precancer to cancer of real time cellular visualization of the upper aerodigestive tract. One such technology, the Confocal laser-induced endomicroscopy (CLE,) enables *in vivo*, real time visualization of the mucosa at a subcellular resolution of $\approx 1000x$ magnification. The group aims to establish molecular imaging with this technology and determine *in vivo* expression of epidermal growth factor receptor (EGF-R) in the mucosa using probe-based CLE (pCLE) and topically applied FITC-labeled antibodies. This year's budget was put towards a part time position for a research associate for studies using the pCLE and for materials related to *in vivo* imaging. The budget requested for this year will be used to enhance this program further.

Viral Oncology Program: The viral oncology program focuses on the multifaceted roles that viruses play in initiation and progression of human cancers and in the evolution of the tumor environment. Drs. Scott, Sapp, Bodily, Hutt-Fletcher and Nathan all explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of head and neck cancers. They will put the spotlight on the growing epidemic of squamous cell carcinomas of the tonsil and base of tongue that is associated with these viruses at this year's Barlow Symposium in May. Dr. Yurochko's work on human cytomegalovirus has implications for angiogenesis. Dr. Muggeridge, who is this year's organizer of the FWCC seminar series, is co-developing a course in molecular biology that is targeted towards clinicians who want a better understanding of the novel approaches being taken to individualized medicine. In this regard, Dr. Scott is also helping to establish the new NextGen Sequencing Core which will be applied, amongst other uses, to identification of mutations in tumors of patients being treated at the FWCC. This year's budget was put towards the purchase of an upgraded Arcturus laser capture microdissection instrument, which has been critical to the study of EBV and HPV in head and neck cancer. It enables the group to interrogate clinical samples

for the changes observed in the laboratory in vitro and look for patterns and biomarkers that help in diagnosis and treatment. The greatest need for the next year is for stipend support for graduate students who invigorate the group and play an important role in moving research forward.

Gene Expression/DNA Repair Focus Group (GEDRFG) The common thread tying together the Gene Expression/DNA Repair Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, two labs (Bodily and Scott) are seeking to understand how human tumor viruses (Epstein-Barr virus and papillomaviruses) induce epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to the viral lifecycle and ultimately, to the oncogenic state of the infected cells. Two other labs (Pruitt and Gross) are investigating the role of chromatin in the regulation of transcription, with particular focus on the Cyp19A1 gene that encodes the protein aromatase which directly contributes to the malignancy of the majority of breast cancers, and on a eukaryotic model of HSF1-regulated genes, whose counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. In addition, research into how gene activation occurs in silent heterochromatin may lead to insights into strategies for reactivation of tumor suppressor genes inappropriately silenced by epigenetically marked chromatin. Finally, two labs (De Benedetti and Harrison) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks. One lab uses a novel episomal system in mammalian cells that permits purification of minichromosomes undergoing double-strand DNA repair for detailed biochemical analysis. The other is studying double-stranded breaks in human mitochondrial DNA, whose chromatin structure and epigenetic character have not yet been characterized. Money is requested to support collaborative group research efforts to generate preliminary data for Federal grant Submissions.

2. INTRAMURAL GRANT & GRADUATE STUDENT STIPEND - BUDGET REQUEST **\$151,000**

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. The FWCC has pledged to contribute to three such grants (\$27,000/grant for a total of \$81,000 this year) for graduate students working in the laboratories of FWCC members. In addition, with the cuts in Federal research funding, successful laboratories are having increasing difficulties in supporting research efforts. We will fund bridging grants to help a FWCC faculty bridge to a successful grant application. These grants will be reviewed and ranked by the LSUHSC-S Research Advisory Committee. The FWCC Research advisory committee will then make the awards based on center needs and ranking. Maximum for any one grant will be \$50,000

<u>Three FWCC Graduate Fellowships</u>	\$81,000
<u>Bridging Grant</u>	\$70,000

3. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$50,000

The FWCC will sponsor a visiting scientist program for this year. Leading scientists in various fields of cancer research will be invited to visit our campus and deliver seminars in their area of expertise. They will also meet with the faculty on an individual basis to facilitate collaboration and growth in knowledge of cancer research processes. Funds will be used for an honorarium, travel expenses and faculty/guest dinner expenses.

6 visitors for a total of \$50,000 (\$5-7,000 per visitor approximately)

4. FWCC INFRASTRUCTURE – BUDGET REQUEST \$625,000

The FWCC has funded entirely or in part various infrastructures vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are perpetuated by grants, contracts, and fees some require additional support and we are requesting continuing support at \$625,000 for critical equipment, supplies and staffing needs.

Tissue Procurement Facility \$25,000

The FWCC operates a tissue procurement/banking facility. This facility includes the collection, typing, cataloging and storing of various cancer tissue and serum samples which are available to the research community on this campus. For example the tissue in the repository was used to develop a very successful tissue array for breast cancer that is widely used by multiple investigators. The \$25,000 will be used to support the acquisition of tissue specimens from other hospitals, purchase reagents & gases, and for preparation of research materials.

Histology Core Laboratory \$25,000

The FWCC operates a Histology Core laboratory service. This facility processes samples for faculty and does immunohistochemical staining to aid in their research. This is supervised by one of our research faculty and staffed by one laboratory assistant. These funds will be used for reagent supply money, equipment replacement and repair or other operational expenses for the lab.

Clinical Research Office \$275,000

The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI MBCCOP grant. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs and travel to cancer research meetings.

Research Equipment \$100,000

The requested amount will be used to repair and replace old cancer research equipment as needed.

FWCC Faculty and Trainee Research Support \$200,000

FWCC Faculty and Trainee Research Support to include: travel to national meetings to present research results, Visiting professorships other than those listed above, faculty research salary supplements, travel to obtain research training or to be involved in development of new research projects, publication costs, new cancer related research equipment needs and other unforeseen expenses related to cancer research.

5. SEED PACKAGES – BUDGET REQUEST \$400,000

In order to recruit top notch faculty we must offer seed packages to enable them to establish a research program/laboratory. Seed packages range from \$50 – 500,000 a year depending on the seniority of the faculty and the prior success of their research program. The following are requests for this year.

<u>Dr. Jason Bodily</u>	\$50,000
<u>Dr. Rodney Shackelford</u>	\$50,000
<u>Dr. Hazem El-Osta</u>	\$150,000
<u>TBD</u>	\$150,000

6. TUMOR GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$250,000

Cancer care and research is entering a new era – one of **Personalized Oncology**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome of a patient's cancer. We will be able to tell exactly what genetic changes have occurred to cause an individual's cancer. Thus we can rapidly predict what chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology will allow us to design clinical research protocols that will specifically target these mutations. As well, we will combine the research results on these cancers with drug screening in the INLET program to find new agents if no current drugs are of benefit. Last budget year we purchased the Next-Generation sequencing equipment, computers and software to start the program, and provided for one Research Technician to process and analyze the specimens and budget for the analysis of 150 cancer samples. The equipment was placed in the FWCC core cancer research facility located on the 6th floor of the BRI. Drs. Rodney Shackelford, Robert Chervinik and Rona Scott will supervise use. The ability to study the whole cancer genome will enhance the research efforts of the FWCC basic research faculty. It will be available free of charge to all faculty of the FWCC for their research needs as well. Other faculty of the university can use for their research under the research core facility rules and charges. This year we hope to expand use and to enhance data analysis.

The requested amount will be used as follows:

a) Research Technician 3 salary. \$70,000

d) Consumables and miscellaneous reagents	\$100,000
e) Research related travel to meetings and training, office supplies, computers, software, networkable hard drives, equipment maintenance and repair, and other miscellaneous costs.	\$80,000

7. LSU HOSPITAL CANCER PROGRAM – BUDGET REQUEST \$500,000

Currently our inpatient cancer services are spread over a large part of the hospital. In an effort to consolidate our research program and enhance the bone marrow transplantation research program we will renovate the 6th floor of the hospital to move all cancer patients to the same floor. The research offices for the inpatient services will be relocated to this area and the bone marrow transplant research laboratory will be expanded. The cost of the construction and purchase of any needed equipment/furnishings is estimated to be \$400,000. Total cost of the renovations will be \$1.2 million with the medical school and hospital paying the difference. In addition we are requesting \$100,000 to remodel existing laboratory space to expand/relocate the bone marrow transplantation research lab.

8. REPLACEMENT OF THE GAMMA KNIFE – BUDGET REQUEST \$900,000

Our current gamma knife has reached the end of its usable life. As the radioactive sources are decaying, patient procedures are taking longer to perform and will soon not be able to be done at all. There is no other gamma knife in our state, Mississippi or Arkansas. This instrument is vital for our neuro-oncology research program. Patients from our region and the entire state are referred here for treatment and are enrolled on the research trials of our center. The Department of Neurosurgery is recruiting a new cancer specialist to run this program. The LSU Hospital and the Malcom Feist Cardiovascular Board have agreed to also underwrite this cost of a new unit. The cost given is 1/3 of the total replacement cost.

9. BIOINFORMATICS AND HEALTH INFORMATION TECHNOLOGY RESEARCH CORE FACILITY – BUDGET REQUESTED = \$140,000

Bioinformatics and Health Information Technology (HIT) are key tools needed in the analysis of cancer information and data both in the modern genomics cancer laboratories (Bioinformatics) and in the analysis of clinical patient data abstracted from the modern Electronic Health Records (HIT). Unfortunately both FWCC and LSUHSC do not have the necessary infrastructure in place to help our basic and clinical researchers conduct these types of analysis. Results of the cancer research in our new Human Tumor Genome Sequencing lab will generate enormous amounts of data (320GB data per sample). We must develop the expertise to analyze this data. Currently we are partnering with faculty at LSUS to assist us but we will need extra capacity with this project. As well, we have recently implemented the new EPIC EHR in our hospital. This state wide EHR will link all LSU hospitals together. Currently almost 25% of all cancer cases are seen in our network. It is vital that we have the capacity to “mine” this data both at our center and state wide. This will be important in obtaining



Request from LSU and A&M College to Endow Gifts Received from the Leon Henderson Estate

To: Members of the Board of Supervisors

Date: July 26, 2013

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

The College of Agriculture of Louisiana State University and A&M College (the “University”) is named as a 40% beneficiary of the estate of Mr. Leon Henderson. Mr. Henderson was a 1959 alumnus of LSU’s College of Agriculture. In February 2013, the University received \$240,000 as a partial distribution of the estate. More funds will be available as additional estate matters are resolved. Mr. Henderson’s will indicates that LSU’s interest should be used by the “Animal Sciences Department for research into domestic animal diseases, with an emphasis on beef.” It is requested that the University name the funds the “Leon Henderson Animal Science Endowment” to be used by the College of Agriculture and the School of Animal Sciences.

The University has requested that this gift be endowed, such that only the earnings on the investment of the corpus will be available for expenditure. These earnings will be used to support teaching and research programs in the School of Animal Sciences with a preference on beef cattle programs. Uses may include the support of student educational activities, internship programs, student research activities, and scholarships to students participating in scientific research programs and faculty involvement in the activities mentioned above. This request constitutes a quasi-endowment. A quasi-endowment is the term used when the Board designates the funds as being endowed rather than the donor.

3. Fiscal Impact

The endowment of the gift will increase the University’s fund balances with the intent that these funds will never be expended. This endowment will provide additional support to the College of Agriculture in the form of earnings received on investment of the gift, and such earnings will be used to support the instruction and research needs of the School of Animal Sciences.

4. Review of Documents Related to Reference Matter

The establishment of this quasi-endowment does not require that any additional documents be entered into by the University other than documents related to ordinary banking and/or financial investments. A copy of the trust abstract and donor’s will are attached.

Attachments:

Attachment I, Request letter from LSU and A&M College Interim Vice Chancellor for Finance & Administrative Services and CFO

Attachment II, Request letter from LSU and A&M College of Agriculture Dean

Attachment III, Copy of Trust Abstract and Donor's Will

RECOMMENDATION

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

WHEREAS, the College of Agriculture of Louisiana State University and A&M College is a beneficiary of the Leon Henderson Estate; and

WHEREAS, David B. Lingo, as trustee, has transferred approximately \$240,000 to the University in conjunction with the estate; and

WHEREAS, the University has requested that this gift be endowed such that only the earnings on the investments of the gift corpus will be available for expenditures; and

WHEREAS, the University has requested that such earnings will be used to provide support of the teaching and research mission of the School of Animal Sciences in the College of Agriculture. Programs with an emphasis on beef cattle will be given preference;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and A&M College that the gifts received by the University of Approximately \$240,000 resulting from the estate of Leon Henderson be established as a quasi-endowment entitled "Leon Henderson Animal Sciences Endowment"; and

BE IT FURTHER RESOLVED that only the earnings on the investment of the gift corpus be available for expenditure; and

BE IT FURTHER RESOLVED that such earnings will be used to provide Support of the teaching and research mission of the School of Animal Science in the College of Agriculture. Programs with an emphasis on beef cattle will be given preference.



LOUISIANA STATE UNIVERSITY

College of Agriculture
Office of the Dean

April 30, 2013

MEMORANDUM:

To: Stuart Bell, Executive Vice Chancellor & Provost
Office of Academic Affairs
135 Thomas Boyd Hall

Thru: Bob Kuhn, Vice Chancellor

RE: **Request for Quasi-Endowment for the "Leon Henderson Animal Sciences Endowment"**

A partial distribution in the amount of \$240,000 was received from the estate of Mr. Leon Henderson, LSU College of Agriculture 1959 alum. These funds are currently on deposit with LSU. Mr. David Lingo is the trustee of the "Leon Henderson Revocable Trust and the personal representative of his estate. He indicated that the LSU Animal Science Department is named as a beneficiary of the Trust. Per Mr. Lingo, as a general direction, "Mr. Henderson specified this money be used, for research into domestic animal diseases, with an emphasis on beef." A copy of the abstract of trust dated 4/6/2013 is attached for reference.

It is requested that the "Leon Henderson Animal Sciences Endowment" be created with these funds for the benefit of the College of Agriculture and the School of Animal Sciences." Furthermore, it is requested that the earnings from this fund be used to support teaching and research programs in the school with a preference for beef cattle programs. Uses may include enhancement of student educational activities, related travel costs to participate in academic competitions, support of internship programs, field trips, and purchase of supplies and materials for research activities including costs to present research findings, purchase of supplies and materials to conduct student research projects, and to provide scholarships to students for participation in scientific research programs. Additionally, earnings may be used to support faculty involvement in teaching and research activities in the areas mentioned above.

The College of Agriculture, School of Animal Sciences understands that once the funds are put into the Quasi-Endowed account, they cannot be moved and will always remain endowed with LSU and no portion of the principal may be withdrawn for any reason. We also understand that only the interest earned from the principal may be spent each year. The earnings will be used to support the school as indicated in above.

Please feel free to contact me at (225)578-2362; you may also speak to Arlette Rodrigue, Assistant Dean at (225)578-2723.

Kenneth L. Koonce
Dean
College of Agriculture

KLK: jkb

Copy: Ms. Torres
Mr. Parfait
Dr. Hay
Dr. Rodrigue
Leon Henderson Animal Sciences Fund (Pending)



April 30, 2013

MEMORANDUM:

To: Stuart Bell, Executive Vice Chancellor & Provost
Office of Academic Affairs
135 Thomas Boyd Hall

Thru: Bob Kuhn, Vice Chancellor *Robert Kuhn*

RE: Request for Quasi-Endowment for the "Leon Henderson Animal Sciences Endowment"

A partial distribution in the amount of \$240,000 was received from the estate of Mr. Leon Henderson, LSU College of Agriculture 1959 alum. These funds are currently on deposit with LSU. Mr. David Lingo is the trustee of the "Leon Henderson Revocable Trust and the personal representative of his estate. He indicated that the LSU Animal Science Department is named as a beneficiary of the Trust. Per Mr. Lingo, as a general direction, "Mr. Henderson specified this money be used, for research into domestic animal diseases, with an emphasis on beef." A copy of the abstract of trust dated 4/6/2013 is attached for reference.

It is requested that the "Leon Henderson Animal Sciences Endowment" be created with these funds for the benefit of the College of Agriculture and the School of Animal Sciences." Furthermore, it is requested that the earnings from this fund be used to support teaching and research programs in the school with a preference for beef cattle programs. Uses may include enhancement of student educational activities, related travel costs to participate in academic competitions, support of internship programs, field trips, and purchase of supplies and materials for research activities including costs to present research findings, purchase of supplies and materials to conduct student research projects, and to provide scholarships to students for participation in scientific research programs. Additionally, earnings may be used to support faculty involvement in teaching and research activities in the areas mentioned above.

The College of Agriculture, School of Animal Sciences understands that once the funds are put into the Quasi-Endowed account, they cannot be moved and will always remain endowed with LSU and no portion of the principal may be withdrawn for any reason. We also understand that only the interest earned from the principal may be spent each year. The earnings will be used to support the school as indicated in above.

Please feel free to contact me at (225)578-2362; you may also speak to Arlette Rodrigue, Assistant Dean at (225)578-2723.

Kenneth L. Koonce
Kenneth L. Koonce
Dean
College of Agriculture

KLK: jkb

Copy: Ms. Torres
Mr. Parfait
Dr. Hay
Dr. Rodrigue
Leon Henderson Animal Sciences Fund (Pending)

April 6, 2012

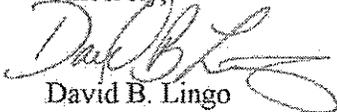
Louisiana State University
School of Animal Science
ATTN: Gary Hay, Ph.D., Interim Director
105 Francioni Hall - LSU
Baton Rouge, LA 70803 - 4210

Dear Dr. Hay:

I am the trustee of the Leon Henderson Revocable Trust and the Personal Representative of Mr. Henderson's estate. Mr. Henderson died on December 20, 2011. The LSU Animal Science Department is named as a beneficiary of the Trust. Mr. Henderson specified this money be used "for research into domestic animal diseases, with an emphasis on beef". Enclosed is an Abstract of Trust to provide information to you as required by law.

At this point, I do not know the exact value of the trust assets, nor do I know when distributions will be made. Feel free to contact me at 406-871-7931 if you have any questions.

Sincerely,


David B. Lingo

ABSTRACT OF TRUST

THIS ABSTRACT OF TRUST dated this 6th day of April, 2012.

Grantor: Leon Henderson

Trustee: David Lingo
2595 Whitlock Road
Paris, TN 38242
Phone Number: 406-871-7931

Name of Trust: The Leon Henderson Revocable Living Trust

Date of Trust: December 5, 1996, as further amended.

Number of beneficiaries: 7. Distributions of income and principal are required.

Value of trust assets at this time: Unknown.

The Trust provides the following provisions:

"The Trustor further declares that it is his desire and intent that the provisions of this Trust Agreement are to remain confidential as to all parties. The Trustor directs that only the information concerning the benefits paid to any particular Beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other Beneficiary."

"Accordingly, if any Beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly or indirectly contests, disputes, or calls into question, before any court, the validity of this Trust Agreement, then:

- a) Such Beneficiary shall thereby absolutely forfeit any and all beneficial interests of whatsoever kind and nature which such Beneficiary or his or her heirs might otherwise have under this Trust Agreement and the interests of the other Beneficiaries hereunder shall thereupon be appropriately and proportionately increased; and
- b) All of of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing or contesting Beneficiary, shall thereupon become absolutely void..."

TRUSTEE:


DAVID LINGO

LAW-08043/61283

**SECOND CODICIL TO LAST WILL AND TESTAMENT
OF
LEON HENDERSON**

I, Leon Henderson, a resident of Henry County, Tennessee, do make, publish and declare this to be the Second Codicil to the Last Will and Testament executed by me on December 5, 1996, in the presence of Lloyd Cagle and Grady H. Cagle, which has been modified by a First Codicil executed on July 10, 2008.

I hereby revise the article of my Last Will and Testament entitled "Executor" to appoint David B. Lingo as Executor of my Last Will and Testament, and I direct that he shall be allowed to qualify and serve in this capacity without the necessity of providing surety or bond for the faithful performance of his duties. In the event that David B. Lingo is unable or unwilling to serve as Executor for any reason, I hereby appoint George E. Diggs to serve as Successor Executor and I direct that he be allowed to qualify and serve in this capacity without the necessity of providing surety or bond for the faithful performance of his duties. In the event George E. Diggs is unable or unwilling to serve as Executor for any reason, I hereby appoint Barbara Roberts to serve as Successor Executor, and I direct that she be allowed to qualify and serve in this capacity without the necessity of providing surety or bond for the faithful performance of her duties.

*L.H.
Dec 12
See att
page
changes*

In all other respects I ratify and confirm all the provisions of my said Will dated December 5, 1996, as amended by the First Codicil.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of October, 2009, and do publish and declare this as my Second Codicil to my Last Will and Testament, in the presence of each and all of the attesting witnesses whom I have requested to act as such by signing the Attestation Clause and Affidavit below pursuant to the provisions of Tennessee Code Annotated Section 32-2-110.

Leon Henderson
LEON HENDERSON

L.H.

LAW-08043/61283

ATTEST TO EXECUTION OF FIRST CODICIL TO LAST WILL AND TESTAMENT:

[Signature]
(Name)

Karen Stog
(Name)

1211 W. Wood St

2835 Mill Creek Rd

Paris, TN 38242
(Address)

[Signature] 38257
(Address)

L.H.

LAW-08043/81283

ATTESTATION CLAUSE AND AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Henry

We, the undersigned, being first duly sworn, make oath that LEON HENDERSON, on the day and date above written, declared and signified to us that the foregoing instrument was his First Codicil to his Last Will and Testament; that he then signed said instrument in our sight and presence; that we, at his request and in his sight and presence, and in the sight and presence of each other, then subscribed our names hereto as attesting witnesses; that at the time of execution the testator was more than eighteen (18) years of age, of sound mind and disposing memory, and did not appear under any undue influence; and that the undersigned, each being more than eighteen (18) years of age, hereby make and sign this Affidavit at the testator's request on the day and date above written.

[Signature]

Karen Stoy

Sworn to and subscribed before me this 8th day of October, 2009.

Patty Kennedy
NOTARY PUBLIC

My commission expires: 10-18-11.



L.A.

LAW-08043/61283

**SEVENTH AMENDMENT
TO
LEON HENDERSON REVOCABLE LIVING TRUST AGREEMENT DATED
DECEMBER 5, 1996, AS AMENDED MARCH 13, 1997,
APRIL 28, 1998, JULY 28, 2006, JUNE 12, 2007, JULY 10, 2008,
and NOVEMBER 3, 2008.**

On December 5, 1996, Leon Henderson, as Trustor and Trustee, executed the Leon Henderson Revocable Living Trust Agreement ("Trust"), wherein Leon Henderson reserved, pursuant to Article One, Section 1.07 of the Trust, the right to amend the Trust in any manner and at any time during the life of the Trustor by an instrument in writing filed with the Trustee.

The Trust is hereby further amended as follows:

Article Four, Section 4.01 Paragraph (a) is hereby deleted in its entirety and the following substituted therefor:

Section 4.01. Trust Income and Principal Distribution

(a) Upon the death of Leon Henderson, the real property, income, and principal of the trust shall be distributed as follows:

(1) The following parcels of land shall be distributed outright and in fee to Barbara Cagle:

Lying and being in the Second Civil District of Henry County, Tennessee, and more particularly described as follows:

Parcel 1:

As noted on Map 76 of the Henry County tax maps as Parcel 54, consisting of 85 acres

Parcel 2:

As noted on Map 76 of the Henry County tax maps as Parcel 34.04, consisting of 57.90 acres.

(2) The following parcels of land shall be distributed outright and in fee to David Lingo:

Lying and being in the Second Civil District of Henry County, Tennessee, and more particularly described as follows:

LAW-08043/61283

Parcel 1:

Beginning at a stake in the road, thence East 30 poles to Dunn's Northwest corner; thence South with Dunn's West line to Doran's north line 34 poles; thence west with Doran's north line 30 poles; thence North 34 poles with the East line of the Old Will Seals place to the beginning, containing six and three-eighths (6-3/8) acres more or less.

Being the same property conveyed to The Leon Henderson Revocable Living Trust by Deed of record in Record Book 139, Page 744, in the Register's Office of Henry County, Tennessee.

Parcel 2:

Beginning at a small oak standing in the east boundary of a 16,000 acre survey, and 5 poles south of the northeast corner of same; running thence west 184 poles to a stake with black oak and hickory pointers; running thence south 46 poles to a stake; running thence east 184 poles to a stake; running thence north 46 poles to the beginning; there is within this description but excluded from this conveyance the following:

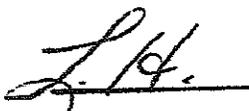
[a] The N. C. & St. L. Railroad right-of-way which was conveyed by H. N. Edmonds to said railway by deed recorded in Book Z, at page 778, ROHCT, and

[b] That portion east of the railroad which was conveyed by A. C. Bowen to Clint Pillow by deed which is recorded in Book 7, at page 109, ROHCT, consisting of about 5 acres.

[c] A parcel sold off by Ronie Alexander and wife to Frank Byars and wife by deed recorded in book 48 at page 357, consisting of about four acres on the southeast corner, which lies west of the railroad and east of a ditch.

Parcel 3:

Beginning at the southeast corner of the Aunt Sally Alexander land; running thence east 15 poles to the N. C. and St. L. Railway right-of-way; running thence northwest with said right-of-way to the Aunt Sally Alexander land; running thence south to the beginning, containing 1-1/3 acres, more or less.



LAW-08043/61283

Parcel 4:

Beginning at the southeast corner of the Alexander tract; running thence west with the south line of same 76 poles; running thence north 8-1/2 poles; running thence east 76 poles, running thence south 8-1/2 poles to the beginning, containing 4 acres, more or less.

Parcel 5:

Bounded on the north by Ronie Alexander land; east by Ira Work land; south by Doran and Huddleston lands and on the west by Huddlestons' land, consisting of 53 acres more or less, together with all improvements and appurtenances thereon and thereto belonging. The same being a portion of the lands conveyed to Seals and Huddleston and wife, Burton and wife and Doran and wife as evidenced by deeds of record in the ROHCT; said property being more particularly described as follows: Beginning at an iron stake, Doran's west line (intermediate corner); runs thence north with Doran and Work's west line 80 poles to a stake in an old road; thence west with Alexander's south line 104-1/2 poles to a maple; Huddleston's east line; thence south with Huddleston's east line 79-1/2 poles to a walnut tree; thence east with Huddleston's and Doran north line 109 poles to the beginning, containing 53 acres by measure of A. W. Jackson, former County Surveyor of Henry County, Tennessee. (W.E.S.)

Parcels 2, 3, 4 and 5 being the same property conveyed to The Leon Henderson Revocable Living Trust by deed appearing of record in Record Book 139, Page 742, in the Register's Office of Henry County, Tennessee.

(3) At the time of Leon Henderson's death, the Trustee shall obtain an appraisal of the following tracts of real property, such appraisal to be at the expense of the Trust, and David Lingo shall have the option to purchase said tract from the Trust for the appraised value:

Parcel 1:

Map 76, Parcel 2.00, consisting of approximately 65 acres.

In the event David Lingo desires to exercise his option to purchase the above 2 tracts for the appraised value, he shall notify the Trustee within 30 days of receipt of the appraisal, and

L.H. *L.H.*
 12/12/09 3
 See additional
 distribution on
 attached page

LAW-08043/61283

closing shall occur as soon as possible after that date. In the event David Lingo fails to exercise his option to purchase, then the Trustee shall proceed to sell said parcels of real estate upon the terms and price deemed reasonable by the Trustee, and the proceeds of sale shall be distributed in the percentages as provided in Section (5) below.

Parcel 3:

The residence of Leon Henderson located at 3200 Whitlock Road, Paris, Tennessee, and up to 10 surrounding acres.

In the event David Lingo desires to exercise his option to purchase this tract for the appraised value, he shall notify the Trustee within 30 days of receipt of the appraisal, and closing shall occur as soon as possible after that date. In the event David Lingo fails to exercise his option to purchase, then George E. Diggs shall have an option to purchase this tract for the appraised value, such notice to be given within 30 days of George E. Diggs' receipt of notice that David Lingo has failed to exercise his option to purchase.

In the event neither David Lingo nor George E. Diggs exercises his option to purchase the above tract, then the Trustee shall proceed to sell said parcels of real estate upon the terms and price deemed reasonable by the Trustee, and the proceeds of sale shall be distributed in the percentages as provided in Section (5) below.

(4) In the event George E. Diggs is farming any property owned by Leon Henderson at the time of Mr. Henderson's death, then George E. Diggs shall have the continuing right to farm such land for a period up to 20 years after the death of Leon Henderson, with the exception of parcels distributed to Barbara Cagle as stated in Section 4.01 (a) (1). Mr. Diggs shall provide notice to the Trustee by July 1 of each calendar year of his intent to continue to farm the property. Payment of property taxes on the land and liability insurance shall be paid out of the gross revenue of the farming operation. The net revenue from farming after deduction of said expenses shall be distributed as follows:

As to the Darby Property, consisting of approximately 160 acres, George E. Diggs will retain 100% of the net revenue. For all other property being farmed by George E. Diggs (except property distributed to Barbara Cagle), 25% of the net revenue shall be paid to David Lingo, and 75% of the net revenue shall be retained by Mr. Diggs.

L.H.

*L.H.
12/12/09
See attached
changes.*

LAW-08043/61283

In the event George E. Diggs provides notice to the Trustee by July 1 of any year that he does not intend to continue to farm the property, or any portion thereof, or in the event he fails to give any notice to the Trustee by July 1 of any given year, then all future rights of George E. Diggs to farm any of the property owned by Leon Henderson shall terminate and the Trustee shall have authority to lease the property, sell the property, or make other determination as to the appropriate disposition of the property.

(5) The Trustee shall apply and distribute the net income and principal of the resulting Trust Estate, after giving effect to the section of this Trust Agreement entitled "Special Directives," and the distribution of real property described in subparagraphs (1), (2), (3) and (4) of this Section 4.01(a), to the following Beneficiaries in the indicated fractional shares:

LSU Animal Science Department for research into domestic animal diseases, with an emphasis on beef	40%
First Baptist Church, Music Department, Paris, Tennessee	10%
Cherokee Indian Nation Cherokee, North Carolina	10%
David B. Lingo	10%
Ernie Diggs	10%
Barbara Roberts	10%
Birds Creek Baptist Church	10%

(6) The Trustee shall use his discretion to distribute the Trustor's personal effects and household furnishings to whomever the Trustee shall determine. The Trustee shall also have the power, in his sole and absolute discretion, to sell the personal effects and household furnishings, and the net proceeds of the sale of such items shall be distributed in accordance with the percentages provided in Section (5) above.

LAW-08043/61283

The Trust is hereby further amended as follows:

Section 9.01 is deleted and the following substituted therefor:

Section 9.01 Trustees

(a) All trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement in the following order of succession:

First: The undersigned, Leon Henderson;

Second: At the death or incapacity of the Trustor, David B. Lingo shall serve as Successor Trustee;

*L.H.
12/12/09
see attached page
changes*

Third: In the event David B. Lingo is unable to serve as Successor Trustee for any reason, George E. Diggs shall serve as Successor Trustee;

Fourth: In the event George E. Diggs is unable to serve as Successor Trustee for any reason, Barbara Roberts shall serve as Successor Trustee;

Fifth: In the event Barbara Roberts is unable to serve as Successor Trustee for any reason, then a Trustee chosen by the majority of the beneficiaries, with a parent or legal guardian voting for minor beneficiaries; provided however, that the children of any deceased beneficiaries shall collectively have only one vote.

In all other respects, I confirm the Trust dated December 5, 1996, as previously amended, reserving to myself the right to further amend or revoke the same and this Amendment thereto.

IN WITNESS WHEREOF, I, LEON HENDERSON, as Trustor and Trustee, have signed this Seventh Amendment to the Leon Henderson Revocable Living Trust Agreement dated December 5, 1996, as previously amended, on this 8th day of October, 2009.

Leon Henderson
LEON HENDERSON, Trustor and Trustee

L.H.

LAW-08043/61283

ATTESTATION CLAUSE AND AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Henry

We, the undersigned, being first duly sworn make oath that LEON HENDERSON, on the day and date above written, declared and signified to us that the foregoing instrument was his Seventh Amendment to the Leon Henderson Revocable Living Trust Agreement dated December 5, 1996, as previously amended, that he then signed said instrument in our sight and presence; that we, at his request and in his sight and presence of each other, then subscribed our names hereto as attesting witnesses; at the time of execution the Trustor and Trustee was more than eighteen (18) years of age, of sound mind and disposing memory, and did not appear under any undo influence; and that the undersigned, each being more than eighteen (18) years of age, hereby make and sign this Affidavit at the request of the Trustor and Trustee on the day and date above written.

Karen Story
Brian Mulheer

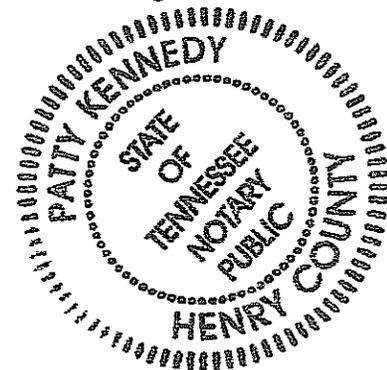
STATE OF TENNESSEE
COUNTY OF Henry

Personally appeared before me LEON HENDERSON, and Karen Story and Brian Mulheer, witnesses, with whom I am personally acquainted, who acknowledge that they executed the within instrument for the purposes therein contained.

Subscribed and sworn to me this the 8th day of October, 2009.

Patty Kennedy
NOTARY PUBLIC

My commission expires: 10-18-11



L.H.

Attchment III

July 26, 2013 Meeting

It is my desire to appoint Co-executor Donald Lingo, George E. Diggs with Barbara Polenta to serve as successor executor.

It is my desire to appoint Donald Lingo & George E Diggs to serve as co trustees in case of death or incapacity of Leon Henderson.

It is my desire that farm income be used for food taxes & other farm related expense. Other farm land income go to trust after George E Diggs gets the three fourths (3/4) for his share of farm income.

It is my desire that George E Diggs get the Darby tract (160 ac ±) when division or sale is made of the farm land.

It is my wish that my home remains with the tract of land 800 ac. more or less and remain undivided.

and the land & home be appraised by an independent appraiser.

Justus have first choice at buying ^{home} property. Jamie Diggs gets the grand piano that is in the living room.

12/12/09
Leon Henderson

Witness George E. Diggs



Request from LSU and A&M College to establish a restricted account for the Greek assessment fee collected from members of LSU fraternities and sororities and to establish restricted accounts in the departments and colleges that collect registration fees from training and academic orientation sessions and continuing education programs

To: Members of the Board of Supervisors

Date: July 26, 2013

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

Louisiana State University and A&M College (LSU) requests approval to establish a restricted self-generated account to collect the assessment of a Greek Life fee to students who are members of LSU fraternities and sororities. This \$54 per semester fee was approved by President Jenkins on April 23, 2013 and will be implemented beginning in Fall 2013. The transition of Greek Life from a general fund unit to a self-generated unit in the current environment of annual decreasing state funding will allow the University to protect the academic core, while continuing a department that serves approximately 20% of LSU’s undergraduate population.

LSU also requests approval to establish restricted accounts in the Departments and Colleges that offer training and academic orientation sessions and professional development classes and for which a registration fee is collected. The revenue generated by these fees will provide sustainable funding for continuous annual programming. Examples of the types of programs offered are intensive orientation for incoming freshman for biology, chemistry, physics, engineering and geology, the Fraud and Forensic Accounting Seminar held annually by the Department of Accounting, and Continuing Legal Education.

The ability to accumulate self-generated funds from year-to-year will allow for the enhancement and continuation of these programs. For the orientation programs, the accumulated funding will be used for items such as computer equipment and software, training for faculty members to stay up-to-date with the latest instructional technology, and additional class room materials. For the continuing education programs, the accumulated funding will allow for fluctuations in attendance of the programs and will allow for more advanced planning for speakers and venues.

3. Fiscal Impact

Approval of this request will allow LSU to restrict the self-generated revenues received from the assessment of the Greek Life fee to students who are members of LSU fraternities and sororities and to allow Greek Life to become self-supporting. The fees from the training and academic sessions

and continuing education programs will be used exclusively for the enhancement and continuation of these programs.

4. Review of Documents Related to Reference Matter

None.

Attachments:

- Attachment I - Letter from Interim Vice Chancellor for Finance & Administrative Services
- Attachment II - President Jenkins Approval of the Greek Life Fee

RECOMMENDATION

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the restriction of all self-generated revenues from the assessment of the Greek fee charged to LSU students who are members of fraternities and sororities and of which will allow Greek Life to become self-sufficient;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the restriction of all self-generated revenues generated by registration fees charged by departments and units conducting training and academic orientation sessions for students and continuing professional education to LSU alumni and other professionals. The restricted self-generated funds are to be used exclusively for the enhancement and continuation of these programs.



Finance & Administrative Services

TO: F. King Alexander
President and Chancellor

Date: June 19, 2013

FROM: Robert Kuhn *Robert Kuhn*
Interim Vice Chancellor for
Finance and Administrative Services and CFO

RE: Approval to Establish Restricted Accounts for Revenues Generated by the Greek Life Fee charged to LSU Fraternity and Sorority members and for Revenues Generated from the Registration Fees Collected for Programs Offered to Incoming Freshman, Alumni and Other Professionals

Attached is a resolution requesting approval to establish restricted self-generated accounts for the assessment of a Greek Life fee to students who are members of LSU fraternities and sororities. The establishment of the accounts will allow LSU to restrict the self-generated revenues received from the collection of the Greek Life fee in an effort to make the administration of Greek Life, a department within the Dean of Students and the Division of Student Life and Enrollment, self-sufficient.

The resolution also requests approval to establish restricted self-generated accounts for the collection of registration fees from incoming or current students, alumni or other professionals for participation in educational opportunities or professional development programs. The establishment of these accounts will allow LSU to restrict the self-generated revenues received which will allow for the enhancement and assured continuation of the programs.

I respectfully request, should you concur, that the resolution be submitted for placement on the agenda for the July 2013 meeting of the Board of Supervisors.

Please let me know if you have additional questions. Thank you.

Attachments

Institutional Approval – Robert Kuhn for William L. Jenkins *Robert Kuhn for William L. Jenkins*



Division of Student Life and Enrollment
Office of the Dean of Students

To: William L. Jenkins, Chancellor/President
 Thru: Stuart R. Bell, Executive Vice Chancellor and Provost
 Thru: Robert Kuhn, Interim Vice Chancellor and CFO
 Thru: Kurt Keppler, Vice Chancellor for Student Life and Enrollment
 From: Kathleen C. 'KC' White, Associate Vice Chancellor and Dean of Students

Re: Implementation of charge for LSU Fraternity and Sorority members
 Date: April 23, 2013

In an effort to be self-sufficient, Greek Life, a department within the Office of the Dean of Students, and the Division of Student Life and Enrollment, will assess a fall and spring semester charge to students who are members of LSU fraternities and sororities beginning in fall 2013. The proposed Fall and Spring semester charge will be \$54 in FY 13-14, \$55 in FY 14-15 and \$57 in FY 15-16. The transition of Greek Life from a general fund unit to a self-generated unit in the current environment of annual decreasing state funds will allow the University to protect the academic core, while appropriately funding a department which serves over 19% of LSU's undergraduate population.

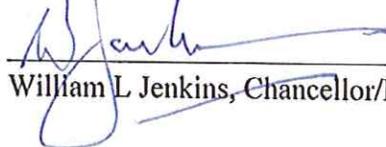
On April 6, 2011 and April 17, 2011 meetings with fraternity and sorority leaders, chapter advisors, house corporation advisors, and Greek Council representatives were held with the Greek Life staff, Dean of Students, K.C. White, and Vice Chancellors Monday and Keppler. The meetings addressed the rationale for the shift in source of funding and provided a forum to address concerns and discuss alternate strategies and goals for the future. On April 24, 2013 another meeting will be held to re-visit the need for this charge as the University continues to be financially constrained.

The Greek charge will underwrite the Greek Life budget and will provide financial support for salaries, travel, telecommunications, operating expenses, and programming initiatives to continue to enhance the Greek community (FY 2013 pro-forma attached). An Advisory Board has been created to serve as a review and feedback mechanism to Greek Life as an on-going assessment of the funding model.

After the implementation of the initial three year proposed per semester charge, students will be informed at least one year in advance of any increase in the charge. The revenues from the Greek charge will be placed in a restricted account dedicated to Greek Life which will allow the funds to be carried forward. A restricted account will ensure stability, enable long-term commitments, support the financial viability of the office, and safeguard its continued success.

The Bursar's Office will administer the billing of students who are current members of Greek organizations for the Fall 2013 fee bill. All new members who join in the Fall 2013 recruitment process will be charged later in the Fall 2013 semester.

Approved


 William L. Jenkins, Chancellor/President

	FY 11-12 Actual	FY 12-13 Budget	FY 13-14 Budget	FY 14-15 Budget	FY 15-16 Budget
Greek Membership					
Charge - See notation below (Collected Each Fall and Spring)		\$ 54	\$ 54	\$ 55	\$ 57
Total	\$ -	\$ 54	\$ 54	\$ 55	\$ 57
Revenue:					
Prior Year Carryforward		\$ -	\$ -	\$ 5,632	\$ 3,997
Greek Membership	\$ 344,588	\$ 462,726	\$ 462,726	\$ 471,295	\$ 488,433
Operating Budget	\$ 344,588	\$ 349,519	\$ 462,726	\$ 476,927	\$ 492,430
Total	\$ 344,588	\$ 349,519	\$ 462,726	\$ 476,927	\$ 492,430
Expense:					
	FY 12 Actual	FY 13 Budget	FY 14 Budget	FY 15 Budget	FY 15 Budget
Personnel	\$ 183,445	\$ 182,113	\$ 239,314	\$ 248,887	\$ 258,842
Fringe Benefits	\$ 66,415	\$ 66,088	\$ 90,939	\$ 94,577	\$ 98,360
Contingent Employees/Ad Comp	\$ 4,898	\$ 7,451	\$ -	\$ -	\$ -
Graduate Assistants	\$ 20,401	\$ 14,400	\$ 28,800	\$ 28,800	\$ 28,800
Union Overhead (1,459 sq. ft.)	\$ 19,755	\$ 21,467	\$ 22,540	\$ 23,667	\$ 24,851
Travel expenses	\$ 4,192	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Internet Ports and Student Employees	\$ 15,287	\$ 15,000	\$ 18,000	\$ 18,000	\$ 18,000
Add'l Student Employees	\$ 1,680	\$ 2,000	\$ 4,000	\$ 4,000	\$ 4,000
Operating Services	\$ 14,922	\$ 15,000	\$ 16,500	\$ 18,000	\$ 18,000
Supplies	\$ 3,593	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000
Programs	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000
Total	\$ 344,588	\$ 349,519	\$ 457,094	\$ 472,931	\$ 487,853
Operating Income (loss)	\$ (0)	\$ -	\$ 5,632	\$ 3,997	\$ 4,577

A: Includes a three year average greek membership for the Fall Semester of 4,366 students and Spring Semester of 4,203 students.
 B: Includes a 4% pay increases in FY14 - FY16. Also includes an additional Assistant Director position at \$40,000 starting in FY 2014.
 C: The fringe benefit rate for FY12-FY13 is 36% and 38% for FY14-FY16. The fringe benefits for contingent employees is 7.65%.
 D: In FY14-FY16, two GA's will be funded by Greek Life.
 E: Includes a 5% increase annually from the FY 2013 charge of \$21,467 for the Office of Greek Life's rental fee for space in the Union.
 F: Includes Internet connection and Chancellor's Aide/Work Study students.
 G: Includes operating services, such as mailing, copier charges, etc. and telecom (landlines, cell phones, etc.) This total also includes computer/ technology replacement.
 H: Funding for programs, ex: Greek Leadership Institute, ENPOWER I and II, anti-hazing campaigns, educational workshops, etc.
 For FY12-FY13, the Vice Chancellor for Student Life and Enrollment, Office of the Dean of Students, and Student Government provided portions of this funding.

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Raymond J. Lasseigne, Chair

Mr. Lee Mallett, Vice Chair

Mr. Scott A. Angelle

Dr. John F. George

Mr. Stanley J. Jacobs

Mr. Jack E. Lawton, Jr.

Mr. Rolfe McCollister, Jr.

Mr. J. Stephen Perry

Mr. John S. Woodard

AGENDA

1. Final approval authorizing Louisiana State University Health Sciences Center – New Orleans to issue Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects), in one or more series
2. Recommendation to approve an Act 959 Construction Project for Re-Roofing the LSU A&M Student Health Center Building
3. Report on 2013-2014 Capital Outlay Bill



**FINAL APPROVAL AUTHORIZING
LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER – NEW ORLEANS
TO ISSUE REVENUE REFUNDING BONDS
(LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER PROJECTS),
IN ONE OR MORE SERIES**

TO: Executive Committee and Members of the Board of Supervisors

Date: July 26, 2013

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

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

1. Summary of Matter

At its October 26, 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 Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) in one or more series (the "Series 2013 Bonds") in an aggregate principal amount not to exceed \$14,400,000, at a fixed rate of interest not to exceed five percent (5%) per annum and for a term not to exceed 20 years for the purpose of providing funds to refund all or a portion of the Board's Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the "Prior Bonds"). Furthermore, the issuance of the Series 2013 Bonds in an aggregate principal amount not to exceed \$14,400,000 was approved by the Louisiana State Bond Commission (the "Commission") on July 18, 2013.

The Series 2013 Bonds will be secured by and payable solely from revenues derived by the Louisiana State University Health Sciences Center – New Orleans (the "University") from Dedicated Revenues (as defined in the General Bond Resolution, as supplemented and amended).

The Board, in the Preliminary Resolution, further authorized the preparation of a Second Supplemental Resolution (the "Second Supplemental Resolution") to be adopted by the Board prior to the issuance of the Series 2013 Bonds in connection with matters relating to the Series 2013 Bonds and the issuance thereof. The Second Supplemental Resolution is being presented to the Board for adoption in substantially final form. The further details of the Series 2013 Bonds (including, without limitation, the maturity and the rate or rates of interest) will be fixed by the Second Supplemental Resolution, but cannot be completed until the Series 2013 Bonds are actually priced in the marketplace.

Due to recent changes in market conditions, the University desires to change the maximum interest rate on the Series 2013 Bonds to 6.0% per annum.

The University requests that the Board delegate to an Authorized Board Representative (as defined in the Second Supplemental Resolution) the authority to approve the final pricing details of the Series 2013 Bonds.

As previously reported to the Board, the University has selected Raymond James & Associates, Inc., to serve as senior managing underwriter of the Series 2013 Bonds.

3. Review of Business Plan

The business plans for the departments affected by the refunding of the Prior Bonds (i.e., Residence Hall (Student Housing), Parking and Wellness Center) have all been recently reviewed. Each department is projected to generate sufficient revenues to fully cover all projected debt service on the Series

2013 Bonds, as well as operations, maintenance and other charges related to the projects being refinanced by the Series 2013 Bonds.

The Pro-Forma Debt Service Coverage Ratio of Dedicated Revenues was prepared by Raymond James and reviewed by the University, and this ratio is at an acceptable level (See Attachment IV).

4. Fiscal Impact

The Series 2013 Bonds shall be payable solely from and secured by a pledge of the Dedicated Revenues consisting of (i) revenues derived by the University from certain Auxiliary Enterprises, including, without limitation, Residence Hall (Student Housing), Bookstore, Printing Services, Cafeteria, Parking and Medical Center Stores, (ii) revenues derived from the Student Health Services Fee, (iii) revenues derived from certain University Enterprises and (iv) certain other revenues that have been dedicated to the payment of bonds issued pursuant to the Bond Resolution. Under current market conditions, the issuance of the Series 2013 Bonds is expected to result in present value savings to the University of approximately \$1.4 million.

5. Description of Competitive Process

A competitive process was used for the selection of the underwriter for the Series 2013 Bonds.

6. Review of Legal Documents

This request for final approval to issue bonds is consistent with Board policy as previously adopted on January 21, 2000, in its General Bond Resolution (Attachment II to the Preliminary Resolution) authorizing the issuance from time to time of Revenue Bonds of the Board payable from Dedicated Revenues of the University. Dedicated Revenues consist of (i) revenues derived by the University from certain Auxiliary Enterprises, including, without limitation, Residence Hall (Student Housing), Bookstore, Printing Services, Cafeteria, Parking and Medical Center Stores, (ii) revenues derived from the Student Health Services Fee, (iii) revenues derived from certain University Enterprises and (iv) certain other revenues that have been dedicated to the payment of bonds issued pursuant to the Bond Resolution.

7. Parties of Interest

None of the parties relevant to the approval for the issuance of the Series 2013 Bonds have any related interest in the projects being refinanced thereby, nor will they receive any financial gain from this approval.

8. Related Transactions

The only bonds of the Board outstanding and secured by Dedicated Revenues are the Series 2000 Bonds to be refunded (refinanced) by the Series 2013 Bonds.

9. Conflicts of Interest

None

ATTACHMENTS:

- Letter from Chancellor Hollier
- Attachment I - Form of Second Supplemental Resolution [**Available on LSU System Website**]
- Attachment II - Form of Bond Purchase Agreement [**Available on LSU System Website**]
- Attachment III - Form of Escrow Deposit Agreement [**Available on LSU System Website**]
- Attachment IV - Pro-Forma Debt Service Coverage Ratio
- Attachment V - Preliminary Official Statement [**Available on LSU System Website**]

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 Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) (the “*Series 2013 Bonds*”) are expected to be issued in one or more series at a fixed rate of interest not to exceed 6.0% per annum, and the Board desires to authorize the issuance of the Series 2013 Bonds for the purpose of providing funds to (i) current refund all or a portion of the Board’s outstanding Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (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 2013 Bonds, all for the benefit of Louisiana State University Health Sciences Center – New Orleans (the “*University*”).

Section 2. The Board does hereby approve and adopt the attached Second Supplemental Resolution (the “*Second Supplemental Resolution*”) relating to the issuance of the Series 2013 Bonds in an aggregate principal amount not to exceed \$14,400,000, and does hereby authorize the execution and delivery by two Authorized Board Representatives of the Second Supplemental Resolution and does hereby authorize Authorized Board Representatives (defined in the Second Supplemental Resolution as the Chairman, the Chairman-Elect, the Secretary and each officer of the Board, the President of the LSU System and the Vice Chancellor for Finance 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) or any of them acting alone to execute such documents or certificates as set forth in the Second Supplemental Resolution and all such other documents or certificates necessary in connection with the issuance or the marketing of the Series 2013 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 underwriter of the Series 2013 Bonds and by the pricing of the Series 2013 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 2013 Bonds; provided that the final terms of such Series 2013 Bonds shall meet the following conditions:

- (i) Principal Amount - Not to exceed \$14,400,000;
- (ii) Maturity - Not to exceed 20 years; and
- (iii) Net Interest Rate - Not to exceed a fixed rate of 6.0% per annum”



Health Sciences Center

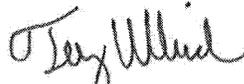
NEW ORLEANS

Administration and Finance
Office of the Vice Chancellor

School of Medicine
School of Dentistry
School of Nursing
School of Allied Health Professions
School of Graduate Studies
School of Public Health

June 26, 2013

Memorandum to: Larry Hollier, M.D.
Chancellor

From: Terry Ullrich, 
Associate Vice Chancellor for Administration and Finance

Re: Approval Authorizing Louisiana State University Health Sciences Center
Revenue Refunding Bonds, Series 2013

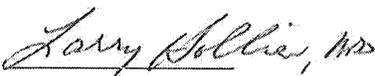
At the October 26, 2012 meeting of the Board of Supervisors, the Board adopted a Preliminary Resolution, granting preliminary approval to the issuance of Revenue Refunding Bonds in one or more series, Series 2013 Bonds, in an aggregate principal amount not to exceed \$14,400,000 at a fixed rate of interest not to exceed five percent (5%) per annum and for a term not to exceed 20 years for the purpose of providing funds to refund all or a portion of the Board's Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the "Prior Bonds"). The Board, in the Preliminary Resolution, further authorized the preparation of a Second Supplemental Resolution to be adopted by the Board prior to the issuance of the Series 2013 Bonds in connection with matters relating to the Series 2013 Bonds and the issuance thereof. The Second Supplemental Resolution is being presented to the Board for adoption in substantially final form and is further requesting that the Board delegate to an Authorized Board Representative the authority to approve the final pricing details of the Series 2013 Bonds.

I respectfully request, should you concur, that the resolution be submitted for placement on the agenda for the July 2013 meeting of the Board of Supervisors.

Please let me know if you have additional questions. Thank you.

Attachments

Institutional Approval



Larry Hollier, M.D.
Chancellor

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

**\$ _____
BOARD OF SUPERVISORS
OF
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE
REVENUE REFUNDING BONDS
(LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER PROJECTS)
SERIES 2013**

SECOND SUPPLEMENTAL RESOLUTION

**Adopted July 26, 2013
Executed _____, 2013**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS; FINDINGS AND INTERPRETATION; AMENDMENTS 3
Section 1.01. *Definitions*. 3
Section 1.02. *Ratification of Selection of Underwriter; Sale of the Bonds*. 8
Section 1.03. *Ratification and Approval of Preliminary Official Statement; Ratification and Approval of Notice of Intent; Approval of Official Statement; Purchase Agreement, Commitment and other documents*. 8
Section 1.04. *Authorized Board Representatives*. 9
Section 1.05. *Amendments to General Bond Resolution*. 10

ARTICLE II

AUTHORIZATION AND DETAILS OF THE SERIES 2013 BONDS 11
Section 2.01. *Authorization*. 11
Section 2.02. *Form; Denominations; Date; Continuing Pledge; Limited Obligations* 11
Section 2.03. *Payment of Principal and Interest* 12
Section 2.04. *Initial Delivery of Bonds* 13
Section 2.05. *Book-Entry System* 14
Section 2.06. *Disposition of Proceeds of the Series 2013 Bonds*. 15

ARTICLE III

REDEMPTION 16
Section 3.01. *Extraordinary Optional Redemption of the Series 2013 Bonds* 16
Section 3.02. *Optional Redemption* 16
Section 3.03. *Mandatory Sinking Fund Redemption* 17
Section 3.04. *Notice of Redemption of Series 2013 Bonds* 18

ARTICLE IV

PLEDGE AND PAYMENT OF DEDICATED REVENUES 19
Section 4.01. *Pledge and Payment*. 19

ARTICLE V

PROVISIONS RELATIVE TO BOND INSURANCE 20

ARTICLE VI

ADDITIONAL COVENANTS

..... 21
Section 6.01. *No Litigation.* 21
Section 6.02. *Continuing Disclosure.* 21

ARTICLE VII

FUNDS AND ACCOUNTS

..... 22
Section 7.01. *Bond Proceeds Fund.* 22
Section 7.02. *Rebate Fund.* 22
Section 7.03. *Series 2013 Costs of Issuance Fund.* 22
Section 7.04. *Series 2013 Bond Fund.* 22
Section 7.05. *Series 2013 Prior Bond Fund.* 23
Section 7.06. *Intentionally Left Blank* 23
Section 7.07. *Series 2013 Reserve Fund* 23
Section 7.08. *Instructions to Trustee* 23

ARTICLE VIII

MISCELLANEOUS

..... 24
Section 8.01. *Bond Resolution to Constitute Contract.* 24
Section 8.02. *Conflicts with General Bond Resolution.* 24
Section 8.03. *Notices* 24
Section 8.04. *Notices to S&P and Moody's.* 25
Section 8.05. *Effective Date.* 25

EXHIBIT A—FORM OF SERIES 2013 BOND

EXHIBIT B—FORM OF NOTICE OF REDEMPTION OF PRIOR BONDS

EXHIBIT C—SERIES 2013 COSTS OF ISSUANCE REQUISITION FORM

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

SECOND SUPPLEMENTAL RESOLUTION

A Second Supplemental Resolution supplementing the General Bond Resolution adopted on January 21, 2000; providing for the issuance of _____ Dollars (\$ _____) principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013, pursuant to the General Bond Resolution; approving and confirming the sale of the Series 2013 Bonds; prescribing the form, fixing the details and providing for the payment of principal of and interest on the Series 2013 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 (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, and Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974 (collectively, the “Act”), and other constitutional and statutory authority, authorize the Board of Supervisors of Louisiana State University and Agriculture and Mechanical College (the “Board”) to borrow money and to issue bonds and refunding bonds and pledge revenues for the payment thereof in accordance with law and with approval of the State Bond Commission; and

WHEREAS, the Board adopted a General Bond Resolution on January 21, 2000 (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 as set forth in a Supplemental 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 Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 in an aggregate principal amount of \$ _____ (the “Series 2013 Bonds”), to be used, together with other available moneys of the Board, to (i) current refund the Board’s outstanding Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the “Series 2000 Bonds”), issued in the original aggregate principal amount of \$15,910,000 and currently outstanding in the principal

amount of \$ _____ (the "Prior Bonds"), (ii) fund the Series 2013 Reserve Fund and (iii) pay the costs of issuance of the Series 2013 Bonds **[**insurance policy?**]**; and

WHEREAS, the Series 2000 Bonds were issued pursuant to the General Bond Resolution and the First Supplemental Resolution adopted by the Board on January 21, 2000, and effective on January 3, 2000 (the "First Supplemental Resolution"), and the proceeds thereof, together with other available moneys of the Board, were used for the purposes of (i) financing (a) the planning, renovation and construction of the old Charity Hospital School of Nursing Building for use as a day care center, wellness center and student dormitory facility and (b) the acquisition of land for use as parking (collectively, the "2000 Project"), (ii) current refunding the Board's Building Revenue Bonds, Series 1962 (the "1962 Bonds"), (iii) paying interest capitalized on the Series 2000 Bonds, (iv) funding the Series 2000 Reserve Fund and (v) paying the Costs of Issuance of the Series 2000 Bonds; and

WHEREAS, the 1962 Bonds were originally issued in the amount of \$2,990,000 for the purpose of financing a portion of the costs of the construction, furnishing, and equipping of a ten-story dormitory facility located on the campus of the University; and

WHEREAS, pursuant to a resolution adopted by the Board at its meeting of October 26, 2012 (the "Authorization Resolution"), the Board authorized the University and its representatives to make application to the Louisiana State Bond Commission for authority to proceed with the issuance and sale of its not to exceed \$14,400,000 Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 in order to accomplish the current refunding of the Refunded Bonds; and

WHEREAS, the Louisiana State Bond Commission authorized and approved the issuance and sale of the Series 2013 Bonds at its meeting on July 18, 2013; and

[WHEREAS, the Bonds are entitled to the benefit of a _____ insurance policy (the "Bond Insurance Policy") issued by _____ (the "Bond Insurer"); and**]**

WHEREAS, the Board proposes by this Second Supplemental Resolution to authorize the issuance of the Series 2013 Bonds under Sections 2.02 and 2.04(c) of the General Bond Resolution and the Act and to specify the terms and conditions of the Series 2013 Bonds.

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

ARTICLE I

DEFINITIONS; FINDINGS AND INTERPRETATION; AMENDMENTS

Section 1.01. *Definitions.* Unless the context shall clearly indicate some other meaning, all words and terms used in this Second Supplemental Resolution which are defined in the General Bond Resolution shall, for all purposes of this Second 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 the resolution adopted by the Board on October 26, 2012, granting authorization to proceed with the issuance of the Series 2013 Bonds and making application to the State Bond Commission.

“*Authorized Board Representative*” means, with respect to the Series 2013 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 the Vice Chancellor for Finance, 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.

“*Authorized Denomination*” means \$5,000 or any integral multiple thereof.

“*Beneficial Owner*” means, with respect to the Series 2013 Bonds, a Person owning a Beneficial Ownership Interest therein, as evidenced to the satisfaction of the Trustee.

“*Beneficial Ownership Interest*” means the beneficial right to receive payments and notices with respect to the Series 2013 Bonds, which are held by the Depository under a book entry system.

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

“*Board Documents*” means the General Bond Resolution, this Second Supplemental Resolution, the Official Statement, the Series 2013 Tax Compliance Certificate, the Paying Agent Agreement and the Purchase Agreement.

[**“*Bond Insurance Policy*” means the _____ policy issued by the Bond Insurer that guarantees payment of principal of and interest on the Series 2013 Bonds.

“*Bond Insurer*” means _____, or any successor thereto**]

“*Bond Resolution*” means, with respect to the Series 2013 Bonds, the General Bond Resolution as heretofore supplemented and amended, and as additionally supplemented and amended by this Second Supplemental Resolution.

“*Bond Year*” means the twelve (12) month period commencing at 12:01 a.m. on May 2 of each year and ending at midnight the succeeding May 1 or, at the discretion of the Board, any other twelve month period; provided that the first Bond Year shall commence on the date of delivery of the Series 2013 Bonds and end at midnight on May 1, 2014.

“*Book Entry Form*” or “*book entry system*” means a form or system, as applicable, under which (i) the Beneficial Ownership Interests may be transferred only through a book entry and (ii) physical Series 2013 Bonds certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical Series 2013 Bonds certificates “immobilized” in the custody of the Depository. The book entry system maintained by and the responsibility of the Depository and not maintained by or the responsibility of the Board or the Trustee is the record that identifies, and records the transfer of the interests of, the owners of book entry interests in the Series 2013 Bonds.

“*Business Day*” means a day other than (i) a Saturday, Sunday or legal holiday in the cities in which the principal offices of the Board and the Trustee are 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 Bonds.

[**“*Commitment*” means the commitment for the issuance of the Bond Insurance Policy dated _____, 2013 and executed by the Bond Insurer and accepted by the Board.**]

“*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 2013 Bonds, the obligations listed in subparagraphs ___ and ___ under the definition of “*Permitted Investments*” in this Section 1.01.

“*Depository*” means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record

ownership of book entry interests in Series 2012 Bonds, and to effect transfers of book entry interests in Series 2012 Bonds in book entry form, and includes and means, initially, DTC.

“*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 hereof.

“*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.

“*First Supplemental Resolution*” means the First Supplemental Resolution adopted by the Board on January 21, 2000, pursuant to which the Series 2000 Bonds were issued.

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

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

“*General Bond Resolution*” means the General Bond Resolution adopted by the Board on January 21, 2000, as amended to the date hereof.

“*Interest Payment Date*” means May 1 and November 1 of each year, commencing November 1, 2013.

“*Letter of Representation*” means the Blanket Issuer Letter of Representation dated August 20, 1996, by the Board to DTC with respect to the Bonds, or any agreement between the Board and the Trustee and a successor securities depository appointed pursuant to Section 2.05 hereof, in either case as from time to time amended.

“*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.

“*Outstanding*,” “*Outstanding Bonds*” or “*Bonds Outstanding*” when used as of a particular time with reference to Series 2013 Bonds, means all Series 2013 Bonds delivered under this Second Supplemental Resolution except:

- (i) Series 2013 Bonds cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (ii) Series 2013 Bonds paid or deemed to have been paid within the meaning of Article XIII of the General Bond Resolution; and

(iii) Series 2013 Bonds in lieu of or in substitution for which replacement Series 2013 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 Bank of New York Mellon Trust Company, N.A., a national banking association, and its successors and assigns.

“*Paying Agent Agreement*” means the Paying Agent Agreement dated _____, 2013 between the Board and the Trustee.

“*Permitted Investments*” means _____.

“*President*” means the President of the LSU System, and shall include any interim or successor office.

“*Principal Payment Date*” means May 1 of each year, commencing May 1, 2014.

“*Prior Bonds*” means the outstanding Series 2000 Bonds, as more particularly identified in **Exhibit B** hereto, being refunded using proceeds of the Series 2013 Bonds.

“*Purchase Agreement*” means the Bond Purchase Agreement dated _____, 2013 between the Board and the Underwriter.

“*Redemption Date*” means, when used with respect to the Prior Bonds, _____, 2013.

“*Reserve Fund Investment*” means a qualified surety bond issued by an insurance company rated in the highest rating category by S&P and Moody’s and, if rated by A.M. Best & Company, must also be rated in the highest rating category by A.M. Best & Company, including, without limitation, the Surety Bond.

“*Series 2000 Bonds*” means the Bonds issued pursuant to the General Bond Resolution and the First Supplemental Resolution.

“*Series 2000 Trustee*” means the Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York), a national banking association, and its successors and assigns, as trustee for the Series 2000 Bonds.

“*Series 2013 Bond Proceeds Fund*” means the Fund by that name created by Section 7.01 hereof.

“*Series 2013 Continuing Disclosure Certificate*” means the Continuing Disclosure Certificate of the Board, dated the date of delivery of the Series 2013 Bonds.

“*Series 2013 Costs of Issuance Fund*” means the Fund by that name created by Section 7.03 hereof.

“*Series 2013 Prior Bond Fund*” means the Fund by that name created by Section 7.05 hereof.

“*Series 2013 Interest Account*” means the Account of that name established within the Bond Fund pursuant to Section 7.04 hereof.

“*Series 2013 Principal Account*” means the Account of that name established within the Bond Fund pursuant to Section 7.04 hereof.

“*Series 2013 Prior Bond Fund*” means the Fund by that name created by Section 7.05 hereof.

“*Series 2013 Rebate Fund*” means the Fund by that name created by Section 7.02 hereof.

“*Series 2013 Reserve Fund*” means the Fund of that name established pursuant to Section 7.07 hereof.

“*Series 2013 Tax Compliance Certificate*” means the Tax Compliance Certificate relating to the Series 2013 Bonds executed by an Authorized Board Representative.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., a national banking association, and its successors and assigns.

“*2013 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 2013 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 2013 Bonds and any other cost, charge or fee in connection with the original sale and issuance of the Series 2013 Bonds.

“*Undertaking*” shall have the meaning assigned thereto in Section 6.02 hereof.

“*Underwriter*” means Raymond James & Associates, Inc., and its successors and assigns.

“*Vice Chancellor for Finance*” means the Vice Chancellor for Finance for the University, and shall include any interim or successor office.

Unless or except as the context shall clearly indicate otherwise or may otherwise require in this Second Supplemental Resolution: (i) all references to a particular section, paragraph or subdivision of the General Bond Resolution or this Second Supplemental Resolution, as the case may be, are to be the corresponding section, paragraph or subdivision of the General Bond Resolution only or this Second Supplemental Resolution only, as the case may be; (ii) the terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and any similar terms, refer to this Second

Supplemental Resolution only, and to this Second 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 subdivisions thereof; and (iv) the term “heretofore” means before the time of effectiveness of this Second Supplemental Resolution and the term “hereafter” means after the time of the effectiveness of this Second Supplemental Resolution.

Section 1.02. ***Ratification of Selection of Underwriter; Sale of the Bonds.*** The selection by Authorized Board Representatives of Raymond James & Associates, Inc. (the “Underwriter”), as the underwriter of the Bonds, is hereby ratified and approved. The sale of the Series 2013 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 1.03. ***Ratification and Approval of Preliminary Official Statement; Ratification and Approval of Notice of Intent; Approval of Official Statement; Purchase Agreement, Commitment and other documents.***

(a) In connection with the issuance and sale of the Series 2013 Bonds, there have been prepared and submitted to this meeting forms of:

(i) a draft of the Preliminary Official Statement dated _____, 2013 (the “Preliminary Official Statement”), used in connection with the marketing of the Series 2013 Bonds;

(ii) a draft of the final Official Statement dated _____, 2013 (the “Official Statement”) to be used in connection with the sale of the Series 2013 Bonds;

(iii) the Purchase Agreement;

(iv) the Series 2013 Continuing Disclosure Certificate;

(v) the Series 2013 Tax Compliance Certificate; and

(vi) the Paying Agent 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 an Authorized Board Representative to the Underwriter are hereby approved and ratified in connection with the public offering and marketing of the Series 2013 Bonds.

(c) The Official Statement, in substantially 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 in connection with the public offering and sale of the Series 2013 Bonds with such changes, insertions and omissions as may be approved by the Vice Chancellor for Finance and Bond Counsel is hereby approved. The Vice Chancellor for Finance 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 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.

(d) The Series 2013 Continuing Disclosure Certificate and the Paying Agent Agreement, in substantially the forms submitted herewith and made a part hereof as though set forth in full herein, are hereby approved. An Authorized Board Representative is hereby authorized and directed to execute and deliver the Series 2013 Continuing Disclosure Certificate and the Paying Agent Agreement with such changes, insertions and omissions as he and Bond Counsel may approve, said execution being conclusive evidence of such approval.

(e) The publication of the Notice of Intention to Issue Bonds approved by the Board in the Authorization Resolution is hereby ratified.

[**(f) The execution of the Commitment by an Authorized Board Representative in substantially the form submitted herewith and made a part hereof as though set forth in full herein, is hereby ratified and approved.**]

Section 1.04. ***Authorized Board Representatives.*** Except as otherwise set forth herein, each Authorized Board Representative, or any one of them acting alone, is hereby authorized and directed to execute and deliver the Board Documents, as required, and any and all other documents and instruments, as required, 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.

Section 1.05. ***Amendments to General Bond Resolution.***

(a) Section 1.01 of the General Bond Resolution is hereby amended to delete the definition of “Daycare Center,” and, accordingly, all references to “Daycare Center” in the General Bond Resolution shall be disregarded as though deleted from the General Bond Resolution.

(b) Section 1.01 of the General Bond Resolution is hereby amended to delete the definition of “Prior Lien Obligations,” and, accordingly, all references to “Prior Lien Obligations” in the General Bond Resolution shall be disregarded as though deleted from the General Bond Resolution.

(c) The first sentence of Section 5.02 of the General Bond Resolution is hereby amended as follows:

“Notice of any redemption shall be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days prior to the date fixed for redemption, or such other date as may be specified by a Supplemental Resolution, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Trustee.”

ARTICLE II

AUTHORIZATION AND DETAILS OF THE SERIES 2013 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 2013 Bonds to be designated "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013," in the principal amount of \$_____ to be used, together with other available moneys of the Board, for the purposes of (i) current refunding the Prior Bonds, (ii) funding the 2013 Reserve Fund and (iii) paying the 2013 Costs of Issuance.

Section 2.02. **Form; Denominations; Date; Continuing Pledge; Limited Obligations.** (a) The Series 2013 Bonds shall be issuable as fully registered bonds, without coupons, only in denominations of \$5,000 or any integral multiple thereof ("Authorized Denomination"), and shall be substantially in the form set forth in **Exhibit A** hereto, with such variations as may be permitted or required by the Act or the General Bond Resolution. The Series 2013 Bonds may also bear such legends or other text as may be required by law or usage. The Series 2013 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 Trustee.

(b) The Series 2013 Bonds shall mature on May 1 of each year in such principal amounts and at such rates of interest per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(c) The Bond Resolution creates a continuing pledge of the Dedicated Revenues for the full and prompt payment of the principal of, premium, if any, and interest on the Series 2013 Bonds. The Series 2013 Bonds shall be solely an obligation of the Board, payable as to principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Dedicated Revenues. The Series 2013 Bonds, as to principal, interest and premium, if any, shall be payable solely from the Dedicated Revenues, which Dedicated Revenues shall be and hereby are pledged to the punctual payment of such principal, interest and premium, if any, in accordance with the provisions of the Bond Resolution. All

Dedicated Revenues shall immediately be subject to this pledge without any physical delivery thereof or further act, and this pledge shall be valid and binding as against all persons, irrespective of whether such persons have notice thereof. However, such portions of the Dedicated Revenues deemed by the University to be in excess of that needed for transfer to the Bond Fund shall be available to the Board to pay from time to time Current Expenses and for any other lawful purpose of the Board. Any provision in the Bond Resolution to the contrary notwithstanding, in the event Dedicated Revenues are insufficient at any time to pay Debt Service Requirements on the Series 2013 Bonds, the Board will use its best efforts to identify and use other revenues available to it to pay any shortfall in the Debt Service Requirements on the Series 2013 Bonds.

(d) THE SERIES 2013 BONDS SHALL BE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM DEDICATED REVENUES AND FROM THE FUNDS AND ACCOUNTS HELD UNDER THE BOND RESOLUTION WITH RESPECT TO THE SERIES 2013 BONDS (EXCEPT ANY FUND CREATED TO HOLD MONEYS PENDING REBATE TO THE UNITED STATES OR FOR PAYMENT OF COSTS OF ISSUANCE OF THE SERIES 2013 BONDS); PROVIDED, HOWEVER, THE BOARD WILL USE ITS BEST EFFORTS TO IDENTIFY AND USE OTHER REVENUES AVAILABLE TO IT TO PAY DEBT SERVICE REQUIREMENTS ON THE SERIES 2013 BONDS IN THE EVENT OF A SHORTFALL OF DEDICATED REVENUES. THE SERIES 2013 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 2013 BONDS OR THE INTEREST THEREON AND THE SERIES 2013 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.

Section 2.03. ***Payment of Principal and Interest.*** (a) Interest Payment Dates shall be May 1 and November 1 of each year, commencing November 1, 2013. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2013 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 2013 Bonds of such maturity.

(b) Interest on the Series 2013 Bonds shall be computed from the Interest Payment Date to which interest has been paid or duly provided for next preceding the date of authentication thereof, unless (a) such date of authentication shall be prior to the first Interest Payment Date, in which case interest shall be computed from the date of issuance of the Series 2013 Bonds, or (b) such date of authentication shall be an Interest Payment Date to which interest on the Series 2013 Bonds has been paid in full or duly provided for, in which case interest shall be computed from such date of authentication; provided, however, that if interest on the Series 2013 Bonds shall be in default, Series 2013 Bonds

issued in exchange for Bonds surrendered for registration of transfer or exchange shall bear interest from the last date to which interest has been paid or duly provided for on the Series 2013 Bonds or, if no interest has been paid or duly provided for on the Series 2013 Bonds, from the date of delivery thereof.

(c) Principal of any Series 2013 Bonds which have become due and payable, together with any applicable redemption premium, shall be payable only upon presentation and surrender of such Series 2013 Bonds at the principal corporate trust office of the Trustee.

(d) Interest on the Series 2013 Bonds (except defaulted interest) shall be paid to the Persons who are the Owners of the Series 2013 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 Trustee 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 Trustee prior to the Record Date.

(e) Any Owner of Series 2013 Bonds in an aggregate principal amount of at least \$1,000,000 may 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 Trustee 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 Trustee. 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 2013 Bonds being paid).

Section 2.04. ***Initial Delivery of Bonds.*** Upon receipt of the following documents and a written order of the Board, the Trustee shall authenticate the Series 2013 Bonds and deliver them to the Underwriter:

1. The executed Series 2013 Bonds;
2. A copy, duly certified by the Administrative Secretary of the Board, of the General Bond Resolution and this Second Supplemental Resolution;
3. A request and authorization to the Trustee signed by an Authorized Board Representative to authenticate and deliver the Series 2013 Bonds to the Underwriter upon payment to the Trustee, but for the account of the Board, of a specified sum;
4. The opinion of Adams and Reese LLP, Bond Counsel, that the Series 2013 Bonds are legally issued and that interest on the Series 2013 Bonds is excludable from gross income for federal income tax purposes under existing laws;

***5. The Bond Insurance Policy;

6. The Surety Bond;**]
7. The executed Series 2013 Tax Compliance Certificate and Series 2013 Continuing Disclosure Certificate;
- [**8. The Financial Guaranty Agreement, attached as **Exhibit C** hereto and the terms of which are incorporated into this Bond Resolution as though fully set forth herein;**]
9. The Paying Agent Agreement; and
10. Such other documents, certificates or agreements as shall be required by Bond Counsel.

Section 2.05. **Book-Entry System.** (a) The Series 2013 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2013 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 Registered Owner of all the Series 2013 Bonds shall be Cede & Co., as nominee for DTC, provided that Cede & Co. may register the transfer of the Series 2013 Bonds to another nominee for DTC if the Letter of Representation provides for such transfer. All payments of principal of and premium and interest on the Series 2013 Bonds shall be made in the manner provided in the Letter of Representation. The Trustee is hereby authorized and directed to comply with all terms of the Letter of Representation.

(b) Neither the Board nor the Trustee shall be liable to any Person, including any Participant and any Person claiming any interest in any 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 Trustee 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 2013 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 Letter of Representation, the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2013 Bonds or any consent given by DTC as Owner.

(c) (i) If DTC gives notice to the Board or the Trustee pursuant to the Letter of Representation that it will discontinue providing its services as securities depository with respect to the Series 2013 Bonds, the Board shall, in its sole discretion, either appoint a successor securities depository or terminate the book-entry system for the Series 2013 Bonds. The Board shall give the Trustee 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 2013 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 Trustee. 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 Trustee agreeing to act as the depository and clearing agency for all the Series 2013 Bonds. After such agreement has become effective, DTC shall present the Series 2013 Bonds for registration of transfer in accordance with Section 3.05 of the General Bond Resolution and the Trustee 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 Trustee shall, upon presentation of Series 2013 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 Trustee shall give notice of such event to the Bond Owners (through DTC) and (i) the name and address of the successor securities depository or (ii) that Series 2013 Bonds may now be obtained by beneficial owners of the Series 2013 Bonds, or their nominees, upon proper instructions being given to DTC by the relevant Participant and compliance by DTC with the provisions of the Bond Resolution regarding registration of transfers.

Section 2.06. ***Disposition of Proceeds of the Series 2013 Bonds.*** Upon the delivery of and payment for the Series 2013 Bonds, the proceeds thereof, together with other available moneys of the Board, shall be deposited as directed by written order of the Board in the appropriate Fund or Account designated by such order.

ARTICLE III

REDEMPTION

Section 3.01. *Extraordinary Optional Redemption of the Series 2013 Bonds.* To the extent not inconsistent with PPM-10, 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 2013 Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if any 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, to use the Net Proceeds to redeem Bonds rather than repair, replace, rebuild or restore the Auxiliary Facility. Any such redemption must take place within 120 days following the receipt of any casualty insurance or condemnation proceeds relating to such damage, destruction or taking.

The Board shall give the Trustee at least 45 days' notice of any redemption to be made pursuant to this Section 3.01. The notice shall otherwise conform to the requirements for redemption notices set forth in Section 3.04 hereof.

Section 3.02. *Optional Redemption.* The Series 2013 Bonds maturing May 1, 2023 and thereafter are subject to optional redemption on any date on or after May 1, 2022 in whole or in part as selected by the Trustee by lot at the direction of the Board (in Authorized Denominations), at the redemption price equal to the par amount of Series 2013 Bonds to be redeemed plus accrued interest to the redemption date.

The Board shall give the Trustee at least 45 days' notice of any redemption to be made pursuant to this Section 3.02. The notice shall otherwise conform to the requirements for redemption notices set forth in Section 3.04 hereof.

Section 3.03. *Mandatory Sinking Fund Redemption.* The Series 2013 Bonds maturing May 1, 20__ shall be subject to mandatory redemption and payment prior to maturity on May 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

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

*

*Final Maturity

The Series 2013 Bonds maturing May 1, 20__ shall be subject to mandatory redemption and payment prior to maturity on May 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

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

*

*Final Maturity

However, if Series 2013 Bonds have been redeemed pursuant to Section 3.01 or 3.02 or if the Board has delivered Series 2013 Bonds to the Trustee for cancellation, the Board may direct that any mandatory redemption and payment be reduced by an amount equal to all or a portion of the principal amount of any Series 2013 Bonds so redeemed or delivered for cancellation (and not previously used to reduce any mandatory redemption and payment). The Board shall deliver to the Trustee any such direction at least 45 days before the redemption date.

If amounts are being held in the 2013 Principal Account to be used to redeem Series 2013 Bonds pursuant to this Section 3.03, in lieu of such redemption the Board may, no later than 45 days before the redemption date, direct the Trustee to use part or all of such moneys to purchase Series 2013 Bonds, in a principal amount not to exceed the next mandatory redemption and payment, which are presented to it by Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series 2013 Bonds shall not exceed the redemption price of the Series 2013 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 2013 Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series 2013 Bonds. All Series 2013 Bonds so purchased shall be cancelled and applied as a credit (in an amount equal to the principal amount of such Series 2013 Bonds) against the next mandatory redemption and payment.

Section 3.04. ***Notice of Redemption of Series 2013 Bonds.*** Notice of redemption shall be given in the manner set forth in Section 5.02 of the General Bond Resolution.

If less than all the Series 2013 Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series 2013 Bonds or portion thereof to be redeemed. The notice of redemption relative to the Series 2013 Bonds shall state that it is conditioned on there being sufficient money on deposit in the Bond Fund to pay the full redemption price of the Series 2013 Bonds.

If a 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 2013 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 2013 Bonds.

ARTICLE IV

PLEDGE AND PAYMENT OF DEDICATED REVENUES

Section 4.01. *Pledge and Payment.* (a) All of the Board's right, title and interest to the Dedicated Revenues and the Funds and Accounts relating to the Series 2013 Bonds (except any fund created to hold moneys pending rebate to the United States or for payment of costs of issuance of the Series 2013 Bonds) are hereby pledged by the Board for the payment of Debt Service Requirements on the Series 2013 Bonds issued hereunder [**and for any payments owed by the Board to the Bond Insurer (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 Dedicated Revenues as provided in this Section shall be on a parity with any Additional Bonds issued pursuant to Article II of the General Bond Resolution.

(b) Amounts equal to the aggregate of (i) the amount of interest payable on the Series 2013 Bonds on the next Interest Payment Date, (ii) ½ of the amount of principal due on the Series 2013 Bonds on the next required Principal Payment Date and (iii) any amount necessary for deposit to the Series 2013 Reserve Fund to cause amounts on deposit in the Series 2013 Reserve Fund to equal the Reserve Requirement shall be transferred by the Board from Dedicated Revenues by check or wire transfer in immediately available funds, on or prior to the fifth day immediately preceding each May 1 and November 1, beginning November 1, 2013, to the Series 2013 Interest Account, the Series 2013 Principal Account or the Series 2013 Reserve Fund, as the case may be.

ARTICLE V

PROVISIONS RELATIVE TO BOND INSURANCE

[to come]

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. ***No Litigation.*** Except as may be set forth in the Official Statement relative to the Series 2013 Bonds, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Board, nor, to the best of the knowledge of the Board, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Bond Resolution or which, in any way, would adversely affect the validity or enforceability of the Bond Resolution, or any agreement or instrument to which the Board is a party, used or contemplated for use in the consummation of the transactions contemplated thereby.

Section 6.02. ***Continuing Disclosure.*** To the extent required by law, the Board hereby covenants to enter into the Series 2013 Continuing Disclosure Certificate, which shall constitute the written undertaking (the “Undertaking”) for the benefit of the holders of the Series 2013 Bonds required by Section (b)(5)(i) 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 6.02 and the Undertaking be assigned to the Trustee for the benefit of the holders of the Series 2013 Bonds and that each Bondholder be a beneficiary of this Section 6.02 with the right to enforce this Section 6.02 and the Undertaking directly against the Board.

Notwithstanding any other provision of the General Bond Resolution as supplemented hereby, the failure of the Board to comply with the Series 2013 Continuing Disclosure Certificate shall not be considered an “Event of Default” hereunder, however, the Trustee may (and, at the request of the Owners of at least 25% in aggregate principal amount of the Series 2013 Bonds and after being indemnified in costs and expenses, shall) or any Owner may, take such actions as may be necessary and appropriate, including mandate or specific performance by court order, to cause the Board to comply with its covenant under this Section.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.01. ***Bond Proceeds Fund.*** The Board hereby establishes with the Trustee a fund to be known as “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Bond Proceeds Fund.” The Bond Proceeds Fund shall be maintained with the Trustee and used to receive the proceeds of the Series 2013 Bonds and other available moneys of the Board and to transfer to the Series 2013 Prior Bond Fund, the Series 2013 Costs of Issuance Fund and the Series 2013 Reserve Fund the amounts specified by the written order of the Board referenced in Section 2.06.

Section 7.02. ***Rebate Fund.*** The Board shall pay from Dedicated Revenues all payments required by the Series 2013 Tax Compliance Certificate at the times required therein, if any, to the United States as a rebate payment if required under the Code. The Board hereby establishes with the Trustee a fund to be known as “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Rebate Fund” to be used for that purpose. The Series 2013 Rebate Fund shall be held for the sole benefit of the United States of America and is not pledged pursuant to the Bond Resolution. Deposits shall be made into and withdrawals shall be made from the Series 2013 Rebate Fund as provided in the Series 2013 Tax Compliance Certificate.

Section 7.03. ***Series 2013 Costs of Issuance Fund.*** The Board hereby establishes a fund with the Trustee to be known as the “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Costs of Issuance Fund” (the “Series 2013 Costs of Issuance Fund”) to be funded with proceeds of the Series 2013 Bonds in such amount as shall be directed by written order of the Board to the Trustee upon issuance and delivery of the Series 2013 Bonds. Except as otherwise provided in the written order of the Board referenced in the preceding sentence, moneys in the Series 2013 Costs of Issuance Fund shall be applied by the Trustee to pay out, upon the written order of an Authorized Board Representative in substantially the form attached hereto as **Exhibit C**, 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 Bonds. Upon the earlier of (i) _____, 2014, or (ii) receipt of the written direction of an Authorized Board Representative stating that all 2013 Costs of Issuance have been paid, the Trustee shall transfer any amounts remaining in the Series 2013 Costs of Issuance Fund to the Series 2013 Interest Account.

Earnings on amounts in the Series 2013 Costs of Issuance Fund not used to pay 2013 Costs of Issuance shall be transferred to the Series 2013 Interest Account.

Section 7.04. ***Series 2013 Bond Fund.*** The Board hereby establishes a fund with the Trustee to be known as the “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Bond Fund” (the “Series 2013 Bond Fund”). There is hereby established within the Series 2013 Bond Fund an account to be known as the “Series 2013 Interest

Account” and an account to be known as the “Series 2013 Principal Account.” The Series 2013 Interest Account and the Series 2013 Principal Account shall be administered as provided in Section 7.03 of the General Bond Resolution and Section 4.01(b) of this Second Supplemental Resolution.

Section 7.05. ***Series 2013 Prior Bond Fund.*** The Board hereby establishes a fund with the Trustee to be known as the “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Prior Bond Fund (the “Series 2013 Prior Bond Fund”). Amounts shall be deposited to the Prior Bond Fund as set forth in Section 2.06 hereof and shall be transferred to the Series 2000 Trustee and used to redeem the Prior Bonds on _____, 2013 (the “Redemption Date”), in accordance with the General Bond Resolution and the First Supplemental Resolution. Any amounts on deposit in the Series 2013 Prior Bond Fund in excess of the amount required to redeem the Prior Bonds on the Redemption Date will be transferred to the Series 2013 Interest Account.

Section 7.06. ***Intentionally Left Blank.***

Section 7.07. ***Series 2013 Reserve Fund.*** The Board hereby establishes a fund with the Trustee to be known as the “Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Reserve Fund” (the “Series 2013 Reserve Fund”). The Series 2013 Reserve Fund shall be administered as provided in Section 7.04 of the General Bond Resolution. The Series 2013 Reserve Fund shall be funded on the date of delivery of the Series 2013 Bonds in an amount equal to the Reserve Requirement (or a Reserve Fund Investment in such amount, or a combination of cash and a Reserve Fund Investment in such amount), initially \$_____.

Section 7.08. ***Instructions to Trustee.*** The Board agrees that the Trustee may accept and act upon instructions or directions from the Board pursuant to this Second Supplemental Resolution sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods (collectively, “electronic transmission”), provided that the electronic transmission includes an electronic copy of instructions or directions signed by an Authorized Board Representative and further provided that (i) the Board, subsequent to such transmission of written instructions or directions by electronic transmission, shall provide the originally executed instructions or directions to the Trustee in a timely manner, (ii) such originally executed instructions or directions shall be signed by a person as may be designated and authorized to sign for the Board or in the name of the Board, by an authorized representative of the Board, and (iii) the Board shall provide to the Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Board elects to give the Trustee e-mail or facsimile instructions or directions and the Trustee in its discretion elects to act upon such instructions. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. ***Bond Resolution to Constitute Contract.*** In consideration of the purchase and the acceptance of the Series 2013 Bonds by those who shall hold the same from time to time, the provisions of the Bond Resolution shall be a part of the contract of the Board with the Owners of the Series 2013 Bonds and shall be deemed to be and shall constitute a contract between the Board, the Trustee, [****the Bond Insurer****] and the Owners from time to time of the Series 2013 Bonds. The provisions, covenants and agreements set forth in the Bond Resolution to be performed by and on behalf of the Board shall be for the benefit and protection of the holders of any and all of the Series 2013 Bonds.

Section 8.02. ***Conflicts with General Bond Resolution.*** To the extent any provisions contained in this Second Supplemental Resolution conflict with any provision contained in the General Bond Resolution, the provisions of this Second Supplemental Resolution shall govern.

Section 8.03. ***Notices.*** Any request, demand, authorization, direction, notice, consent or other document provided or permitted by the Bond Resolution shall be sufficient for any purpose under the Bond Resolution (except as otherwise provided in the Bond Resolution), when mailed by registered or certified mail, return receipt requested, postage prepaid, sent by telegram, or telex or telecopy or other similar facsimile communication, confirmation received, or when given by telephone, confirmed in writing, sent by any of the above methods on the same day, addressed to the parties as follows at the following addresses (or such other address as may be provided by any party by notice in the manner set forth in this paragraph) and shall be deemed to be effective upon receipt:

- | | |
|-------------------------|---|
| If to the Board: | (1) President of the LSU System
111 System Building
Baton Rouge, LA 70803
Facsimile: 225.388.5524 |
| | (2) Vice Chancellor for Finance
Louisiana State University Health Sciences Center - New Orleans
433 Bolivar Street
New Orleans, Louisiana 70112
Facsimile: 504.568-5135 |
| If to the Trustee: | The Bank of New York Mellon Trust Company, N.A.
Corporate Trust Division
301 Main Street, Suite 1510
Baton Rouge, Louisiana 70825
Facsimile: 225.____._____ |
| If to the Bond Insurer: | [to come] |

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 8.04. *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 registered or certified mail, postage prepaid, or sent by telegram 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

S&P: Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business
55 Water Street
New York, New York 10004
Telephone: 212.208.1002
Telecopy: 212.208.1742

Section 8.05. *Effective Date.* This Second Supplemental Resolution shall be effective immediately upon its adoption by the Board and its execution and delivery by an Authorized Board Representative.

The foregoing Second Supplemental Resolution was offered by _____, and seconded by _____, and thereupon a vote was taken on the adoption of this Second 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:

ATTEST:

Name:

Title:

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 constitutes a true and correct copy of a resolution adopted by the Board on July 26, 2013, providing for the issuance of _____ Dollars (\$_____) aggregate principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013, pursuant and supplementary to the 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 to the Underwriters 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 on this, the ____ day of _____, 2013.

Administrative Secretary

[SEAL]

**EXHIBIT A
TO SECOND SUPPLEMENTAL RESOLUTION**

FORM OF SERIES 2013 BOND

Unless this Series 2013 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, any Series 2013 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
REVENUE REFUNDING BOND**

**(LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER PROJECTS)
SERIES 2013**

No. R-1 \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED</u>	<u>CUSIP</u>
____%	_____, ____	_____, 2013	

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 May 1 and November 1 of each year (each an “Interest Payment Date”) commencing November 1, 2013, at the Interest Rate per annum specified above, until the Principal Amount specified above is paid

or duly provided for. Interest on this Series 2013 Bond shall be computed from the Interest Payment Date to which interest has been paid or duly provided for next preceding the date of authentication hereof, unless (a) such date of authentication shall be prior to the first Interest Payment Date, in which case interest shall be computed from the date of issuance of this Series 2013 Bond, or (b) such date of authentication shall be an Interest Payment Date to which interest on this Series 2013 Bond has been paid in full or duly provided for, in which case interest shall be computed from such date of authentication; provided, however, that if interest on this Series 2013 Bond shall be in default, Series 2013 Bonds issued in exchange for this Series 2013 Bond surrendered for registration of transfer or exchange shall bear interest from the last date to which interest has been paid or duly provided for on this Series 2013 Bonds or, if no interest has been paid or duly provided for on this Series 2013 Bond, from the date of delivery hereof. Interest on this Series 2013 Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day periods. The principal of and premium, if any, on this Series 2013 Bond is payable upon presentation and surrender hereof at the Baton Rouge, Louisiana, corporate trust office of The Bank of New York Mellon Trust Company, N.A., as trustee and paying agent (the "Trustee").

Interest on this Series 2013 Bonds (except defaulted interest) shall be paid to the Person who is the Owner of this Series 2013 Bonds at the close of business on the Record Date (the fifteenth day of the calendar month next preceding an Interest Payment Date) next preceding the Interest Payment Date. Interest shall be paid by check of the Trustee 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 Trustee prior to the Record Date; provided that any Bond Owner of an aggregate principal amount of at least \$1,000,000 of the Series 2013 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 January 21, 2000, and the Second Supplemental Resolution adopted by the Board on July 26, 2013, authorizing the issuance of the Series 2013 Bonds (collectively, the "Bond Resolution"), for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Trustee 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 2013 Bonds") not less than ten (10) days prior thereto.

This Series 2013 Bond is issuable as a fully registered bond, without coupons, only in denominations of \$5,000 and any integral multiple thereof. This Series 2013 Bond is exchangeable for other Series 2013 Bonds in denominations of \$5,000 and any integral multiple thereof ("Authorized Denominations") of the same maturity and like aggregate principal amount at the aforesaid office of the Trustee, 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 2013 Bond shall have the meaning given to those terms in the Bond Resolution.

Optional Redemption. The Series 2013 Bonds maturing May 1, 2023 and thereafter are subject to optional redemption on any date on or after May 1, 2022 in whole or in part as selected

by the Trustee by lot at the direction of the Board (in Authorized Denominations), at the redemption price equal to the par amount of Series 2013 Bonds to be redeemed plus accrued interest to the redemption date.

The Board shall give the Trustee at least 45 days' notice of any such redemption to be made. The notice shall otherwise conform to the requirements for redemption notices set forth in the Bond Resolution.

Extraordinary Optional Redemption. Except as otherwise provided in the Bond Resolution, 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 2013 Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if any Auxiliary Facility, defined in the Bond Resolution, is damaged, destroyed or taken by eminent domain or sold under threat of condemnation and the Board elects to use the net proceeds of casualty or insurance or condemnation proceeds to redeem Series 2013 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 45 days' notice of any such redemption to be made. The notice shall otherwise conform to the requirements for redemption notices set forth in the Bond Resolution.

Mandatory Sinking Fund Redemption. The Series 2013 Bonds maturing May 1, 20__ shall be subject to mandatory redemption and payment prior to maturity on May 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

Redemption Date <u>(May 1)</u>	Principal <u>Amount</u>
---	--

*

*Final Maturity

The Series 2013 Bonds maturing May 1, 20__ shall be subject to mandatory redemption and payment prior to maturity on May 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

Redemption Date
(May 1)

Principal
Amount

*

*Final Maturity

However, if Series 2013 Bonds have been redeemed pursuant to the provisions of the Bond Resolution with respect to Extraordinary Optional Redemption or Optional Redemption or if the Board has delivered Series 2013 Bonds to the Trustee for cancellation, the Board may direct that any mandatory redemption and payment be reduced by an amount equal to all or a portion of the principal amount of any Series 2013 Bonds so redeemed or delivered for cancellation (and not previously used to reduce any mandatory redemption and payment). The Board shall deliver to the Trustee any such direction at least 45 days before the redemption date.

If amounts are being held in the Principal Account to be used to redeem such Series 2013 Bonds subject to such redemption and payment, in lieu of such redemption the Board may, no later than 45 days before the redemption date, direct the Trustee to use part or all of such moneys to purchase such Series 2013 Bonds, in a principal amount not to exceed the next redemption and payment, which are presented to it by Bond Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series 2013 Bonds shall not exceed the redemption price of the Series 2013 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 2013 Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series 2013 Bonds. All Series 2013 Bonds so purchased shall be cancelled and applied as a credit (in an amount equal to the principal amount of such Series 2013 Bonds) against the next mandatory sinking fund payment.

Notice of Redemption of Series 2013 Bonds. At least 30 days prior to a redemption date pursuant to Extraordinary Optional Redemption or Optional Redemption, the Trustee shall mail a notice of redemption to the Bond Owner of each Series 2013 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 2013 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 2013 Bond.

If less than all the Series 2013 Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series 2013 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 2013 Bonds.

If a Series 2013 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 2013 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 2013 Bonds.

Exchange and Transfer of Series 2013 Bonds. The Board and the Trustee shall not be required to issue, register the transfer of or exchange (a) any Series 2013 Bonds during a period beginning at the opening of business on the Record Date and ending at the close of business on the Interest Payment Date or (b) any Series 2013 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 2013 Bonds and ending on the date of such redemption.

Upon surrender for registration of transfer of any Series 2013 Bond, the Trustee shall register and deliver in the name of the transferee or transferees one or more new fully registered Series 2013 Bonds of authorized denomination and maturity and like aggregate principal amount. At the option of any Bond Owner, Series 2013 Bonds may be exchanged for other Series 2013 Bonds of authorized denominations of the same Series and maturity and like aggregate principal upon surrender at such office. Whenever any Series 2013 Bonds are so surrendered for exchange, the Trustee shall register and deliver in exchange thereof the Series 2013 Bond or Series 2013 Bonds which the Bond Owner making the exchange shall be entitled to receive after receipt of the Series 2013 Bonds to be transferred in proper form. All Series 2013 Bonds presented for registration of transfer or exchange shall (if so required by the Board or the Trustee) be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to Trustee, 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 2013 Bonds, but the Trustee may require payment by the Bond Owner of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

All Series 2013 Bonds delivered upon any registration of transfer or exchange of Series 2013 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 2013 Bonds surrendered upon authentication thereof by the Trustee. Prior to due presentment for registration of transfer of any Series 2013 Bond, the Board, the Trustee, and any agent of the Board or the Trustee may treat the person in whose name any Series 2013 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 2013 Bonds shall be overdue, and shall not be bound by any notice to the contrary.

The Series 2013 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 and Article VII, Section 6(C) of the Constitution of the State of Louisiana of 1974 (collectively, the “Act”) and other constitutional and statutory authority, which authorize the Board to borrow money, issue bonds and refunding bonds, and pledge revenues for the payment thereof. The Series 2013 Bonds are issued pursuant to the Bond Resolution for the benefit of the Louisiana State University Health Sciences Center (the “University”) to be used, together with other available moneys of the Board, for the purpose of (i) current refunding the Board’s Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the “Series 2000 Bonds”), issued in the original aggregate principal amount of \$15,910,000 and currently outstanding in the principal amount of \$_____ (the “Prior Bonds”), (ii) fund ing the Series 2013 Reserve Fund and (iii) pay the Costs of Issuance of the Series 2013 Bonds [****insurance policy****].

THIS SERIES 2013 BOND CONSTITUTES A SPECIAL AND LIMITED OBLIGATION OF THE BOARD PAYABLE SOLELY FROM DEDICATED REVENUES AND FROM THE FUNDS AND ACCOUNTS HELD UNDER THE BOND RESOLUTION RELATING TO THE SERIES 2013 BONDS (EXCEPT ANY FUND CREATED TO HOLD MONEYS PENDING REBATE TO THE UNITED STATES OR FOR PAYMENT OF COSTS OF ISSUANCE OF THE SERIES 2013 BONDS); PROVIDED, HOWEVER, THE BOARD WILL USE ITS BEST EFFORTS TO IDENTIFY AND USE OTHER REVENUES AVAILABLE TO IT TO PAY DEBT SERVICE REQUIREMENTS ON THE SERIES 2013 BONDS IN THE EVENT OF A SHORTFALL OF DEDICATED REVENUES. THIS SERIES 2013 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 2013 BOND OR THE INTEREST THEREON AND THIS SERIES 2013 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 2013 Bonds are equally and ratably payable from moneys dedicated by a pledge under the Bond Resolution of the Dedicated Revenues, and the Series 2013 Bonds shall enjoy a pledge thereof. Obligations in addition to the Series 2013 Bonds, subject to expressed conditions, may be issued and made payable from the Dedicated Revenues having a pledge thereof (i) subordinate and junior to the pledge relative to the Series 2013 Bonds, or (ii) subject to additional expressed conditions, on a parity with the Series 2013 Bonds, as provided in the Bond Resolution.

Dedicated Revenues are defined to mean (i) Auxiliary Revenues, (ii) Dedicated Student Fee Revenues, and (iii) University Enterprise Revenues. Auxiliary Revenues are defined to mean the gross amount of all funds, moneys or revenues 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 by such Auxiliary Enterprises in connection with any undertaking,

utilization or operation of Auxiliary Enterprises or Auxiliary Facilities, including gross receipts to the University from the lease, operation or management thereof by private entities on behalf of the Auxiliary Enterprises, prior to the payment of Current Expenses or any other payments permitted under the General Bond Resolution. Dedicated Student Fee Revenues are defined to mean the gross amount of all funds, moneys or revenues held by the University and any earnings thereon derived or to be derived by the University from certain fees received by the University from students, as more particularly described in the General Bond Resolution. University Enterprise Revenues are defined to mean the gross amount of all funds, moneys or revenues and any earnings thereon derived or to be derived by the University from self generated revenues from all fees, rates, rentals, charges or other receipts or income received by the University in connection with the University Enterprises, including gross receipts to the University from the lease, operation or management thereof by private entities on behalf of the University, prior to the payment of Current Expenses or any other payments permitted under the General Bond Resolution. Dedicated Revenues, as defined by the General Bond Resolution, may be modified as set forth in the General Bond Resolution.

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 2013 Bonds, for a description of the nature and extent of the revenues pledged to the payment of the Series 2013 Bonds, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Owners of the Series 2013 Bonds with respect thereto, the terms and conditions upon which the Series 2013 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 2013 Bond, and each owner, by acceptance of this Series 2013 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 Dedicated 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 2013 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 2013 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 2013 Bond or for any claim based thereon or otherwise in respect to the Bond Resolution against any individual member, officer or employee 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 2013 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 2013 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 2013 Bonds do not exceed any constitutional or statutory limitation.

This Series 2013 Bond shall not be valid or obligatory for any purpose until the Trustee 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 2013 Bond to be signed and executed in the name and on behalf of the Board with the manual or facsimile signature of its Authorized Board Representative, and to be attested, signed, subscribed and executed with the manual or facsimile signature of its Authorized Board Representative; 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**

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2013 Bonds described in the within-mentioned Bond Resolution, and this Series 2013 Bond has been duly registered on the registration records kept by the undersigned as Trustee for such Series 2013 Bonds.

DATE OF AUTHENTICATION

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

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 2013 Bonds.

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

Authorized Board Representative

[INSERT LEGAL OPINION]

EXHIBIT B
TO SECOND SUPPLEMENTAL RESOLUTION

FORM OF NOTICE OF REDEMPTION OF PRIOR BONDS

**NOTICE OF REDEMPTION
OF
BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE
REVENUE BONDS
(LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER PROJECTS)
SERIES 2000
Dated: January 1, 2000**

NOTICE IS HEREBY GIVEN pursuant to a General Bond Resolution adopted by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") on January 21, 2000, as amended and supplemented to the date hereof (the "General Bond Resolution"), and particularly as supplemented by the First Supplemental Resolution adopted by the Board on January 21, 2000, and executed, accepted and approved on February 3, 2000 (the "First Supplemental Resolution" and, together with the General Bond Resolution, the "Bond Resolution") that, pursuant to Section 3.02 of the First Supplemental Resolution, the Board has exercised its option to redeem the following Series 2000 Bonds (the "Refunded Bonds") on _____, 2013 (the "Redemption Date"), at a price of 100% of the principal amount thereof plus accrued interest to the Redemption Date.

<u>Maturity Date</u> <u>(May 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>CUSIP*</u>
2020	6.200%	\$4,005,000	546540 AM 7*
2031	6.375	9,075,000	546540 AN 5*

Upon the surrender of Refunded Bonds to the principal office of the Trustee on the Redemption Date, the Refunded Bonds will be redeemed in whole at a price of 100% and accrued interest to the Redemption Date.

The redemption of Refunded Bonds described herein is conditioned on there being sufficient money on deposit in the Bond Fund held by the Trustee under the First Supplemental Resolution on the Redemption Date to pay the full redemption price of the Refunded Bonds.

*The Board and The Bank of New York Mellon Trust Company, N.A., shall not be responsible for the selection or use of the CUSIP number selected, nor is any representation made as to the correctness indicated in the notice or as printed on any Refunded Bond. It is included solely for the convenience of the holders.

On or before the Redemption Date, the holders of the Refunded Bonds should present the Refunded Bonds to the Trustee at its principal office for payment as follows:

Express Delivery Only

The Bank of New York Mellon
Global Corporate Trust
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

First Class/Registered/Certified Mail

The Bank of New York Mellon
Global Corporate Trust
P.O. Box 2320
Dallas, Texas 75221-2320

By Hand Only

The Bank of New York Mellon
Global Corporate Trust
Corporate Trust Window
101 Barclay Street, 1st Floor East
New York, New York 10286

No further interest shall accrue on the Refunded Bonds on or after the Redemption Date, provided that funds sufficient for such redemption are held by the Trustee on the Redemption Date.

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

IMPORTANT TAX INFORMATION

Under federal income tax law, paying agents may be required to withhold 28% of payments to holders presenting their securities for redemption or for payment at maturity who have failed to furnish a taxpayer identification number to the paying agent, certified to be correct under penalties of perjury. Certification may be made to the paying agent on Form W-9, a copy of which will be provided upon request.

EXHIBIT C
TO SECOND SUPPLEMENTAL RESOLUTION

SERIES 2013 COSTS OF ISSUANCE REQUISITION FORM

\$ _____
BOARD OF SUPERVISORS
OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE
REVENUE REFUNDING BONDS
(LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER PROJECTS)
SERIES 2013

The Bank of New York Mellon
Trust Company, N.A., as Trustee
Baton Rouge, Louisiana

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 January 21, 2000, as supplemented and amended (the "General Bond Resolution"), and the Second Supplemental Resolution adopted by the Board on July 26, 2013 (the "Second Supplemental Resolution") relating to the above captioned issue of Bonds, hereby request payment be made from amounts on deposit in the Series 2013 Costs of Issuance Fund held by the Trustee pursuant to the Second Supplemental Resolution to the person, firm or corporation in the amount and for the purpose set forth below, such payment by wire transfer upon receipt of each such person's, firm's or corporation's wire transfer instructions or as otherwise provided in such person's, firm's or corporation's invoice:

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 2013 Costs of Issuance Fund and has not been paid;
3. If the Board is seeking reimbursement for payment of items qualifying as Series 2013 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: _____

§ _____
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
REVENUE REFUNDING BONDS
(LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER PROJECTS)
SERIES 2013

Baton Rouge, Louisiana
_____, 2013

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 Raymond James & Associates, Inc. (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 6:00 P.M., Central Time, on the date hereof, as authorized by the Board by its General Bond Resolution adopted on January 21, 2000, as supplemented and amended (the "General Bond Resolution"), and as supplemented by the Second Supplemental Resolution approved by the Board on _____, 2013 (the "Second Supplemental Resolution") (the General Bond Resolution as supplemented by the Second 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 2013 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 Revenue Refunding Bonds, (Louisiana State University Health Sciences Center Projects) Series 2013 (the "Series 2013 Bonds"). The Series 2013 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 A** hereto. The purchase price for the Series 2013 Bonds shall be \$ _____ (representing \$ _____ original principal amount of the Series 2013 Bonds less \$ _____ of Underwriter's discount and plus \$ _____ net original issue premium [less \$ _____ of Bond Insurance Premium]).

(b) Delivery of the Series 2013 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 am., Baton Rouge, Louisiana time, on _____, 2013 (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 2013 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 am., Central Time on _____, 2013 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 2013 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 2013 Bond delivered for each maturity of the Series 2013 Bonds, registered for the name of Cede & Co., as nominee for DTC. Delivery of the Series 2013 Bonds shall be made at the office of the Trustee, and the Trustee shall hold the Series 2013 Bonds as custodian for DTC under its "FAST" system.

(c) The Series 2013 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, I3-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 2013 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 2013 Bonds shall be payable from the Dedicated Revenues of Louisiana State University Health Sciences Center (the "University") and certain Funds and Accounts held by The Bank of New York Mellon Trust Company, NA., Jacksonville, Florida, as trustee (the "Trustee"), as such Dedicated Revenues may be modified from time to time, all as provided in the Bond Resolution. The Dedicated Revenues are pledged by the Board to the payment of the Bonds pursuant to the Bond Resolution.

The Series 2013 Bonds shall be special and limited obligations of the Board payable solely from Dedicated Revenues. The Series 2013 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 2013 Bonds or the interest thereon, and the Series 2013 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 Dedicated Revenues are pledged to the payment of the Series 2013 Bonds and any Additional Bonds.

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

[Concurrently with the delivery of the Series 2013 Bonds, _____ (the "Bond Insurer") will issue a financial guaranty insurance policy guaranteeing the payment of principal and interest on the Series 2013 Bonds when due for payment which is unpaid by reason of nonpayment by the Board (the "Bond Insurance Policy").]

(d) The proceeds of the Series 2013 Bonds will be used by the Board, **[together with other available funds of the Board,]** for the purpose of providing funds to (i) current refund the Board's outstanding Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the "Series 2000 Bonds"), issued in the original aggregate principal amount of \$15,910,000 and currently outstanding in the principal amount of \$ _____ (the "Prior Bonds"), (ii) fund the Series 2013 Reserve Fund and (iii) pay the costs of issuance of the Series 2013 Bonds **[**insurance policy?]****; and

In order to refund the Prior Bonds, a portion of the proceeds of the Series 2013 Bonds, **[along with monies available from the Board,]** will be deposited and held pursuant to the Escrow Deposit Agreement dated the date of delivery of the Series 2013 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 (August 14, 2013). 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 2013 Bonds and the Defeasance Obligations will be examined by _____ (the "Verification Report").

(e) 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 2013 Bonds, dated _____, 2013, 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 _____, 2013, 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 ("NISRB") including, without limitation, Rule G-32 and Rule 15c2-12.

(f) The Board consents to the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement relating to the Series 2013 Bonds in connection with the public offering of the Series 2013 Bonds.

(g) 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.

(h) 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 2013 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 2013 Bonds for the purposes specified herein, and (h) to enter into and perform its obligations under the Bond Resolution, the Escrow Deposit 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 2013 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 2013 Bonds -- Book-Entry Only System," [**"Bond Insurance,"**] "RATINGS," "TAX EXEMPTION," "LEGAL MATTERS," "UNDERWRITING," and "APPENDIX G -- PROPOSED FORM OF OPINION 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 2013 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 2013 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 Band Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2013 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 it 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 2013 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 (iii) the execution, delivery and due performance of the Board Documents, the Series 2013 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) The Series 2013 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 the Series 2013 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 2013 Bonds are limited and special obligations of the Board payable solely from and secured by a pledge of the Dedicated Revenues to the extent provided the Bond Resolution;
- (xiii) Since the date of the excerpt of the financial statements of the Louisiana State University System for University 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 Band, or any laws, ordinances, governmental roles 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 2013 Bonds and has been duly authorized to execute and deliver the Series 2013 Bonds under the terms and provisions of the Bond Resolution;
- (xvii) Neither the execution and delivery of the Series 2013 Bonds nor the fulfillment of or compliance with the terms and conditions of the Series 2013 Bonds or the Board Documents, 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) 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 2013 Bonds, this Bond Purchase Agreement or any related document or (b) otherwise materially adversely affect the ability of the Board to comply with its obligations under the Series 2013 Bonds, the Board Documents 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 2013 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 2013 Bonds for the purposes specified in the Bond Resolution; and
- (xxiii) The Board will not use the proceeds of the Series 2013 Bonds in any way which would affect the exclusion from gross income of the interest on the Series 2013

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 2013 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 2013 Bonds is a prerequisite to such qualification, and the continuation of such qualifications in effect so long as required for distribution of the Series 2013 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 2013 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 2013 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 to the Official Statement, together with a defeasance opinion with respect to the Prior Bonds and a supplemental opinion each in form and substance satisfactory to the Board;

(B) Foley & Judell, L.L.P., Counsel to the Underwriter;

- (C) Taylor Porter Brooks & Phillips, L.L.P., 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) Evidence of the approval by the State Bond Commission of the State reflecting approval of the issuance of the Series 2013 Bonds by the Board;

(iii) Evidence satisfactory to the Underwriter that the Series 2013 Bonds have received underlying ratings of "_____" and "_____" 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 2013 Bonds;

(vi) Certified copies of the General Bond Resolution and the Second 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 2013 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 2013 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 2013 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 Deposit Agreement and to perform its obligations under the Bond Resolution, the Escrow Deposit Agreement and the Continuing Disclosure Agreement, (C) the Escrow Deposit 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 Deposit 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 Deposit 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 Deposit Agreement and the Tax Compliance Certificate;

(xiii) Verification Report of _____;

(xiv) An executed copy of the Escrow Deposit Agreement;

[(xv) Executed copy of the Bond Insurance Policy/Opinions; and]

(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 2013 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 2013 Bonds or with respect to interest received on bonds of the general character of the Series 2013 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 2013 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 2013 Bonds;
- (ii) The marketability of the Series 2013 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets, or 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 marketability of the Series 2013 Bonds or the market price of the Series 2013 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 2013 Bonds, or the issuance, offering or sale of the Series 2013 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 2013 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 2013 Bonds or obligations of the general character of the Series 2013 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 2013 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 2013 Bonds, impact adversely in a material manner upon the Board's ability to apply the proceeds of the Series 2013 Bonds for the purposes for which the Series 2013 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 2013 Bonds shall have been downgraded from "_____" by Fitch or "_____" 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 2013 Bonds;
- (xiii) The Board shall fail to deliver Official Statements to the Underwriter as provided in Section I(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 2013 Bonds or subjects the Underwriter to compliance infractions under the Securities and Exchange Commission or the MSRB delivery requirements;
- (xiv) Failure by the Board to execute the Continuing Disclosure Agreement;
- [(xv) **Repudiation of Bond Insurance Policy....; or]**
- (xvi) There shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Board's obligations.

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 2013 Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES.

Whether or not the Series 2013 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 2013 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 2013 Bonds, the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2013 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 2013 Bonds upon commencement of the offering of the Series 2013 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 2013 Bonds; (iv) the cost of obtaining a CUSIP number assignment for the Series 2013 Bonds and (v) 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 2013 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: President 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 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 Raymond James & Associates, 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 2013 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 2013 Bonds has occurred under Rule 1502-12; provided, however, that the Board shall be entitled to treat as the End of the Underwriting Period for the Series 2013 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 2013 Bonds has occurred under Rule 15c2-12 with respect to the unsold balances of Series 2013 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 2013 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 2013 Bonds under Rule 15c2-12 has occurred on a date which shall be set forth in such notification.

SECTION 11. ARM-LENGTHS TRANSACTION.

The Board acknowledges and agrees that (i) the purchase and sale of the Series 2013 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Board and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Board; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Board with respect to the offering of the Series 2013 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Board on other matters) nor has it assumed any other obligation to the Board except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Board; and (v) the Board has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2013 Bonds.

SECTION 12. MISCELLANEOUS.

This Bond Purchase Agreement is executed by the Vice Chancellor for Finance. 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 Dedicated 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.

RAYMOND JAMES & ASSOCIATES, INC.

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

By: _____

By: _____

Stephanie Ferry

Managing Director

Vice Chancellor for Finance and Authorized
Board Representative

MATURITY SCHEDULE

Series 2013 Bonds

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 Trustee**

Dated as of _____, 2013

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

**\$15,910,000
original aggregate principal amount of
Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Revenue Bonds
(Louisiana State University Health Sciences Center Projects)
Series 2000**

ESCROW DEPOSIT AGREEMENT

TABLE OF CONTENTS

Section 1.	<u>Creation of the Escrow Deposit Fund</u>	2
Section 2.	<u>Deposits to Escrow Fund</u>	3
Section 3.	<u>Application of the Escrow Fund</u>	3
Section 4.	<u>Release of Lien of Bond Resolution</u>	4
Section 5.	<u>Irrevocable Trust</u>	5
Section 6.	<u>Fees and Expenses</u>	5
Section 7.	<u>Amendment of this Escrow Agreement</u>	5
Section 8.	<u>Termination of this Escrow Agreement</u>	5
Section 9.	<u>Benefit of this Escrow Agreement</u>	5
Section 10.	<u>Insufficient Moneys or Investments in the Escrow Fund</u>	6
Section 11.	<u>Examination of Records; Obligations and Responsibilities of Escrow Trustee</u> ..	6
Section 12.	<u>Resignation or Removal of the Escrow Trustee; Successor Escrow Trustees</u>	7
Section 13.	<u>Severability</u>	8
Section 14.	<u>Successors and Assigns</u>	8
Section 15.	<u>Governing Law</u>	8
Section 16.	<u>Headings</u>	8
Section 17.	<u>Counterparts.</u>	8
Section 18.	<u>Verification of the Escrow Fund</u>	8
Section 19.	<u>Notices</u>	9
Section 20.	<u>Notice of Defeasance.</u>	10
EXHIBIT A –	Description of Escrow Fund Portfolio of Defeasance Obligations and Escrow Cash Flow	A-1
EXHIBIT B –	CPA Verification of Escrow Fund	B-1
EXHIBIT C –	Form of Defeasance Opinion	C-1
EXHIBIT D –	Form of Notice of Defeasance	D-1
EXHIBIT E –	Defeasance Obligations	E-1

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of the ____ day of _____, 2013 (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 \$15,910,000 original aggregate principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the “Series 2000 Bonds”), now outstanding in the aggregate principal amount of \$_____, which Series 2000 Bonds were issued pursuant to the General Bond Resolution adopted on January 21, 2000, as supplemented and amended (the “General Bond Resolution”), including particularly by the First Supplemental Resolution adopted by the Board at its meeting of January 21, 2000, and executed on February 3, 2000 (the “First Supplemental Resolution” and, together with the General Bond Resolution, the “2000 Bond Resolution”); and

WHEREAS, the Board will issue, concurrently with the execution of this Escrow Agreement, \$_____ aggregate principal amount of its Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 (the “Series 2013 Bonds”), in the manner authorized and provided by the Act and the Bond Resolution, as hereinafter defined, for the purposes of providing funds to (i) current refund Board’s outstanding Series 2000 Bonds as more particularly described herein, (ii) fund a debt service reserve fund and (iii) pay the costs of issuance of the Series 2013 Bonds; and

WHEREAS, the Series 2013 Bonds will be issued by the Board pursuant to the Act, the General Bond Resolution and a Second Supplemental Resolution adopted by the Board on July 26, 2013, and effective on the date hereof (the “Second Supplemental Resolution” and, together with the General Bond Resolution, the “Bond Resolution”); and

WHEREAS, a portion of the proceeds of the Series 2013 Bonds will be applied as described herein for the current refunding of the outstanding Series 2000 Bonds which mature on May 1 of the years 2020 and 2031 (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 2000 Bonds; and

WHEREAS, at the present time, The Bank of New York Mellon Trust Company, N.A. (the “2013 Trustee”) serves as trustee with respect to the Series 2013 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 2013 Bonds, 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 2000 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 2000 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 Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 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 2013 Bonds received from the 2013 Trustee under the Bond Resolution. 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 2000 Bond Resolution, consisting of (i) the payment of interest on the Refunded Bonds becoming due on or after May 1, 2013, and to the redemption of the entire outstanding principal

amount of the Refunded Bonds on November 1, 2013 (the “Refunded Bond Redemption Date”), at a redemption price equal to the par amount of the Refunded Bonds plus accrued interest to the Refunded Bond Redemption Date pursuant to the terms and provisions of Section 3.02 of the First Supplemental Resolution.

The Escrow Trustee and the Refunded Bonds Trustee are hereby irrevocably directed and 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 and Section 3.04 of the First Supplemental 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 2013 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 2013 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 May 1 and November 1), a report of each transaction relating to the Escrow Fund.

Section 4. Release of Lien of 2000 Bond Resolution. In reliance upon the report and opinion of Causey, Demgen & Moore Inc., independent certified public accountants, dated _____, 2013, referred to in Section 18 hereof and upon the opinion of Adams and Reese LLP, as Bond Counsel, dated _____, 2013, attached hereto as **Exhibit C**, and delivered to certain parties, the Refunded Bonds Trustee under the 2000 Bond Resolution hereby acknowledges that the moneys and investments in the Escrow Fund satisfy the requirements of the 2000 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 2000 Bond Resolution and the documents relating thereto. Notwithstanding the fact that the liens of the 2000 Bond Resolution have been released with respect to the Refunded Bonds, the Refunded Bonds Trustee shall continue to perform those duties under the 2000 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 2000 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 2000 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 _____, 2013, 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 Refunded 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 Refunded 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, unless such deficiency is caused by the negligence, fault or intentional act of the Escrow Trustee and/or the Refunded Bonds Trustee.

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
433 Bolivar Street
New Orleans, LA 70112
Facsimile: (225) 578-5755

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 2013 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 on this ____ day of _____, 2013.

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

By _____

Name:

Title:

[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 _____, 2013.

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

By _____

Name:

Title:

RELEASE OF LIEN OF 2000 BOND RESOLUTION

The Trustee under the 2000 Bond Resolution, in reliance upon various opinions and reports presented to it, hereby acknowledges pursuant to the 2000 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 2000 Bond Resolution solely with respect to the Refunded Bonds. Notwithstanding the fact that the liens of the 2000 Bond Resolution have been released with respect to the Refunded Bonds, the Trustee shall continue to perform those duties under the 2000 Bond Resolution that are necessary in order to preserve and protect the interests of the outstanding Series 2000 Bonds and the Refunded Bonds defeased hereby.

Dated this ____ day of _____, 2013.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee under the 2000 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

EXHIBIT D
TO ESCROW DEPOSIT AGREEMENT

FORM OF NOTICE OF DEFEASANCE

DEFEASANCE OBLIGATIONS

DEBT SERVICE COVERAGE



LSUHSC-NO Combined - Refunding Bonds, Series 2012

2012 2011 2010 2009 2008

Auxiliary Revenue (SRECNA)	\$ 6,890,005	\$ 7,452,452	\$ 8,849,896	\$ 11,267,548	\$ 9,497,644
Student Health Services Fee	\$ 353,669	\$ 347,711	\$ 338,824	\$ 314,932	\$ 299,717
Gross Auxiliary Pledged Revenue	\$ 7,243,674	\$ 7,800,163	\$ 9,188,720	\$ 11,582,480	\$ 9,797,361
Auxiliary Operating Expenses (SRECNA)	\$ 6,712,075	\$ 7,746,645	\$ 9,058,722	\$ 9,963,000	\$ 9,159,371
Less Principle & Interest paid by Auxiliary in Operating Expenses	\$ (740,301)	\$ (735,166)	\$ (740,202)	\$ (736,365)	\$ (1,017,928)
Total Auxiliary Operating Expenses	\$ 5,971,774	\$ 7,011,479	\$ 8,318,520	\$ 9,226,635	\$ 8,141,444
Total Debt Service Principle and Interest Payments	\$ 1,176,841	\$ 1,169,716	\$ 1,176,726	\$ 1,172,361	\$ 1,172,061
Excess - (Revenue - Operating Expenses - Debt Service Payment)	\$ 95,059	\$ (381,032)	\$ (306,527)	\$ 1,183,483	\$ 483,856

Debt Service Coverage - Pre Refunding

Gross Debt Service Coverage	6.16	6.67	7.81	9.88	8.36
-----------------------------	------	------	------	------	------

NEW ISSUE – BOOK ENTRY ONLY

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 2013 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 2013 Bonds, the Series 2013 Bonds and the income therefrom are exempt from all taxation by the State of Louisiana or any political subdivision thereof. See "TAX EXEMPTION" herein and the proposed form of opinion of Bond Counsel attached hereto as APPENDIX C.

[LSU LOGO]

\$ _____ *

**Board of Supervisors
of Louisiana State University
and Agricultural and Mechanical College
Revenue Refunding Bonds
(Louisiana State University Health Sciences Center Projects)
Series 2013**

Dated: Date of Delivery

Due: May 1, as shown on the inside cover

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") is offering \$ _____* of its Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds") pursuant to and secured by a General Bond Resolution adopted by the Board on January 21, 2000, as supplemented and amended (the "General Bond Resolution"), as further supplemented and amended by the Second Supplemental Resolution adopted by the Board on July 26, 2013 and to be executed and effective on the date of delivery of the Series 2013 Bonds (the "Second Supplemental Resolution"). The Second Supplemental Resolution appoints The Bank of New York Mellon Trust Company, N.A., as Trustee and Paying Agent for the Series 2013 Bonds (the "Trustee" or "Paying Agent"). The General Bond Resolution and the Second Supplemental Resolution are sometimes referred to herein collectively as the "Bond Resolution."

The proceeds of the Series 2013 Bonds will be used by the Board for the purpose of providing funds to (i) current refund the Board's outstanding Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the "Series 2000 Bonds"), issued in the original aggregate principal amount of \$15,910,000 and currently outstanding in the principal amount of \$ _____ (the "Prior Bonds"), (ii) fund the Series 2013 Reserve Fund and (iii) pay the costs of issuance of the Series 2013 Bonds [***insurance policy ***].

The payment of the principal of, redemption premium, if any, and the interest on the Series 2013 Bonds is secured, subject to certain limitations described herein, by a pledge to the Trustee of the Dedicated Revenues, defined herein, derived from self-generated Auxiliary Revenues, defined herein derived from all fees, rates, rentals, charges or other receipts or income received in connection with any undertaking, utilization or operation of Auxiliary Enterprises, defined herein, at Louisiana State University Health Sciences Center (the "University"), Dedicated Student Fee Revenues and University Enterprise Revenues, defined herein, derived from certain fees received by the University from students. The definition of Dedicated Revenues may be modified from time to time, as provided in the General Bond Resolution. See "SECURITY FOR THE SERIES 2013 BONDS" and "THE DEDICATED REVENUES" herein.

Interest on the Series 2013 Bonds is payable on May 1 and November 1 of each year, commencing November 1, 2013, 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 2013 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 2013 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 2013 Bonds (the "Securities Depository"). Purchasers will not receive certificates representing their interest in the Series 2013 Bonds purchased. Purchases of the Series 2013 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 2013 Bonds will be payable to the Securities Depository, which will remit such payments in accordance with its normal procedures, as described herein.

The Series 2013 Bonds are subject to extraordinary optional, optional and mandatory sinking fund redemption prior to maturity as described under "THE SERIES 2013 BONDS."

THE SERIES 2013 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM DEDICATED REVENUES AND FROM THE FUNDS AND ACCOUNTS HELD UNDER THE BOND RESOLUTION WITH RESPECT TO THE SERIES 2013 BONDS (EXCEPT ANY FUND CREATED TO HOLD MONEY'S PENDING REBATE TO THE UNITED STATES OR FOR PAYMENT OF COSTS OF ISSUANCE OF THE SERIES 2013 BONDS); PROVIDED, HOWEVER, THE BOARD WILL USE ITS BEST EFFORTS TO IDENTIFY AND USE OTHER REVENUES AVAILABLE TO IT TO PAY DEBT SERVICE REQUIREMENTS ON THE SERIES 2013 BONDS IN THE EVENT OF A SHORTEALL OF DEDICATED REVENUES. THE SERIES 2013 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 2013 BONDS OR THE INTEREST THEREON AND THE SERIES 2013 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.

[*Payment of the principal of and interest on the Series 2013 Bonds when due will be insured by a municipal bond insurance policy to be issued by _____ simultaneously with the delivery of the Series 2013 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 2013 Bonds are offered in book-entry only form when, as and if issued by the Board and accepted by the Underwriter, 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, Brooks & Phillips, 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 Underwriter. It is expected that the Series 2013 Bonds in definitive form will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2013.

[INSERT RAYMOND JAMES LOGO]

The date of this Official Statement is _____, 2013

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

*Preliminary, subject to change.

MATURITY SCHEDULE*

\$
**Board of Supervisors of
Louisiana State University
and Agricultural and Mechanical College
Revenue Refunding Bonds
(Louisiana State University Health Sciences Center Projects)
Series 2013**

\$ _____ Serial Bonds

<u>Maturity</u> (May 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP**</u>
	\$	%	%	
\$ _____	_____	%	Term Bonds Due May 1, 2 _____	Yield _____%
\$ _____	_____	%	Term Bonds Due May 1, 2 _____	Yield _____%

*Preliminary, 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 Underwriter take any responsibility for the accuracy of such CUSIP numbers.

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOARD OR THE UNDERWRITER 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 2013 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

[*BOND INSURER INFORMATION***]**

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 UNDERWRITER OR ITS 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 UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT BUT THE UNDERWRITER DOES 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 UNDERWRITER AND ANY ONE OR MORE OF THE REGISTERED OWNERS OF THE SERIES 2013 BONDS.

TABLE OF CONTENTS

	Page
INTRODUCTORY STATEMENT	-1-
PLAN OF REFUNDING OF THE PRIOR BONDS	-4-
Plan of Refunding	-4-
THE BOARD	-4-
Powers	-4-
Membership	-4-
Administrative Officers	-6-
THE UNIVERSITY/LSUHSC	-7-
DEDICATED REVENUES	-8-
THE SERIES 2013 BONDS	-9-
General	-9-

Provisions Applicable if Book-Entry Only System is Terminated	-10-
Book-Entry Only System	-10-
Exchange and Transfer	-13-
Redemption Provisions	-13-
ESTIMATED SOURCES AND USES OF FUNDS	-16-
SECURITY FOR THE SERIES 2013 BONDS	-16-
General	-16-
Special and Limited Obligations	-17-
No Superior Pledge	-17-
Rate Maintenance Covenant; Rules and Adequacy of Charges for Use of Auxiliary Enterprises and University Enterprise Facilities	-17-
Approval for Fees and Civil Fines	-18-
Additional Bonds	-19-
THE _____ INSURANCE POLICY	-21-
ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS	-22-
Funds and Accounts Created Under the Bond Resolution	-23-
Investments	-24-
PROPOSED FUTURE INDEBTEDNESS OF THE BOARD	-25-
INTEREST RATE SWAPS	-25-
BONDHOLDERS' RISKS	-25-
Operating Budget Environment	-26-
Factors Affecting Higher Education Generally	-26-
Difficulties in Enforcing Rights and Remedies	-26-
Article VII, § 2.1 of the Constitution	-27-
Summary Financial Information	-27-
RATING	-27-
TAX EXEMPTION	-27-
General	-27-
Changes in Federal and State Tax Law	-28-
Tax Treatment for Premium Bonds	-29-
Tax Treatment of Original Issue Discount	-29-
Backup Withholding	-29-
LEGAL MATTERS	-30-
LITIGATION	-30-
UNDERWRITING	-30-
CERTIFICATION AS TO OFFICIAL STATEMENT	-30-
CONTINUING DISCLOSURE	-31-
MISCELLANEOUS	-31-
APPENDIX A-DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY	A-1
APPENDIX B -LSUHSC EXCERPT FROM SUPPLEMENT TO FINANCIAL REPORT OF THE LSU SYSTEM FOR THE YEAR ENDED JUNE 30, 2012.	B-1

APPENDIX C -PROPOSED FORM OF OPINION OF BOND COUNSEL C-1
APPENDIX D-DEFINITIONS OF CERTAIN TERMS D-1
APPENDIX E -SUMMARY OF CERTAIN PROVISIONS OF
THE BOND RESOLUTION E-1
APPENDIX F -FORM OF CONTINUING DISCLOSURE CERTIFICATE F-1
APPENDIX G-BONDS TO BE REFUNDED G-1
[APPENDIX H -SPECIMEN BOND INSURANCE POLICY**] H-1**

THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2013 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 2013 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 2013 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.

OFFICIAL STATEMENT

Relating To

\$ _____ *

**Board of Supervisors
of Louisiana State University
and Agricultural and Mechanical College
Revenue Refunding Bonds
(Louisiana State University Health Sciences Center Projects)
Series 2013**

INTRODUCTORY STATEMENT

The purpose of this Official Statement (including the Cover Page and the Appendices) is to provide certain information concerning the sale of \$ _____ * aggregate principal amount of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 (the "Series 2013 Bonds" or "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"), and other constitutional and statutory authority, 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 2013 BONDS" herein.

The proceeds of the Series 2013 Bonds will be used by the Board for the purpose of providing funds for the benefit of educational institutions known as the Schools of Medicine, Dentistry, Nursing, Allied Health Professions, Public Health and Graduate Studies each based in New Orleans, Louisiana, and each under the Louisiana State University Health Sciences Center (the "University" or "LSUHSC") to (i) current refund the Board's outstanding Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the "Series 2000 Bonds"), issued in the original aggregate principal amount of \$15,910,000 and currently outstanding in the principal amount of \$ _____ (the "Prior Bonds"), (ii) fund the Series 2013 Reserve Fund and (iii) pay the costs of issuance of the Series 2013 Bonds [*****Insurance Premium*****]. See "PLAN OF REFUNDING OF THE PRIOR BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Board adopted on January 21, 2000, the General Bond Resolution (as supplemented and/or amended from time to time, the "General Bond Resolution"), 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 adequate facilities for the educational institutions under the University, to refund obligations of the Board or for any other purpose as may be permitted by the Act.

The Series 2013 Bonds will be issued pursuant to the General Bond Resolution, as supplemented and amended by the Second Supplemental Resolution approved by the Board on July 26, 2013, and to be executed and effective on the date of delivery of the Series 2013 Bonds (the "Second Supplemental Resolution" and, together with the General

*Preliminary, subject to change.

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 2013 Bonds (the "Trustee" and "Paying Agent").

Pursuant to the Bond Resolution, the Series 2013 Bonds are payable from and secured by a pledge of the Dedicated Revenues of the University and from the funds and accounts held under the Bond Resolution relating to the Series 2013 Bonds (except any fund to hold moneys pending rebate to the United States or for payment of costs of issuance of the Series 2013 Bonds); provided, however, the Board will use its best efforts to identify and use other revenues available to it to pay Debt Service Requirements on the Series 2013 Bonds in the Event of a shortfall of Dedicated Revenues.

"Dedicated Revenues," as defined in the Bond Resolution, means (i) Auxiliary Revenues, (ii) Dedicated Student Fee Revenues, and (iii) University Enterprise Revenues. Dedicated Revenues, as defined by the General Bond Resolution, may be modified as set forth in the General Bond Resolution.

"Auxiliary Enterprises," as defined in the Bond Resolution, means the departments of the LSUHSC known as (1) Residence Hall (Student Housing) (2) Bookstore, (3) Printing Services, (4) Cafeteria, (5) Parking and (6) Medical Center Stores; provided that the definition of Auxiliary Enterprises may be modified as set forth in the Bond Resolution.

"Auxiliary Revenues," as defined in the Bond Resolution, means the gross amount of all funds, moneys or revenues 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 by such Auxiliary Enterprises in connection with any undertaking, utilization or operation of Auxiliary Enterprises or Auxiliary Facilities, including gross receipts to LSUHSC from the lease, operation or management thereof by private entities on behalf of the Auxiliary Enterprises, prior to the payment of Current Expenses or any other payments permitted under the General Bond Resolution. Auxiliary Revenues, as defined by the Bond Resolution, may be modified as set forth in the General Bond Resolution.

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

"Dedicated Student Fee Revenues," as defined in the Bond Resolution, means the gross amount of all funds, moneys or revenues held by LSUHSC and any earnings thereon derived or to be derived by LSUHSC from the Student Health Services Fee paid by the students to LSUHSC and dedicated by the Board to the payment of the Bonds. Dedicated Student Fee Revenues, as defined by the Bond Resolution, may be modified as set forth in the General Bond Resolution.

"University Enterprise Facilities" as defined in the Bond Resolution, means the Wellness Center; provided that (i) in the event University Enterprise Revenue producing activities of any such University Enterprise are transferred to another University Business, the portion of the property of such University Business used for such activity shall be deemed to be a University Enterprise Facility hereunder and (ii) University Enterprise Facilities, as defined in the Bond Resolution, may be modified as set forth in the General Bond Resolution.

"University Enterprise Revenues," as defined in the Bond Resolution, means the gross amount of all funds, moneys or revenues and any earnings thereon derived or to be derived by LSUHSC from self generated revenues from all fees, rates, rentals, charges or other receipts or income received by LSUHSC in connection with the University Enterprise Facilities, including gross receipts to the University from the lease, operation or management of the University Enterprise Facilities by private entities on behalf of LSUHSC, prior to the payment of Current Expenses or

any other payments permitted under the General Bond Resolution. University Enterprise Revenues, as defined hereby, may be modified as set forth in the General Bond Resolution.

See "APPENDIX D - DEFINITIONS OF CERTAIN TERMS."

DEDICATED REVENUES DO NOT INCLUDE FUNDS APPROPRIATED TO LSUHSC BY THE LEGISLATURE OF THE STATE FROM TIME TO TIME. SEE "THE AUXILIARY ENTERPRISES" AND "THE UNIVERSITY ENTERPRISES" HEREIN. THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2013 BONDS IS A SPECIAL AND LIMITED OBLIGATION OF THE BOARD PAYABLE SOLELY FROM THE DEDICATED REVENUES AND FROM CERTAIN FUNDS AND ACCOUNTS HELD UNDER THE BOND RESOLUTION.

[* Payment of the principal and interest on the Series 2013 Bonds when due for payment which is unpaid by reason of nonpayment by the Board from the sources described herein will be insured by a financial guaranty insurance policy (the "Bond Insurance Policy" to be issued simultaneously with the delivery of the Series 2013 Bonds by _____ (the "Bond Insurer" or "Insurer")). See "SECURITY FOR THE SERIES 2013 BONDS" and "THE _____ INSURANCE POLICY" herein and "APPENDIX H - SPECIMEN BOND INSURANCE POLICY."***]**

The Board may issue Additional Bonds on a parity with the Series 2013 Bonds to the extent and under the conditions set forth in the Bond Resolution. See "SECURITY FOR THE SERIES 2013 BONDS -- Additional Bonds" herein.

THE SERIES 2013 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM DEDICATED REVENUES AND FROM THE FUNDS AND ACCOUNTS HELD UNDER THE BOND RESOLUTION WITH RESPECT TO THE SERIES 2013 BONDS (EXCEPT ANY FUND CREATED TO HOLD MONEYS PENDING REBATE TO THE UNITED STATES OR FOR PAYMENT OF COSTS OF ISSUANCE OF THE SERIES 2013 BONDS); PROVIDED, HOWEVER, THE BOARD WILL USE ITS BEST EFFORTS TO IDENTIFY AND USE OTHER REVENUES AVAILABLE TO IT TO PAY DEBT SERVICE REQUIREMENTS ON THE SERIES 2013 BONDS IN THE EVENT OF A SHORTFALL OF DEDICATED REVENUES. THE SERIES 2013 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 2013 BONDS OR THE INTEREST THEREON AND THE SERIES 2013 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.

For demographic and summary financial information regarding LSUHSC, see "Appendix A -- DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY" and "Appendix B -- LSUHSC EXCERPT FROM SUPPLEMENT TO FINANCIAL REPORT OF THE LSU SYSTEM FOR THE YEAR ENDED JUNE 30, 2012."

The Board has covenanted for the benefit of the owners of the Series 2013 Bonds to provide certain financial information on an ongoing basis. See "CONTINUING DISCLOSURE" herein and "Appendix F -- FORM OF CONTINUING DISCLOSURE CERTIFICATE."

THE SERIES 2013 BONDS ARE SUBJECT TO EXTRAORDINARY OPTIONAL, OPTIONAL AND MANDATORY SINKING FUND REDEMPTION PRIOR TO MATURITY AS MORE FULLY DESCRIBED HEREIN UNDER "THE SERIES 2013 BONDS - Redemption Provisions."

This Official Statement contains descriptions of, among other matters, the Series 2013 Bonds, the Board, the University, the Bond Resolution, the Continuing Disclosure Certificate 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 Second Supplemental Resolution, and all references herein to the Series 2013 Bonds are qualified in their entirety by reference to the form thereof included in the Second Supplemental Resolution. Until the issuance and delivery of the Series 2013 Bonds, copies of the General Bond Resolution and draft copies of the Second Supplemental Resolution and other documents described herein may be obtained from Raymond James & Associates, Inc., 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70112. After delivery of the Series 2013 Bonds, copies of documents in connection with the Series 2013 Bonds will be available for inspection at the corporate trust office of the Trustee located at 301 Main Street, Suite 1510, Baton Rouge, Louisiana 70801. 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

A portion of the proceeds of the Series 2013 Bonds in the approximate amount of \$ _____, is being used to effect a current refunding of the Prior Bonds. Payment of the principal of and interest on the Prior Bonds will be made on or about the date of delivery of the Series 2013 Bonds (the "Redemption Date"). On the date of delivery of the Series 2013 Bonds, a deposit will be made to the Series 2013 Prior Bond Fund created by the Second Supplemental Resolution and transferred to the trustee for the Prior Bonds in an amount sufficient to pay the principal of and interest accrued on the Prior Bonds to the Redemption Date.

The remainder of the proceeds of the Series 2013 Bonds will be used to fund the Series 2013 Reserve Fund [***reserve policy***] and to pay the costs of issuance of the Series 2013 Bonds, including, [without limitation, payment of the premiums in connection with the Insurance Policy]. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

THE BOARD

Powers

The Board is the issuer of the Series 2013 Bonds. The powers of the Board are derived from the Act. The Board manages and supervises nine institutions of higher education (the "LSU System"), one of which is the University. See "THE UNIVERSITY/LSUHSC" herein.

The Board approved the Second Supplemental Resolution on [July 26, 2013,] authorizing the issuance of the Series 2013 Bonds pursuant to the Act and the Bond Resolution.

Membership

Mr. Ronald R. 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.

Mr. Scott A. Angelle: Mr. Angelle was appointed to the Board on August 7, 2012, and is a member of the Louisiana Public Service Commission. Mr. Angelle represents the Third Congressional District and his term expires on June 1, 2018.

Mr. Scott Ballard: Mr. Ballard was appointed to the Board on July 12, 2012, and his term will end June 1, 2018. Mr. Ballard is a partner of WOW Café and Wingery Franchising and Ballard Hospitality and is Chief Executive Officer of PJ's Coffee. Mr. Ballard 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.

Mr. Garret "Hank" Danos (Chairman): Mr. Danos was initially appointed to the Board on July 1, 2008, and his current term ends on June 1, 2016. Mr. Danos is an executive of Danos & Curole Marine Contractors, an energy service company, and he represents the Third Congressional District.

Ms. Ann Duplessis: Ms. Duplessis was appointed to the Board on June 8, 2012, and is the Deputy Chief Administrative Officer for the City of New Orleans. She is a former Louisiana State Senator. Her term will expire on June 1, 2018. She represents the Second Congressional District.

Dr. John George: Dr. George was appointed to the Board on July 7, 2006, and his present term expires on June 1, 2018. 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 reappointed on June 7, 2012, and is an attorney. He represents the First Congressional District. His present term will expire on June 1, 2018.

Mr. Raymond J. Lasseigne: Mr. Lasseigne was appointed to the Board on June 25, 2010, 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 December 9, 2011, 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. Lee Mallett: Mr. Mallett was appointed to the Board on July 12, 2012, and his term will expire June 1, 2018. Mr. Mallett is CEO/President of Mallett Truss, And CEO/President of Mallett Buildings, and he is the owner and operator of the Academy of Training Skills. He represents the Seventh Congressional District.

Mr. John S. Woodward (Student Member): Mr. Woodward is a senior majoring in Finance at LSU. Mr. Woodward is from Covington, Louisiana. His term will expire on May 31, 2014.

Mr. Rolfe McCollister: Mr. McCollister was appointed to the Board on June 8, 2012, and his term will expire on June 1, 2018. He is Chairman/CEO of Louisiana Business, Inc., a media company, and represents the Sixth 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.

Mr. J. Stephen Perry: Mr. Perry was appointed to the Board on June 25, 2011, 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. Robert "Bobby" Yarborough: (Chairman-Elect/Member-at-large) Mr. Yarborough is the member-at-large, and he was appointed to the Board on June 25, 2010. His current terms ends June 1, 2014. Mr. Yarborough is the Chief Executive Officer and Co-Owner of Manda Fine Meats.

Administrative Officers

The LSU Presidential Search Committee has recommended F. King Alexander, president of California State University Long Beach, as the committee's consensus candidate for the position of the President of the LSU System and Chancellor of LSU to replace the Interim President. The recommendation was presented to the Board during its March 18, 2013 meeting. The Board is expecting to introduce and recommend the candidate at a special Board meeting on March 27, 2013.

Dr. F. King Alexander: On June 24, 2013, Dr. F. King Alexander assumed his official duties as President of the Louisiana State University System replacing Dr. William L. Jenkins who retired after serving two years as Interim President of the LSU System. Dr. Alexander received his PhD in Higher Education Administration with a focus on Finance and Educational Policy Analysis from the University of Wisconsin-Madison and a Master of Science degree in Comparative Educational Studies from the University of Oxford, Oxford, England. Dr. King served on the faculty of Wisconsin-Madison School of Education, Cornell University, and the University of Illinois, Champaign-Urbana, where he was the Director of the Higher Education Program. He served as the President of California State University, Long Beach from 2005 – 2013, and was twice named President of the Year by the California State University Student Association.

Mr. Terry W. Ullrich: Mr. Ullrich serves as Vice Chancellor for Finance, having been appointed on July 1, 2013. Mr. Ullrich previously held the positions of Associate Vice Chancellor for Administration and Finance, Assistant Vice Chancellor for Administration and Finance and Budget Director for the LSU Health Sciences Center in Shreveport. The Vice Chancellor for Finance is responsible for the executive management and administrative oversight of the following administrative support units of the New Orleans campus: Accounting Services, Budget, PeopleSoft Project Management, Risk Management, Sponsored Projects, and Supply Chain Management. Mr. Ullrich serves as the chief financial officer and is the principal advisor to the Chancellor on fiscal matters. He is a member of the Chancellor's Executive Staff, Planning & Implementation Committee, and the Student Health Committee. Mr. Ullrich is the primary institutional representative to the National Association of College and University Business Officers, Group on Business Affairs of the Association of American Medical Colleges, the Council on Governmental Relations and the Senior Administrative and Fiscal Officers of the Association of Academic Health Centers. Mr. Ullrich holds a Bachelor of Arts Degree in History from Lawrence University and a Masters in Public Administration, from Pennsylvania State University.

Mr. Patrick J. Landry, Jr., CPA, CGMA, and CHFP: Mr. Landry serves as the Executive Director of Accounting Services. His area of responsibility includes Financial Accounting and Report, Bursar Operations, Cost Accounting, Property Control, Payroll, Sponsored Program Accounting and Billing and Accounts Receivable. Mr. Landry holds a Bachelor of Business Administration in Accounting degree from Loyola University New Orleans. He is a licensed Certified Public Accountant, a member of LCPA, AICPA and HFMA (Healthcare Financial Management Association). Prior to his employment with the University, Mr. Landry was Controller at a health insurance company and worked international transportation.

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. He previously was in private practice of architecture and was a facility director for a health care system.

THE UNIVERSITY/LSUHSC

[TO BE UPDATED]

LSUHSC (formerly known as Louisiana State University Medical Center) is one of the 9 institutions managed and supervised by the Board. LSUHSC includes educational institutions known as the Schools of Medicine, Dentistry, Nursing, Allied Health Professions, Public Health and a Graduate Studies each based in New Orleans, Louisiana.

LSUHSC was established by the Board in 1931. Initially it was composed of a single School of Medicine with a Department of Nursing added in 1933. The School of Nursing became separate and autonomous in 1968. The School of Graduate Studies became separated and autonomous from the Baton Rouge campus in 1965. The School of Dentistry was established in 1966 and the School of Allied Health Professions in 1970.

Act 3 of the 1997 Louisiana Legislature transferred ownership and operation of Louisiana's public hospitals to the Board. During 2010 and 2013, the Board entered into Cooperative Endeavor Agreements with private non-profit entities and a public hospital district (each a Third Party Entity) for the operation of most of the hospitals and several related clinics (collectively each a "hospital") under the University's management and operation, through leases and/or rights of use, including a lease of the New Orleans Medical Center of Louisiana buildings to University Medical Center Management Corporation. The University will continue to train its residents and perform its academic medical functions at the various hospital locations.

A Board of Regents was created with the adoption of the State Constitution in 1975 to plan, coordinate and have budgetary responsibility for all of public higher education. The LSU System interacts with and is responsive to the Board of Regents through the Board. The Board is the governing body of the LSU System and manages all institutions, including LSUHSC, which presently constitute the LSU System, except in matters over which the Board of Regents has authority.

Each campus of the LSU System, including LSUHSC, is administered by a Chancellor. The Chancellor is appointed by the Board on the recommendation of the President, and holds office at the pleasure of the Board. The Chancellor administers the division for which he is appointed and exercises complete executive authority therein, subject to the direction and control of the President and the Board. The current chancellor of LSUHSC is Larry H. Hollier, MD, FACS, FACC, FRCS (Eng.).

The Executive Committee of LSUHSC comprises the Chancellor, Vice Chancellors and the Chancellor's administrative staff. This advisory committee discusses current administrative problems, recommends policy changes, and provides a communication link between the central administration and the various schools. The Council of Deans, which is composed of the Deans of the five Schools of LSUHSC headquartered in New Orleans, advises the Chancellor on the operation of the Schools in New Orleans and is responsible for assuring that appropriate teaching services are provided at each of the Schools.

LSUHSC is accredited by the Commission of Colleges of the Southern Association of Colleges and Schools to award Postsecondary awards, certificates, or diplomas of less than one academic year (less than 900 contact or clock hours); Postsecondary awards, certificates, or diplomas of at least one but less than two academic years (at least 900 but less than 1800 contact or clock hours); Associate Degrees; Postsecondary awards, certificates, or diplomas of at least two but less than four academic years (at least 1800 but less than 3800 contact or clock hours); Bachelor Degrees; Postbaccalaureate Certificates; Master Degrees; Post-Master Certificates; Doctor Degrees; First-Professional Degrees; and First-Professional Certificates (Post-Degree).

Demographic and summary financial information related to the University is attached hereto as APPENDIX A, and the LSUHSC Excerpt from the Supplement to the Financial Report of the LSU System for the year ended June 30, 2012, is attached hereto as APPENDIX B.

DEDICATED REVENUES

On December 10, 1999 the Board, with the recommendation of the Budget and Finance Committee, adopted a resolution to (i) restrict revenues generated by LSUHSC from the operation of the Wellness Center for the payment of Bonds issued in accordance with the General Bond Resolution and for the planning, financing, design, construction, operation, maintenance, renewal and replacement, equipping and related uses for the Wellness Center, (ii) authorize the Student Health Services Fee in the amount of \$137.50 per enrolled student and to restrict such fee for the payment of Bonds issued in accordance with the General Bond Resolution (including the Series 2013 Bonds), and for the planning, financing, design, construction, operation, maintenance, renewal and replacement, equipping, and related uses of campus health services programs, and (iii) authorize the Student Housing Fee in the amount of \$126.00 per full-time student (and proportionate amounts for part-time students) and to restrict such fee for the payment of Bonds issued in accordance with the General Bond Resolution (including the Series 2013 Bonds), and for the planning, financing, design, construction, operation, maintenance, renewal and replacement, equipping, and related uses of student housing programs at LSUHSC.

Moneys in funds or accounts held by the Board which are derived from Dedicated Revenues shall remain subject to the pledge set forth in the Bond Resolution. However, such portions of the Dedicated Revenues deemed by LSUHSC to be in excess of that needed for transfer to the Series 2013 Bond Fund shall be available to the Board to pay from time to time Current Expenses, any Subordinate Debt and for any other lawful purpose of the Board.

The Auxiliary Enterprises

There exist Auxiliary Enterprises under the control, operation or supervision of the Board which generate revenues and are operated essentially as self-supporting units 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, and the Board is working to meet this policy. Fees, rates, rentals, charges or other receipts or income are generated by these Auxiliary Enterprises and pledged pursuant to the Bond Resolution, are not subject to appropriation by the Legislature and will be 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 may restrict the self-generated revenues of Auxiliary Enterprises which are pledged to the payment of the Bonds issued pursuant to the Bond Resolution.

The Auxiliary Revenues pledged to the payment of Series 2013 Bonds are the gross amount of all funds, monies or revenues held by LSUHSC and any earnings thereon derived or to be derived by Auxiliary Enterprises of LSUHSC from self-generated revenues from all fees, rates, rentals, charges or other receipts or income received by such Auxiliary Enterprises in connection with any undertaking, utilization, or operation of Auxiliary Enterprises or Auxiliary Facilities, including gross receipts to LSUHSC from the lease, operation or management thereof by private entities on behalf of the Auxiliary Enterprises, prior to the payment of Current Expenses or other payments permitted under the General Bond Resolution. Auxiliary Revenues also include an allocation for the Student Housing Fee of \$126.00 per full-time student and proportionate amounts for part-time students, from the restricted activity fee at the LSUHSC New Orleans campus. See "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY - Table 7."

Dedicated Student Fee Revenues

Dedicated Student Fee Revenues are the gross amount of all funds, moneys or revenues held by the University and any earnings thereon derived or to be derived by the University from a Student Health Services Fee in the amount of \$137.50 per enrolled student from the restricted activity fee at the LSUHSC New Orleans campus. See "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY - Table 8."

University Enterprises

The Wellness Center constitutes the University Enterprise Facilities. Fees, rates, rentals, charges and other receipts or income generated by the University Enterprises and pledged pursuant to the Bond Resolution, are not subject to appropriation by the Legislature and will be held in Board accounts outside the State Treasury. The funds and accounts of the University Enterprises are, however, audited by the State Legislative Auditor.

The University Enterprise Revenues pledged to the payment of the Series 2013 Bonds are the gross amount of all funds, moneys or revenues and any earnings thereon derived or to be derived by LSUHSC from self generated revenues from all fees, rates, rentals, charges or other receipts or income received by LSUHSC in connection with the University Enterprises, including gross receipts to LSUHSC from the lease, operation or management of the University Enterprise Facilities by private entities on behalf of LSUHSC, prior to the payment of Current Expenses or any other payments permitted under the General Bond Resolution. University Enterprise Revenues may be modified as set forth in the Bond Resolution. See "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY - UNIVERSITY ENTERPRISES."

THE SERIES 2013 BONDS

General

The Series 2013 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 2013 Bonds issued under the provisions of the Bond Resolution shall be payable solely from Dedicated Revenues and shall be entitled to the security and benefit of the Bond Resolution. The Series 2013 Bonds shall be solely an obligation of the Board, payable as to principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Dedicated Revenues, which Dedicated Revenues are pledged to the punctual payment of such principal, interest and premium, if any, in accordance with the provisions of the Bond Resolution. All Dedicated Revenues shall immediately be subject to this pledge without any physical delivery thereof or further act, and the pledge of Dedicated Revenues shall be valid and binding as against all persons, irrespective of whether such persons have notice thereof.

The Series 2013 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 2013 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 2013 Bonds is to be transferred and how principal and interest are to be paid to and credited by DTC while the Series 2013 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 2013 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 2013 Bonds under the Bond Resolution.

The Series 2013 Bonds will be dated the date of delivery, will mature on May 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 May 1 and November 1 of each year, (each an "Interest Payment Date") commencing November 1, 2013, at the rates per annum indicated on the inside front cover page hereof.

Interest on the Series 2013 Bonds shall be computed from the Interest Payment Date to which interest has been paid or duly provided for next preceding the date of authentication thereof, unless (a) such date of authentication shall be prior to the first Interest Payment Date, in which case interest shall be computed from the date of issuance of the Series 2013 Bonds, or (b) such date of authentication shall be an Interest Payment Date to which interest on the Series 2013 Bonds has been paid in full or duly provided for, in which case interest shall be computed from such date of authentication; provided, however, that if interest on the Series 2013 Bonds shall be in default, Series 2013 Bonds issued in exchange for Bonds surrendered for registration of transfer or exchange shall bear interest from the last date to which interest has been paid or duly provided for on the Series 2013 Bonds or, if no interest has been paid or duly provided for on the Series 2013 Bonds, from the date of delivery thereof.

Provisions Applicable if Book-Entry Only System is Terminated

Purchasers of the Series 2013 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 2013 Bonds which have become due and payable, together with any applicable redemption premium, will be payable only upon presentation and surrender of such Series 2013 Bonds at the principal corporate trust office of the Paying Agent.

Interest on the Series 2013 Bonds (except defaulted interest) will be paid to the Persons who are the Owners of the Series 2013 Bonds at the close of business on the Record 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 2013 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 2013 Bonds being paid).

Principal of, premium, if any, and interest on the Series 2013 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 2013 Bonds shall be accompanied by notice of the CUSIP number of such Series 2013 Bonds.

Book-Entry Only System

The following information about the book-entry-only system applicable to the Series 2013 Bonds has been supplied by DTC. None of the Board, the Trustee or the Underwriter make any representations, warranties or guarantees with respect to its accuracy or completeness.

DTC will act as securities depository for the Series 2013 Bonds. The Series 2013 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 2013 Bond certificate will be issued for each maturity of the Series 2013 Bonds, in the aggregate principal amount 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 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013 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 2013 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 2013 Bonds, except in the event that use of the book-entry system for the Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013 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 2013 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 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013 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 2013 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2013 Bonds may wish to ascertain that the nominee holding the Series 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 a source that the Board believes to be reliable, but the Board takes no responsibility for the accuracy thereof.

THE BOARD, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2013 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2013 BONDS, (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2013 BONDS, OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2013 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 UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (I) THE SERIES 2013 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 2013 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 2013 BONDS; OR (VI) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Exchange and Transfer

Registration, Exchange and Transfer. As long as the Series 2013 Bonds shall be in book-entry form, the transfer and exchange of the Series 2013 Bonds will be made in accordance with the procedures of DTC as more fully described under the caption "Book-Entry Only System" herein.

The Board shall cause books for the registration and for the registration of transfer of the Series 2013 Bonds as provided in the Bond Resolution to be kept by the Trustee for the Series 2013 Bonds at the principal corporate trust office of the Trustee. The Trustee shall also be the Bond Registrar for the Series 2013 Bonds, and the Series 2013 Bonds may be transferred and assigned only upon the registration books maintained by the Trustee.

Upon surrender for registration of transfer of any Series 2013 Bond, the Trustee shall register and deliver in the name of the transferee or transferees one or more new fully registered Series 2013 Bonds of Authorized Denominations of the same maturity and like aggregate principal amount. At the option of an Owner, Series 2013 Bonds may be exchanged for other Series 2013 Bonds of authorized denominations of the same maturity and like aggregate principal amount upon surrender at such office. Whenever any Series 2013 Bonds are so surrendered for exchange, the Trustee shall register and deliver in exchange therefor the Series 2013 Bond or Series 2013 Bonds which the Owner making the exchange shall be entitled to receive after receipt of the Series 2013 Bonds to be transferred in proper form.

All Series 2013 Bonds presented for registration of transfer or exchange shall be accompanied, if so required by the Board or the Trustee, by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to Trustee, duly executed by the Owner or by such Owner's duly authorized attorney.

No charge shall be made to the Owner for any exchange or transfer of Series 2013 Bonds, but the Trustee 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 Trustee are not required to issue, register the transfer of or exchange (a) any Series 2013 Bonds during a period beginning at the opening of business on the Record Date and ending at the close of business on the Interest Payment Date or (b) any Series 2013 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 2013 Bonds and ending on the date of such redemption.

All Series 2013 Bonds delivered upon any registration of transfer or exchange of Series 2013 Bonds shall be valid obligations of the Board, evidencing the same debt and entitled to the same benefits under the Resolution as the Series 2013 Bonds surrendered upon authentication thereof by the Trustee.

Prior to due presentment for registration of transfer of any Series 2013 Bond, the Board, the Trustee, and any agent of the Board or the Trustee may treat the person in whose name any Series 2013 Bond is registered as the absolute owner thereof for all purposes, whether or not such Series 2013 Bonds shall be overdue, and shall not be bound by any notice to the contrary.

Redemption Provisions*

Extraordinary Optional Redemption of the Series 2013 Bonds. * To the extent not inconsistent with PPM-10, the Board may at any time redeem all or any part (in Authorized Denominations), of the Series 2013 Bonds at a redemption price equal to their principal amount plus accrued interest to the redemption date if any Auxiliary Facility is damaged, destroyed or taken by eminent domain or sold under the threat of condemnation and the Board elects,

*Preliminary, subject to change.

pursuant to the provisions of the General Bond Resolution, to use the Net Proceeds to redeem the Series 2013 Bonds rather than repair, replace, rebuild or restore the Auxiliary Facility. Any such redemption must take place within 120 days following the receipt of any casualty insurance or condemnation proceeds relating to such damage, destruction or taking.

The Board shall give the Trustee at least 45 days' notice of any redemption to be made pursuant to the preceding paragraph. The notice shall otherwise conform to the requirements for redemption notices set forth in the Bond Resolution.

Optional Redemption. * The Series 2013 Bonds maturing May 1, 2023 and thereafter are subject to optional redemption by the Board on any date on or after May 1, 2022, in whole on any date or in part as selected by the Trustee by lot at the direction of the Board (in Authorized Denominations) at the redemption price equal to the par amount of the Series 2013 Bonds to be redeemed, plus accrued interest to the redemption date:

Mandatory Sinking Fund Redemption. * The Series 2013 Bonds maturing May 1, _____ shall be subject to mandatory redemption and payment prior to maturity on May 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
-------------------------------	-----------------------------------

(1)

⁽¹⁾Final Maturity

The Series 2013 Bonds maturing May 1, _____ shall be subject to mandatory redemption and payment prior to maturity on May 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
-------------------------------	-----------------------------------

(1)

⁽¹⁾Final Maturity

However, if Series 2013 Bonds have been redeemed pursuant to the optional or extraordinary optional redemption provisions above or if the Board has delivered Series 2013 Bonds to the Trustee for cancellation, the Board may direct that any mandatory redemption and payment be reduced by an amount equal to all or a portion of the principal amount of any Series 2013 Bonds so redeemed or delivered for cancellation (and not previously used to reduce any mandatory redemption and payment). The Board shall deliver any such direction to the Trustee at least 45 days before the redemption date.

If amounts are being held in the 2013 Principal Account to be used to redeem Series 2013 Bonds pursuant to the mandatory sinking fund redemption provisions set forth above, in lieu of such redemption the Board may, no later than 45 days before the redemption date, direct the Trustee to use part or all of such moneys to purchase Series 2013 Bonds, in a principal amount not to exceed the next mandatory redemption and payment, which are presented to it by Owners for purchase and which the Board directs the Trustee to purchase. The purchase price of such Series 2013 Bonds shall not exceed the redemption price of the Series 2013 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 2013 Bonds). Any such purchase shall be completed prior to the time notice would otherwise be required to be given to redeem Series 2013 Bonds. All Series 2013 Bonds so purchased shall be canceled and applied as a credit (in an amount equal to the principal amount of such Series 2013 Bonds) against the next mandatory redemption and payment.

Notice of Redemption. * Notice of any redemption of the Series 2013 Bonds shall be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days prior to the date fixed for redemption to the Owner of each Series 2013 Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Trustee; provided that the notice will be sent by registered or certified mail if the Owner holds \$1,000,000 or more in principal amount of the Series 2013 Bonds. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Series 2013 Bonds. All notices of redemption shall state (i) the redemption date; (ii) the redemption price; (iii) in the case of partial redemption, the respective principal amounts of the Series 2013 Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable on each such Series 2013 Bond and interest thereon will cease to accrue thereon from and after said date; (v) the CUSIP numbers, if any; (vi) the place where such Series 2013 Bonds are to be surrendered for payment; and (vii) any other items which may be necessary or desirable to comply with custom. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Owner of such Series 2013 Bonds receives the notice.

If less than all the Series 2013 Bonds are to be redeemed, the notice of redemption shall specify the numbers and amounts of the Series 2013 Bonds or portion thereof to be redeemed. The notice of redemption relative to the Series 2013 Bonds shall state that it is conditioned on there being sufficient money on deposit in the Series 2013 Bond Fund to pay the full redemption price of the Series 2013 Bonds.

On or before any redemption date the Trustee shall segregate and hold in trust adequate funds in the Series 2013 Bond Fund for the payment of the Series 2013 Bonds or portions thereof, including accrued interest thereon to the redemption date, and the Trustee shall transfer such funds to the Trustee for the Series 2013 Bonds to be redeemed on or before such redemption date. Upon the giving of notice and the deposit of funds with the Trustee for redemption, interest on the Series 2013 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2013 Bond or portion thereof called for redemption until such Series 2013 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by the Bond Resolution with respect to any mutilated, lost, stolen or destroyed Series 2013 Bond.

Upon surrender of any Series 2013 Bond for redemption in part only, the Trustee shall register and deliver to the Owner thereof a new Series 2013 Bond or Series 2013 Bonds of authorized denominations only in an aggregate principal amount equal to the unredeemed portion of the Series 2013 Bond surrendered.

If a Series 2013 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 2013 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 2013 Bonds.

Payment of Redeemed Series 2013 Bonds. Notice having been given in the manner provided above, the Series 2013 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 2013 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 2013 Bonds

*Preliminary, subject to change.

to be redeemed, including interest accrued and unpaid to the redemption date, shall be held by the Trustee 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 2013 Bonds of such 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 2013 Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Selection of Series 2013 Bonds to be Redeemed. The Trustee may select for redemption portions of the principal of Series 2013 Bonds only in Authorized Denominations. Provisions of the General Bond Resolution that apply to Series 2013 Bonds called for redemption also apply to portions of Series 2013 Bonds called for redemption. Upon surrender of a Series 2013 Bond to be redeemed in part, the Board shall execute and the Trustee shall authenticate and deliver to the Owner a new Series 2013 Bond in principal amount equal to the unredeemed portion of the Series 2013 Bond surrendered. In no event shall Series 2013 Bonds be redeemed or canceled other than in Authorized Denominations.

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 2013 Bonds:

Sources of Funds

Principal amount of Series 2013 Bonds		\$ _____
Net Original Issue Premium		_____
Total Sources of Funds		\$ <u> </u>

Uses of Funds

Deposit to Series 2013 Prior Bond Fund		\$ _____
Deposit to Series 2013 Reserve Fund		_____
Costs of Issuance ⁽¹⁾		_____
Total Uses of Funds		\$ <u> </u>

⁽¹⁾ Includes Underwriter's discount, legal fees and expenses, and other costs of issuance [***insurance premium***].

SECURITY FOR THE SERIES 2013 BONDS

General

Anything to the contrary in the Bond Resolution notwithstanding, the Board agrees unconditionally to pay, when due, but only from Dedicated Revenues and pledged Funds and Accounts, all payments of principal of and interest on the Series 2013 Bonds and all other amounts payable under the Bond Resolution, regardless of whether the deposits in the Funds created by the Bond Resolution have provided sufficient moneys, regardless of any dispute with the Trustee, the provider of any Credit Facility, or any Bondholder, regardless of any right of counterclaim or setoff against the Trustee, any Credit Facility Provider or any Bondholder and regardless of any other circumstance foreseen or unforeseen. For a more complete description of the security provisions contained in the Bond Resolution, see

*Preliminary, subject to change.

"APPENDIX D - DEFINITIONS OF CERTAIN TERMS" and "APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION" herein.

There will not be a mortgage on any of the movable or immovable property of the Board.

Special and Limited Obligations

THE SERIES 2013 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE BOARD PAYABLE SOLELY FROM DEDICATED REVENUES AND FROM CERTAIN FUNDS AND ACCOUNTS HELD UNDER THE BOND RESOLUTION WITH RESPECT TO THE SERIES 2013 BONDS; PROVIDED, HOWEVER, THE BOARD WILL USE ITS BEST EFFORTS TO IDENTIFY AND USE OTHER REVENUES AVAILABLE TO IT TO PAY DEBT SERVICE REQUIREMENTS ON THE SERIES 2013 BONDS IN THE EVENT OF A SHORTFALL OF DEDICATED REVENUES.

PURSUANT TO THE BOND RESOLUTION, THE DEFINITION OF AUXILIARY REVENUES, DEDICATED STUDENT FEE REVENUES AND UNIVERSITY ENTERPRISE REVENUES MAY BE MODIFIED BY A SUPPLEMENTAL RESOLUTION OR RESOLUTIONS ADOPTED WITHOUT CONSENT OF THE OWNERS OF THE SERIES 2013 BONDS, PROVIDED NO SUCH MODIFICATION SHALL RESULT IN A MATERIAL ADVERSE CHANGE IN COLLECTIONS OF AUXILIARY REVENUES, DEDICATED STUDENT FEE REVENUES OR UNIVERSITY ENTERPRISE REVENUES. [*THE BOND INSURER, HOWEVER, MUST CONSENT IN WRITING TO SUCH MODIFICATION WHILE ANY OF THE SERIES 2013 BONDS ARE OUTSTANDING.***]**

DEDICATED REVENUES DO NOT INCLUDE FUNDS APPROPRIATED TO LSUHSC BY THE LEGISLATURE OF THE STATE FROM TIME TO TIME. SEE "THE AUXILIARY ENTERPRISES" AND "THE UNIVERSITY ENTERPRISES" HEREIN.

THE FUTURE AVAILABILITY OF AUXILIARY REVENUES IS DEPENDENT UPON THE CONTINUED OPERATION OF THE UNIVERSITY, WHICH IS PRIMARILY FUNDED BY STUDENT TUITION AND FEES AND STATE APPROPRIATIONS, NONE OF WHICH ARE PLEDGED TO, NOR AVAILABLE FOR, THE PAYMENT OF THE SERIES 2013 BONDS.

No Superior Pledge

The Board shall grant no interest of any type on the Dedicated Revenues which is superior to the interest created by the Bond Resolution and shall issue no debt or obligation which is to be paid from Dedicated Revenues prior to payment of principal of, premium, if any, and interest on the Series 2013 Bonds and the other payments required thereunder. Except for Additional Bonds authorized by the Bond Resolution, the Board shall grant no interest or encumbrance of any type in the Dedicated Revenues which is on a parity with the pledge made by the Board pursuant to the Bond Resolution.

Rate Maintenance Covenant; Rules and Adequacy of Charges for Use of Auxiliary Enterprises and University Enterprise Facilities

The Board covenants that it will make a good faith effort, to the extent permitted by applicable law, to establish and maintain, so long as any of the Series 2013 Bonds remain Outstanding, such fees, rates and charges for the use and enjoyment of the Auxiliary Facilities and the University Enterprise Facilities and the services provided thereby as shall be necessary to assure adequate occupancy and use of the same and the services afforded thereby and as shall generate Dedicated Revenues (not including Funds and Accounts held pursuant to the Bond Resolution) in an amount sufficient to pay Debt Service Requirements on the Series 2013 Bonds Outstanding, Current Expenses of the Auxiliary Facilities

and the University Enterprise Facilities and to make all payments and charges as are required under the Bond Resolution. See "SECURITY FOR THE SERIES 2013 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 Enterprises or University Enterprise Facilities and the services provided thereby or any increases thereof which form part of the Dedicated 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 a 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 a 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 a student of Louisiana State University and Agricultural and Mechanical College ("LSU") 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 Dedicated 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 Dedicated Revenues that this Constitutional provision does not apply to charges which generate Dedicated Revenues. In the event this provision does apply, neither the Board nor the University could increase an Dedicated Revenue charge or impose a new Dedicated Revenue charge without a two-thirds favorable vote of the Louisiana Legislature or otherwise complying with the LaGRAD Act, described below. See "SECURITY FOR THE SERIES 2013 BONDS - Rate Maintenance Covenant; Rules and Adequacy of Charges for Use of the Auxiliary Enterprises and University Enterprise 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 or University Enterprises, the Board covenants in the Second Supplemental Resolution to seek any necessary authorization, legislative or otherwise of the imposition of such fees or civil fines or increases thereto in order to comply with the Bond Resolution regarding payments from Dedicated Revenues.

Act 915 of the 2008 Regular Session of the Louisiana Legislature authorized Louisiana public postsecondary institutions through their governing boards to assess a certain percentage tuition increase based on the disparity of the institution's tuition rate compared to their peers in the South as reported by the Southern Regional Education Board (SREB). For the first time, the Legislature authorized a rate increase to be applied over multiple years for undergraduates and certificate students. The University was permitted to raise tuition five percent per year for four years.

Act 741 of the 2010 Regular Session of the Louisiana Legislature, titled the Louisiana Granting Resources and Autonomy for Diplomas (LaGRAD) Act, built on the precedent set by Act 915 of 2008, by authorizing tuition increases of up to 10 percent annually for six years based on continual performance improvement of schools and universities. The tuition-for-performance authority created a longer term budget planning capability that had not existed under periodic, one-time approvals of rate increases.

Pledge of Dedicated Revenues

The Resolution creates a continuing pledge of the Dedicated Revenues for the full and prompt payment of the principal of, premium, if any, and interest on the Series 2013 Bonds. The Series 2013 Bonds shall be solely an obligation of the Board, payable as to principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Dedicated Revenues; provided, however, the Board will use its best efforts to identify and use other revenues available to it to pay Debt Service Requirements on the Series 2013 Bonds in the event of a shortfall of Dedicated Revenues. The Dedicated Revenues are pledged under the Bond Resolution to the punctual payment of such principal, interest and premium, if any, in accordance with the provisions of the Bond Resolution. All Dedicated Revenues shall immediately be subject to such pledge without any physical delivery thereof or further act, and such pledge shall be valid and binding as against all persons, irrespective of whether such persons have notice thereof. See "APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION."

Bond Insurance

["**The Series 2013 Bonds are insured by the Bond Insurer, as described below under " _____ THE INSURANCE POLICY."**"]

Additional Bonds

The Board may issue no bonds, notes or other obligations payable from Dedicated Revenues, except as Subordinate Debt (as described in the following section) or as Additional Bonds pursuant to the provisions of the Bond Resolution described in this section. The Board may issue Additional Bonds payable from Dedicated Revenues which shall be on a parity with the Series 2013 Bonds only as and to the extent authorized and described in the Bond Resolution and in the resolution authorizing the issuance of such Additional Bonds, 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 Additional Bonds and either the application of the proceeds thereof or the placing in service of any facilities financed thereby or both. Each of the categories described below is a separate authorization for Additional Bonds.

(a) Additional Bonds may be issued without the need for prior approval of Bondholders or any Credit Facility provider provided that the Debt Service Coverage Ratio for each of the last two completed Fiscal Years for which the financial statements of the Board have been reported upon by an Accountant, taking into account the Series 2013 Bonds and Additional Bonds Outstanding and the Additional Bonds then proposed to be issued (but omitting any Bonds proposed to be refunded), is not less than 1.25 and an Authorized Board Representative's certificate so certifying and setting forth in sufficient detail the computation thereof is filed with the Trustee and any Credit Facility Provider along with the financial statements and report of Accountants thereon if they are not already on file with the Trustee.

The Resolution defines Debt Coverage Ratio as follows:

"*Debt Service Coverage Ratio*" means, for the period in question, the ratio determined by the Vice Chancellor for Administration and Finance or other chief financial officer of LSUHSC by dividing funds received by LSUHSC as Dedicated Revenues for such period by maximum annual Debt Service Requirements on the Bonds outstanding and maximum annual debt service on Additional Bonds, if any, proposed to be issued.

(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 without the need for prior approval of Bondholders, if a Projection demonstrates compliance with the Debt Service Coverage Ratio required by paragraph (a) upon completion of the improvements, renovations or new construction. Such Projection shall be filed with any Credit Facility Provider and the Trustee by an Authorized Board Representative.

(c) Refunding Bonds may be issued without the need for prior approval of Bondholders or any Credit Facility Provider for any purpose authorized by the Act.

See "APPENDIX D - DEFINITIONS OF CERTAIN TERMS."

Subordinate Debt

(a) The Board may, at any time, or from time to time, issue or incur Subordinate Debt, pursuant to the Act, for any of its lawful purposes, payable from a pledge of Dedicated Revenues as may from time to time be available for the purpose of payment thereof; provided, however, that such pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge created by the Bond Resolution for payment of Bonds, and further provided that, in each Fiscal Year, payment on such Subordinate Debt shall not be made by the Board until the Board has deposited moneys in the Bond Fund to pay Debt Service Requirements on the Bonds.

(b) The Board may also, at any time or from time to time, issue or incur Subordinate Debt (i) to refund any Subordinate Debt issued as described in this section or (ii) to refund Outstanding Bonds of one or more Series or one or more maturities within a Series. Such Subordinate Debt issued for refunding purposes may be payable from a pledge of Dedicated Revenues as may from time to time be available therefor, provided that any such payment or pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge created under the Bond Resolution for the payment of the Series 2013 Bonds.

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

(i) In the event that any payment on any issue of Subordinate Debt is accelerated because of the occurrence of an event of default in connection therewith, the Owners of all Bonds Outstanding at such time shall be entitled to receive payment in full of all principal of, premium, if any, and interest on all such Bonds before the owners of the accelerated Subordinate Debt are entitled to receive any accelerated payment from the Dedicated Revenues of principal (and premium, if any) or interest upon such Subordinate Debt.

(ii) If any Event of Default with respect to any Series of the Bonds shall have occurred and be continuing, the Owners of all Bonds then Outstanding under the General Bond Resolution shall be entitled to receive payment in full of all principal of, premium, if any, and interest on all such Bonds before the owners of any Subordinate Debt are entitled to receive any accelerated payment

from the Dedicated Revenues of principal (and premium, if any) or interest upon the Subordinate Debt.

(iii) Any resolution, indenture or other instrument evidencing Subordinate Debt may provide that the provisions of subparagraphs (i) and (ii) above are solely for the purpose of defining the relative rights of the Owners of the Bonds on the one hand, and the owners of Subordinate Debt on the other hand, and that nothing therein shall impair, as between the Board and the owners of the Subordinate Debt, the obligation of the Board, which is unconditional and absolute, to pay the Owners of the Bonds the principal thereof and premium, if any, and interest thereon in accordance with its terms, nor shall anything therein prevent the owners of the Subordinate Debt from exercising all remedies otherwise permitted by applicable law or thereunder upon default thereunder, subject to the rights under subparagraphs (i) and (ii) above of the Owners of Bonds to receive cash, property or securities otherwise payable or deliverable to the owners of the Subordinate Debt; and any such resolution, indenture or other instrument may provide that, insofar as a trustee or paying agent for such Subordinate Debt is concerned, the foregoing provisions shall not prevent the application by such paying agent of any moneys deposited with such trustee or paying agent for the purpose of the payment of or on account of the principal (and premium, if any) and interest on such Subordinate Debt if such trustee or paying agent did not have knowledge at the time of such application that such payment was prohibited by the foregoing provisions.

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

Reserve Fund Surety Bond

[TO BE DISCUSSED]

[***BOND INSURANCE TO BE DISCUSSED***]

THE _____ INSURANCE POLICY

ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS*

The following table sets forth, for each Fiscal Year ending June 30, the estimated amount required for the payment of principal, at stated maturity or by mandatory sinking fund redemption, and interest on the Series 2013 Bonds.

Year Ended <u>June 30</u>	<u>Principal</u>	<u>Interest⁽¹⁾</u>	<u>Total</u>
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
Total			

* Preliminary, subject to change.

(1) Calculated at an assumed average interest rate of _____ %.

The following presentation shows the availability of Auxiliary Revenues, Dedicated Student Fee Revenues and University Enterprise Revenues for fiscal years 2007-08 through 2011-12 to satisfy the Debt Service Requirements on the Series 2013 Bonds.

	<u>FY 07/08</u>	<u>FY 08/09</u>	<u>FY 09/10</u>	<u>FY 10/11</u>	<u>FY 11/12</u>
Auxiliary Revenues	\$9,497,644	\$11,267,548	\$8,849,896	\$7,452,452	\$6,890,005
Dedicated Student Fee Revenues	299,717	314,932	338,824	347,711	353,669
University Enterprise Revenues*					
Gross Dedicated Revenues	\$	\$	\$	\$	\$
Auxiliary Operating Expenses (SRECNA)	9,159,371	9,963,000	9,058,722	7,746,645	6,712,075
Less Principal & Interest paid					
by Auxiliary in Operating Expenses	<u>(1,017,928)</u>	<u>(736,365)</u>	<u>(740,202)</u>	<u>(735,166)</u>	<u>(740,301)</u>
Total Auxiliary Operating Expenses	\$8,141,444	\$9,226,635	\$8,318,520	\$7,011,479	\$5,971,774
Total Debt Service Principal and Interest Payments	\$1,172,061	\$1,172,381	\$1,176,726	\$1,169,716	\$1,176,841
Excess - (Revenue - Operating Expenses - Debt Service Payment)	\$483,856	\$1,183,483	(\$306,527)	(\$381,032)	(\$95,059)

Debt Service Coverage - Pre-Refunding

Gross Debt Service Coverage	8.36	9.88	7.81	6.67	6.16
-----------------------------	------	------	------	------	------

* University Enterprise Revenues will be generated from a voluntary membership fee of \$25 per month for use of the Wellness Center which fee has been authorized to be levied in the fall of 2013 and is estimated to generate approximately \$_____ annually.

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 Revenue Bonds (Louisiana State University Health Sciences Center Projects) Project Fund (the "Project Fund");

(ii) Louisiana State University and Agricultural and Mechanical College Revenue Bonds (Louisiana State University Health Sciences Center Projects) Bond Fund (the "Bond Fund"); and

(iii) Louisiana State University and Agricultural and Mechanical College Revenue Bonds (Louisiana State University Health Sciences Center Projects) Reserve Fund (the "Reserve Fund").

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

(i) Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Bond Proceeds Fund (the "Series 2013 Bond Proceeds Fund");

(ii) Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Rebate Fund (the "Series 2013 Rebate Fund");

(iii) Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Costs of Issuance Fund (the "Series 2013 Costs of Issuance Fund");

(iv) Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Bond Fund (the "Series 2013 Bond Fund");

(v) Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Prior Bond Fund (the "Series 2013 Prior Bond Fund"); and

(vi) Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 Reserve Fund (the "Series 2013 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 2013 Bond Proceeds Fund. The Series 2013 Bond Proceeds Fund shall be maintained with the Trustee and used to receive the proceeds of the Series 2013 Bonds and to transfer to the Series 2013 Prior Bond Fund, the Series 2013 Costs of Issuance Fund and the Series 2013 Reserve Fund the amounts specified in the written order of the Board referenced in the Bond Resolution.

Series 2013 Rebate Fund. The Board shall pay from the Dedicated Revenues all payments required by the Series 2013 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 2013 Rebate Fund shall be held for the sole benefit of the United States of America and is not pledged pursuant to the Bond Resolution. Deposits shall be made into and withdrawals will be made from the Series 2013 Rebate Fund as provided in the Series 2013 Tax Compliance Certificate.

Series 2013 Costs of Issuance Fund. Moneys in the Series 2013 Costs of Issuance Fund will be applied by the Trustee to pay out, 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 2013 Bonds. Upon the earlier of (i) _____, 2014, 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 2013 Costs of Issuance Fund to the Series 2013 Interest Account.

Series 2013 Bond Fund. The Series 2013 Interest Account and the Series 2013 Principal Account shall be administered as provided in the General Bond Resolution and the Second Supplemental Resolution.

Series 2013 Prior Bond Fund. Amounts shall be deposited to the Series 2013 Prior Fund as set forth in the Second Supplemental Resolution and shall be transferred to the trustee for the Prior Bonds and used to redeem the Prior Bonds on _____, 2013 (the "Redemption Date"), in accordance with the General Bond Resolution and the First Supplemental Resolution. Any amounts on deposit in the Series 2013 Prior Bond Fund in excess of the amount required to redeem the Prior Bonds on the Redemption Date will be transferred to the Series 2013 Interest Account.

Series 2013 Reserve Fund. The Series 2013 Reserve Fund shall be administered as provided in the General Bond Resolution. The Series 2013 Reserve Fund shall be funded on the date of delivery of the Series 2013 Bonds in an amount equal to the Reserve Requirement (or a Reserve Fund Investment in such amount, or a combination of cash and a Reserve Fund Investment in such amount), initially \$ _____.

See "APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" for a more detailed description of the Funds and Accounts.

Investments

- (a) **General.** Except as otherwise provided in the Second Supplemental Resolution, any moneys held by the Trustee as part of any Fund or Account created or authorized to be created by the General Bond Resolution shall be invested and reinvested by the Trustee at the telephonic (promptly confirmed in writing) direction of an Authorized Board Representative in Permitted Investments. All such Permitted Investments shall mature or be redeemable or be subject to withdrawal or to repurchase by another entity on a date or dates on or prior to the time when the moneys so invested will be required for expenditure. Amounts in the Rebate Fund shall be invested in Permitted Investments with a maturity of no more than 30 days or in an investment agreement permitted hereunder or under the Second Supplemental Resolution. Investment earnings on any Fund or Account shall be retained in such Fund or Account and expended in accordance with the provisions of the General Bond Resolution or the Second Supplemental Resolution applicable thereto. The Trustee shall be relieved of all liability with respect to making investments or reinvestments in accordance with any such directions of an Authorized Board Representative and any investment losses shall be borne by the Fund or Account in which the lost moneys had been deposited. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds or Accounts may be commingled for the purpose of investment or deposit. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amount contemplated to be paid therefrom.

- (b) Valuation. Except as otherwise provided in the Second Supplemental Resolution, in computing the amount in any Fund or Account held under the provisions of the General Bond Resolution or the Second Supplemental Resolution (except for purposes of complying with the Code), obligations purchased as an investment of moneys therein shall be valued at the cost or market price thereof, whichever is lower, exclusive of accrued interest; provided, however, that, any other provision in the General Bond Resolution or the Second Supplemental Resolution notwithstanding, Reserve Fund investments shall be valued at fair market value and marked to market at least once annually. In the event market prices for obligations held hereunder are not readily available, the market price for such obligations may be determined in such manner as the Trustee deems reasonable. Anything else in the General Bond Resolution or in the Second Supplemental Resolution to the contrary notwithstanding, amounts invested under any investment agreement shall be valued at par. Except as otherwise provided in the Second Supplemental Resolution, investments (except investment agreements) shall be valued by the Trustee quarterly on the last Business Day of each fiscal quarter. Except as otherwise provided in the General Bond Resolution or in the Second Supplemental Resolution, deficiencies in the amount on deposit in any Fund or Account held under the General Bond Resolution or the Second Supplemental Resolution resulting from a decline in market value shall be restored by the Board no later than the succeeding valuation date.

PROPOSED FUTURE INDEBTEDNESS OF THE BOARD

[TO COME**]**

INTEREST RATE SWAPS

The Board currently has no interest rate swap agreements and no plans to enter into any interest rate swap agreements.

BONDHOLDERS' RISKS

Purchasers of the Series 2013 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 2013 Bonds.

THE FUTURE AVAILABILITY OF AUXILIARY REVENUES IS DEPENDENT UPON THE CONTINUED OPERATION OF THE UNIVERSITY, WHICH IS PRIMARILY FUNDED BY STUDENT TUITION AND FEES AND STATE APPROPRIATIONS WHICH ARE NOT PLEDGED TO, NOR AVAILABLE FOR, THE PAYMENT OF THE SERIES 2013 BONDS. THEREFORE, THE ABILITY OF THE UNIVERSITY TO MAKE PRINCIPAL AND INTEREST PAYMENTS ON THE SERIES 2013 BONDS IS INDIRECTLY CONTINGENT UPON SUFFICIENT ANNUAL STATE APPROPRIATIONS TO CONTINUE THE OPERATIONS OF THE UNIVERSITY.

Bond Insurance

[*TO BE DISCUSSED***]**

Operating Budget Environment

As indicated above, most the hospitals under the supervision of the University are now being operated and managed by a Third Party Entity through Cooperative Endeavor Agreements incorporating leases and/or rights of use to those entities. Each Cooperative Endeavor Agreement also requires the Division of Administration of Louisiana ("DOA") and/or the Louisiana Department of Health and Hospitals ("DHH") to provide funding to the various entities for the operation of the particular hospital, which may or may not be subject to appropriation. Failure on the part of the DOA and/or DHH to fund any such entity's operation of a hospital as required by that particular Cooperative Endeavor Agreement could result in the termination of a Cooperative Endeavor Agreement by the Third Party Entity and termination of the applicable lease or right of use. The University's resumption of operation of a hospital would require sufficient state funding to operate those facilities. Failure of the state to properly fund the hospitals either through the Cooperative Endeavor Agreements or directly to the University could result in loss of residency slots, damage to the University's academic mission and possible loss of accreditation.

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.

Difficulties in Enforcing Rights and Remedies

The remedies available to the Trustee or the owners of the Series 2013 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 Dedicated 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 Dedicated Revenues.

The various legal opinions delivered concurrently with the delivery of the Series 2013 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, including but not limited to, the ability to seize funds or property of the Board or the University. 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 Dedicated 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 2013 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 2013 Bonds - Approval for Fees and Civil Fines" and "BONDHOLDER'S RISKS - Operating Budget Environment" herein.

Summary Financial Information

Certain financial information of the University is set forth herein and in "APPENDIX A - DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION RELATED TO THE UNIVERSITY" and "APPENDIX B - LSUHSC EXCERPT FROM SUPPLEMENT TO FINANCIAL REPORT OF THE LSU SYSTEM FOR THE YEAR ENDED JUNE 30, 2012" 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 Dedicated Revenues in the future to make payments of principal of, redemption premium, if any, and interest on the Series 2013 Bonds.

RATING

Moody's Investors Service, Inc. ("Moody's") is expected to assign a rating of "_____" to the Series 2013 Bonds [***based on insurance***]. Moody's has delivered its underlying municipal bond rating to the Series 2013 Bonds of "_____" based on the credit of the University.

Such rating reflects only the view of such organization and any desired explanation of the significance of such rating should be obtained from Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. 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 rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2013 Bonds.

The Board has not requested any other organization to consider the assignment of a rating for the Series 2013 Bonds.

TAX EXEMPTION

General

In the opinion of Adams and Reese LLP, Bond Counsel, to be delivered contemporaneously with the delivery of the Series 2013 Bonds, under existing law, (i) interest on the Series 2013 Bonds is excludable from gross income for federal income tax purposes, and (ii) interest on the Series 2013 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 2013 Bonds and the income therefrom are exempt from all taxation by the State of Louisiana or any political subdivision thereof. The opinion to be rendered by Bond Counsel on the date of delivery of the Series 2013 Bonds is expected to be in substantially the form of "APPENDIX C - PROPOSED FORM OF OPINION OF BOND COUNSEL."

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 2013 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 2013 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 2013 Bonds could become taxable from the date of delivery of the Series 2013 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 2013 Bonds are excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Series 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 2013 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2013 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 2013 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 2013 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2013 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2013 BONDS.

Tax Treatment for Premium Bonds*

The Series 2013 Bonds maturing on May 1, 20____ through May 1, 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 2013 Bonds maturing on May 1, 20____ through May 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). 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 2013 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

*Preliminary, subject to change.

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 2013 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 2013 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 2013 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, Brooks & Phillips, L.L.P., Baton Rouge, Louisiana, and for the Trustee by its counsel, Gregory A. Pletsch & Associates, Baton Rouge, Louisiana. In addition, certain legal matters will be passed upon for the Underwriter by its 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 2013 Bonds or question or affect the legality of the Series 2013 Bonds or the proceedings and authority under which the Series 2013 Bonds are issued.

UNDERWRITING

The Series 2013 Bonds are being purchased for reoffering by Raymond James & Associates, Inc. (the "Underwriter"), pursuant to a Bond Purchase Agreement. The Series 2013 Bonds are being purchased at an aggregate purchase price of \$ _____ (representing \$ _____ original principal amount of the Series 2013 Bonds, less \$ _____ of Underwriter's discount, plus \$ _____ net original issue premium). [***Insurance Premium***]

The Underwriter intends to offer the Series 2013 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 Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2013 Bonds to the public. The Underwriter may offer and sell the Series 2013 Bonds to certain dealers at prices lower than the public offering prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Series 2013 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.

The Bond Purchase Agreement requires the Underwriter to purchase all of the Series 2013 Bonds if any are purchased.

CERTIFICATION AS TO OFFICIAL STATEMENT

At the time of payment for and delivery of the Series 2013 Bonds, the Board will furnish the Underwriter 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 2013 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 2013 Bonds.

CONTINUING DISCLOSURE

The Board will enter into an undertaking (the "Undertaking") for the benefit of the owners of the Series 2013 Bonds to provide, so long as the Series 2013 Bonds are outstanding and so long as required by the hereinafter defined Rule, certain financial information, operating data and notice of 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 CERTIFICATE."

The Board failed to comply with its prior undertaking 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 certain 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 2013 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 is presently in compliance with its continuing disclosure obligations and 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 2013 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2013 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 Underwriter and the purchasers or Registered Owners of any of the Series 2013 Bonds. Prospective purchasers of the Series 2013 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 Underwriter for use in connection with the public offering of the Series 2013 Bonds.

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

By: _____
Terry W. Ullrich
Vice Chancellor for Finance, LSUHSC

APPENDIX A

DEMOGRAPHIC AND SUMMARY FINANCIAL INFORMATION
RELATED TO THE UNIVERSITY

**ENROLLMENT
FISCAL YEARS 2007-08 THROUGH 2011-12
NEW ORLEANS CAMPUS**

F&J: DEH Draft of 07/16/13

APPENDIX A

ENROLLMENT DATA

LSUHSC New Orleans								
Campus Enrollment Trends (Headcount Enrollment as of 14th Class Day)								
		2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Undergraduate	Full-time	357	323	492	646	656	571	559
	Part-time	283	339	248	184	196	311	343
Total Undergraduate Headcount		640	662	740	830	852	882	902
Graduate	Full-time	493	500	575	641	674	671	670
	Part-time	121	158	165	188	170	202	191
Total Graduate Headcount		614	658	740	829	844	873	861
First Professional	Full-time	915	934	954	988	1,009	1,022	1,025
	Part-time	0	0	0	0	0	0	0
Total Professional Headcount		915	934	954	988	1,009	1,022	1,025
Total Headcount Enrollment (Undergrad., Grad., & Profess.)		2,169	2,254	2,434	2,647	2,705	2,777	2,788
Total Full-Time-Equivalent (FTE) Enrollment		2,034	2,082	2,287	2,497	2,577	2,619	2,619

Transfer applicants							868	893
Transfer acceptances							450	451
Transfer matriculants							440	442
Graduate applicants ***							4,446	3,487
Graduate acceptances							737	779
Graduate matriculants							556	583
Retention rate (freshman to soph year) *							n/a	n/a
Five year graduation rate* * *							85.50%	81.80%

* There are no freshmen at LSUHSC campus

** There was a considerable increase in applications for Medical School.

*** Reflects four year graduation rate, data is not available for five year rate.

APPLICATION METRICS



School	Level	Academic Year 2012-13						Academic Year 2011-12					
		Acceptances			Matriculations			Acceptances			Matriculations		
		Applications	#	as % of Applications	#	as % of Applications	as % of Acceptances	Applications	#	as % of Applications	#	as % of Applications	as % of Acceptances
Allied Health	Undergrad	49	29	59.18%	29	59.18%	100.00%	95	47	49.47%	47	49.47%	100.00%
	Grad	386	106	27.46%	88	22.80%	83.02%	588	164	27.89%	122	20.75%	74.39%
Dentistry	DDS	727	80	11.00%	65	8.94%	81.25%	675	83	12.30%	65	9.63%	78.31%
	Undergrad	189	47	24.87%	47	24.87%	100.00%	174	45	25.86%	45	25.86%	100.00%
	Adv Ed	489	42	8.59%	19	3.89%	45.24%	494	44	8.91%	19	3.85%	43.18%
Graduate Studies	Grad	105	22	20.95%	17	16.19%	77.27%	95	21	22.11%	18	18.95%	85.71%
Medicine	MD	2,423	285	11.76%	190	7.84%	66.67%	1,402	263	18.76%	187	13.34%	71.10%
Nursing	Undergrad	630	374	59.37%	364	57.78%	97.33%	624	359	57.53%	350	56.09%	97.49%
	Grad	213	131	61.50%	128	60.09%	97.71%	124	116	93.55%	112	90.32%	96.55%
Public Health	Grad	103	71	68.93%	49	47.57%	69.01%	109	88	80.73%	60	55.05%	68.18%
Undergraduate		868	450	51.84%	440	50.69%	97.78%	893	451	50.50%	442	49.50%	98.00%
	Graduate	4,446	737	16.58%	556	12.51%	75.44%	3,487	779	22.34%	583	16.72%	74.84%

TUITION AND CHARGES

Average Annual Tuition & Fees for Full Time Students
LSUHSC-New Orleans

RESIDENT		LSUHSC-NO		Variance	
		FY 2011-12	Peer Group	Shortfall	
		Actual	Actual	\$	%
M.D. (a)	Academic Year	\$17,804	\$24,882	(\$6,978)	-39.0%
D.D.S. (a)	Academic Year	\$15,316	\$24,853	(\$9,547)	-62.3%
Dental Hygiene (b)	Fall & Spring Semesters	\$4,028	\$7,802	(\$3,776)	-93.8%
M.N.N.A. (c)	Academic Year	\$12,584	\$12,785	(\$181)	-1.4%
Graduate Nursing (d)	Fall & Spring Semesters	\$4,827	\$8,848	(\$4,121)	-85.4%
Undergraduate Nursing (e)	Fall & Spring Semesters	\$4,063	\$7,138	(\$3,051)	-74.8%
D.P.T. (f)	Academic Year	\$13,836	\$14,971	(\$1,035)	-7.4%
Graduate Allied Health (g)	Fall & Spring Semesters	\$6,187	\$8,208	(\$2,021)	-32.5%
Undergraduate Allied Health (g)	Fall & Spring Semesters	\$5,393	\$7,400	(\$2,007)	-37.2%
Graduate Studies (h)	Fall & Spring Semesters	\$6,187	\$8,046	(\$1,849)	-29.8%
Graduate Public Health (i)	Academic Year	\$7,382	\$10,645	(\$3,263)	-44.2%

RESIDENT		LSUHSC-NO		Variance	
		FY 2010-11	Peer Group	Shortfall	
		Actual	Actual	\$	%
M.D. (a)	Academic Year	\$15,098	\$23,240	(\$8,142)	-53.9%
D.D.S. (a)	Academic Year	\$12,815	\$22,333	(\$9,418)	-72.8%
Dental Hygiene (b)	Fall & Spring Semesters	\$3,565	\$7,284	(\$3,720)	-104.8%
M.N.N.A. (c)	Academic Year	\$11,143	\$11,928	(\$785)	-7.0%
Graduate Nursing (d)	Fall & Spring Semesters	\$4,274	\$8,341	(\$4,067)	-95.2%
Undergraduate Nursing (e)	Fall & Spring Semesters	\$3,616	\$6,669	(\$3,053)	-84.4%
D.P.T. (f)	Academic Year	\$12,409	\$13,501	(\$1,092)	-8.8%
Graduate Allied Health (g)	Fall & Spring Semesters	\$5,486	\$7,846	(\$2,360)	-43.0%
Undergraduate Allied Health (g)	Fall & Spring Semesters	\$4,778	\$7,070	(\$2,294)	-48.0%
Graduate Studies (h)	Fall & Spring Semesters	\$5,486	\$7,548	(\$2,052)	-37.6%
Graduate Public Health (i)	Academic Year	\$6,568	\$9,855	(\$3,287)	-50.2%

RESIDENT		LSUHSC-NO		Variance	
		FY 2009-10	Peer Group	Shortfall	
		Actual	Actual	\$	%
M.D. (a)	Academic Year	\$14,028	\$21,252	(\$7,223)	-51.5%
D.D.S. (a)	Academic Year	\$12,000	\$20,095	(\$8,095)	-67.5%
Dental Hygiene (b)	Fall & Spring Semesters	\$3,514	\$6,856	(\$3,342)	-106.9%
M.N.N.A. (c)	Academic Year	\$10,354	\$10,533	(\$179)	-1.7%
Graduate Nursing (d)	Fall & Spring Semesters	\$3,872	\$7,746	(\$3,774)	-95.0%
Undergraduate Nursing (e)	Fall & Spring Semesters	\$3,363	\$6,089	(\$2,725)	-81.2%
D.P.T. (f)	Academic Year	\$11,408	\$12,252	(\$785)	-6.7%
Graduate Allied Health (g)	Fall & Spring Semesters	\$5,039	\$7,245	(\$2,145)	-42.1%
Undergraduate Allied Health (g)	Fall & Spring Semesters	\$4,438	\$6,391	(\$1,952)	-44.0%
Graduate Studies (h)	Fall & Spring Semesters	\$5,039	\$7,018	(\$1,919)	-37.6%
Graduate Public Health (i)	Academic Year	\$6,075	\$9,019	(\$2,944)	-48.5%

RESIDENT		LSUHSC-NO		Variance	
		FY 2008-09	Peer Group	Shortfall	
		Actual	Actual	\$	%
M.D. (a)	Academic Year	\$13,043	\$18,801	(\$5,758)	-44.1%
D.D.S. (a)	Academic Year	\$11,158	\$17,785	(\$6,627)	-59.4%
Dental Hygiene (b)	Fall & Spring Semesters	\$3,083	\$6,437	(\$3,354)	-108.8%
M.N.N.A. (c)	Academic Year	\$9,627	\$9,845	(\$181)	-2.2%
Graduate Nursing (d)	Fall & Spring Semesters	\$3,684	\$6,934	(\$3,240)	-87.7%
Undergraduate Nursing (e)	Fall & Spring Semesters	\$3,124	\$5,625	(\$2,501)	-80.1%
D.P.T. (f)	Academic Year	\$10,720	\$11,156	(\$436)	-4.1%
Graduate Allied Health (g)	Fall & Spring Semesters	\$4,742	\$6,133	(\$1,391)	-28.3%
Undergraduate Allied Health (g)	Fall & Spring Semesters	\$4,129	\$6,001	(\$1,872)	-45.3%
Graduate Studies (h)	Fall & Spring Semesters	\$4,742	\$6,450	(\$1,708)	-36.0%
Graduate Public Health (i)	Academic Year	\$5,677	\$8,326	(\$2,649)	-46.7%

RESIDENT		LSUHSC-NO		Variance	
		FY 2007-08	Peer Group	Shortfall	
		Actual	Actual	\$	%
M.D. (a)	Academic Year	\$12,725	\$17,544	(\$4,819)	-37.9%
D.D.S. (a)	Academic Year	\$10,886	\$15,939	(\$5,053)	-46.4%
Dental Hygiene (b)	Fall & Spring Semesters	\$3,008	\$5,891	(\$2,883)	-95.8%
M.N.N.A. (c)	Academic Year	\$9,392	\$8,706	\$686	7.3%
Graduate Nursing (d)	Fall & Spring Semesters	\$3,604	\$8,359	(\$4,755)	-76.4%
Undergraduate Nursing (e)	Fall & Spring Semesters	\$3,048	\$5,270	(\$2,222)	-72.9%
D.P.T. (f)	Academic Year	\$10,400	\$10,597	(\$197)	-1.8%
Graduate Allied Health (g)	Fall & Spring Semesters	\$4,626	\$5,133	(\$507)	-10.9%
Undergraduate Allied Health (g)	Fall & Spring Semesters	\$4,028	\$5,679	(\$1,651)	-41.0%
Graduate Studies (h)	Fall & Spring Semesters	\$4,626	\$5,778	(\$1,152)	-24.9%
Graduate Public Health (i)	Academic Year	\$5,513	\$7,332	(\$1,819)	-33.0%

Notes:

The Southern Peer Group excludes Louisiana institutions and varies by program as follows:

- (a) Southern Peer Group for M.D. and D.D.S. has been forecasted using the 10-year average annual change in SREB's reported historical data for public institutions in the southern region that offer Medical and Dental schools respectively.
- (b) Southern Peer Group for Dental Hygiene has been forecasted using the 10-year average annual change in SREB's reported historical data for undergraduate programs at public institutions in the southern region, limited to programs that offer graduate dentistry studies, but tuition data is not specific to dental hygiene. Community and technical colleges have been excluded.
- (c) Southern Peer Group for M.N.N.A. is based on 2012-13 tuition and fees data from institutions with accredited programs for Nurse Anesthetists according to American Association of Nurse Anesthetists (AANA) plus the 5-year average annual change in reported historical data for these schools.
- (d) SREB Average for Graduate Nursing has been forecasted using the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer both master's and doctoral programs, but tuition data is not specific to nursing. Community and technical colleges have been excluded.
- (e) SREB Average for Undergraduate Nursing has been forecasted using the 10-year average annual change in SREB's reported historical data for undergraduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer bachelor programs in nursing, but tuition is not specific to nursing. Community and technical colleges have been excluded.
- (f) Southern Peer Group for D.P.T. is based on 2012-13 D.P.T. tuition and fees data for the first full academic year as reported by the Institution's website. Includes institutions that reported an Allied Health program to Association of Schools of Allied Health Professions (ASAHP) for the 2010-11 survey year and have a CAPTE-accredited D.P.T. program as reported by the American Physical Therapy Association (APTA) as of October 2012. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in allied health or health science.
- (g) Southern Peer Group for Graduate and Undergraduate Allied Health has been forecasted using the 10-year average annual change in SREB's reported historical data for institutions with accredited programs according to the ASAHP 2011-12 survey, but tuition data is not specific to allied health programs.
- (h) SREB Average for Graduate Studies has been forecasted using the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in health science studies. Community and technical colleges have been excluded.
- (i) Southern Peer Group for Public Health is based on 2012-13 M.P.H. program tuition and fees data from institutions listed as Full Members of Association of Schools of Public Health (ASPH) as of October 2012. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in public health or health science. Community and technical colleges have been excluded.

Louisiana State University Health Sciences Center New Orleans

Metric I. The following metric will identify the the number of degrees conferred by level and professions most important to Summary of Degrees Awarded

Louisiana State University HSC NO	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Campus total number of degrees awarded/conferred						
Associates	7	5	6	5	11	5
Bachelors	260	244	255	286	277	328
Masters	182	172	129	189	166	210
Doctoral Research/Scholarship (PhD, DNS)	14	28	43	27	22	17
Professional Audiology (AuD)				7	7	12
Professional Physical Therapy (DPT)				28	40	40
Professional Medicine (MD)	157	155	170	165	180	174
Professional Dentistry (DDS)	59	58	60	60	53	58
Post Doctoral Certificate (Advanced Dental Ed.)	24	11	17	12	18	19
Total degrees awarded ...						
Total number of degrees awarded in Nursing	238	234	231	297	272	347
Total number of degrees awarded in Allied Health	139	127	98	131	152	179
Total number of degrees awarded by race/ethnicity						
Hispanic	18	20	21	22	32	29
American Indian or Alaska Native	0	3	0	5	1	1
Asian/Pacific Islander	47	56	65	56	50	58
African American Non-Hispanic	50	51	64	51	56	83
Native Hawaiian or Other Pacific Islander	1	0	0	0	4	2
White Non-Hispanic	570	528	512	618	612	666
Two or More Races	0	0	0	0	0	0
Nonresident Alien	17	14	16	22	11	18
Race/Ethnicity Unknown	0	1	2	5	8	6

OPERATING BUDGET AND STATE APPROPRIATIONS

The managing board of each college and university is required to submit to the Board of Regents estimates of its facial requirements and receipts for the ensuing fiscal year. The Board of Regents prioritizes these requests and submits them to the Division of Administration, Office of the Governor (the "Division"), and to the Legislature.

Self-generated revenues of public colleges and universities can be categorized as either restricted revenues or non-restricted revenues. The decision to restrict self-generated revenues with respect to the Series 2013 Bonds is within the discretion of the Board. All restricted revenues are audited annually and reported in the audited financial statement of LSUHSC.

The following table reflects total State general fund appropriations to State higher education, the LSU System and to LSUHSC as well as total 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 LSUHSC as a percentage of total State general fund appropriations to the LSU System for fiscal years 2007-08 through 2011-12.

STATE GENERAL FUND APPROPRIATION AND COMPARISON FISCAL YEARS 2007-08 THROUGH 2011-12

Fiscal Year	State Higher Education Appropriation	LSU System Total Appropriation	Percentage of State	LSUHSC Total Appropriation	Percentage of State
2007-08	\$1,588,482,746	\$743,842,288	46.83%	\$148,931,721	9.38%
2008-09	1,715,836,512	723,078,754	42.14	135,144,020	7.88
2009-10	1,294,258,652	524,634,411	40.54	95,284,014	7.36
2010-11	1,285,752,817	511,800,101	39.81	102,928,291	8.01
2011-12	1,227,466,410	441,473,809	35.97	91,310,455	7.44

Notes

1. The continued receipt of appropriations at current levels cannot be assured.
2. State funds include State General Funds and Statutory Dedications
3. Does not include LSUHSC-New Orleans' Allocation of \$20.9 million in Stimulus Funds in FY 2009-10
4. Does not include LSUHSC-New Orleans' Allocation of \$28.7 million in Stimulus Funds in FY 2010-11
5. In 2012, the University of New Orleans was transferred to the UL System, reducing funding for the LSU System
6. Does not include LSUHSC-New Orleans' Allocation of \$15.2 million in Carry forward funds in FY 2011-12

Sources: Executive Budget Supporting Documents for FY 2009-10, 2010-11, 2011-12, 2012-13, 2013-14



LSU Health New Orleans

LSUHSC-NO Combined Statement of Revenues, Expenses, and Changes in Net Assets Five Fiscal Year Comparison

	2012	2011	2010	2009	2008
OPERATING REVENUES	23,742,282	25,559,845	23,117,539	20,313,237	19,179,448
Student tuition and fees	(3,132,824)	(2,927,107)	(3,786,192)	(3,152,080)	(3,001,050)
*Less scholarship allowances	25,809,468	22,542,739	19,361,347	17,130,661	16,172,398
Net student tuition and fees	-	-	-	-	-
Gifts received by the foundations	-	-	-	-	-
Endowment income (component units only)	-	-	-	-	-
Federal appropriations	41,784,420	42,372,141	43,168,383	44,442,000	47,241,945
Federal grants and contracts	1,555,079	8,047,057	23,878,473	-	-
ARRA grants and contracts	102,698,350	114,723,291	122,966,733	122,272,057	110,181,212
State and local grants and contracts	78,495,729	73,186,424	85,131,416	71,683,487	58,046,279
Nongovernmental grants and contracts	88,422,186	88,508,608	83,874,124	80,733,167	73,076,780
Sales and services of educational departments	-	-	-	-	-
Hospital income	-	-	-	-	-
Auxiliary enterprise revenues, (see Note MH for revenue amounts pledged as security for bonds)	5,890,005	7,482,452	8,549,599	11,267,548	9,497,844
*Less scholarship allowances	8,990,005	7,482,452	8,549,599	11,267,548	9,497,844
Net auxiliary revenues	800,999	688,776	595,673	814,058	493,489
Other operating revenues	-	-	-	-	-
Total operating revenues	355,064,208	355,511,488	367,601,045	348,352,558	314,725,707
OPERATING EXPENSES	182,828,853	172,980,132	181,393,558	181,940,859	189,877,870
Educational and general	83,411,848	58,882,037	59,828,598	51,248,716	55,143,281
Instruction	185,243,422	159,271,108	161,795,564	170,186,464	147,283,200
Research	21,008,136	21,962,221	22,541,001	22,471,450	28,555,419
Public service	5,381,113	4,943,813	5,084,538	4,785,579	4,541,077
Academic support	32,488,527	30,999,189	30,999,189	23,817,536	30,992,381
Student services	24,569,248	25,811,167	28,389,146	27,334,930	42,227,313
Institutional support	-	-	-	-	-
Operation and maintenance of plant	-	-	-	-	-
Depreciation	1,273,328	1,220,384	117,883	124,753	224,150
Scholarships and fellowships	5,712,075	7,746,845	9,058,722	9,863,000	9,159,371
Auxiliary enterprises	1,734,484	1,545,029	1,418,251	1,019,034	1,194,895
Hospital	-	-	-	-	-
Other operating expenses	484,455,114	483,351,505	486,170,822	502,892,111	499,198,827
Total operating expenses	(139,351,908)	(127,840,917)	(128,569,877)	(164,609,243)	(184,473,120)
Operating income (loss)	215,712,300	227,670,571	239,031,168	183,743,315	130,252,587
NONOPERATING REVENUES AND (EXPENSES)	81,310,458	102,923,291	95,284,015	135,144,020	148,031,721
State appropriations	1,114,045	1,411,080	1,453,315	1,131,848	1,773,157
Gifts	7,327,267	7,008,054	2,864,102	4,019,104	3,811,509
Federal nonoperating revenues (expenses)	-	28,742,733	-	-	(927,780)
ARRA Revenues	3,001,084	2,739,105	2,399,782	3,284,556	-
Net investment income (loss)	(823,531)	(844,918)	(858,250)	(882,161)	-
Interest expense	-	-	-	-	6,525,180
Payments to or on behalf of the university	1,819,988	1,987,807	7,753,052	-	-
Other nonoperating revenues (expenses)	193,749,988	144,571,952	108,685,958	142,697,185	180,213,809
Net nonoperating revenues (expenses)	(35,642,920)	18,731,935	(19,883,881)	(11,812,078)	(24,259,311)
Income before other revenues, expenses, gains, and losses	179,069,380	246,402,506	219,147,287	171,931,237	105,993,276
Capital appropriations	5,042,853	4,890,455	7,443,110	13,104,444	6,004,152
Capital gifts and grants	1,393,308	-	-	-	4,249,145
Additions to permanent endowments	80,000	4,000,571	2,487,173	(2,951,110)	1,567,487
Other additions, net	-	(1,428,126)	-	-	-
Transfer (to)/from other system institution	-	-	-	-	-
Increases (decrease) in net assets	(20,128,950)	23,994,936	(9,973,595)	(1,858,744)	(12,438,527)
Net assets at beginning of year, as restated	308,684,845	284,786,544	294,760,142	286,618,888	299,283,367
Net assets at end of year	288,555,895	308,781,380	284,786,544	284,760,142	286,844,840

*A change in reporting occurred in fiscal year 2008 and HCSD was no longer included in the consolidation of LSUHSC-NO statements. Information has been restated for fiscal year 2008 to exclude HCSD from consolidated financial statements.

AUXILIARY ENTERPRISES

Table 1 presents an analysis of revenues and expenditures for all Auxiliary Enterprises and Tables 2 through 7 present an analysis of revenues and expenditures for each Auxiliary Enterprise for the fiscal years ended June 30, 2008 through 2012.

TABLE 1
LSU HEALTH SCIENCES CENTER
ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
OF NEW ORLEANS AUXILIARY ENTERPRISES
FOR THE YEAR ENDED JUNE 30, 2012

	2012	2011	2010	2009	2008
Operating Revenues:					
Sales and services	8,082,827	8,672,275	8,165,533	10,525,035	8,753,948
Fee allocations	806,937	779,707	763,791	735,797	733,103
Total operating revenues	8,889,865	7,451,982	8,929,325	11,260,832	9,487,051
Less: Cost of goods sold	3,823,970	4,380,318	5,509,505	7,445,382	6,385,350
Gross Profit	3,065,895	3,081,864	3,419,820	3,815,470	3,131,701
Internal Sales Elimination	2,384,418	2,281,781	2,721,908	3,582,963	3,435,955
Operating Expenditures:					
Salaries	1,086,824	1,323,388	1,509,546	1,593,210	1,583,996
Wages	842,146	887,554	1,077,008	1,102,255	1,074,100
Related benefits	669,802	756,577	828,806	847,442	781,243
Travel	2,080	748	78	3,314	6,178
Supplies and expense	1,541,705	1,337,712	1,584,100	988,488	807,719
Principal and interest	740,301	738,166	740,202	738,365	1,017,828
Utilities	633,611	690,266	754,016	792,304	863,941
Renewals and replacements	112,788	344,602	97,530	357,327	323,611
Administrative support	-	-	-	-	-
Total operating expenditures	5,629,257	6,178,010	6,591,388	6,428,683	6,418,617
Excess of operating revenues over operating expenditures	(178,944)	(822,555)	(449,658)	989,750	149,039
Other revenues(expenses):					
Interest on investments	39,017	47,724	247,393	260,827	269,124
Transfers	(183,148)	-	-	-	-
Total other revenues(expenses)	(144,129)	47,724	247,393	260,827	269,124
Excess of revenues over expenditures	(323,074)	(774,841)	(202,264)	1,230,377	418,163

* Eliminations were made to adjust for internal sales as required by GASB 34 paragraph 59 for the Statement of Activities.

TABLE 2
LSU HEALTH SCIENCES CENTER
MEDICAL CENTER STORES
ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
OF NEW ORLEANS AUXILIARY ENTERPRISES
FOR THE YEAR ENDED JUNE 30, 2012

	Projected 2013	2012	2011	2010	2009	2008
Operating Revenues:						
Sales and services	4,851,863	574,580	1,014,009	1,711,378	3,408,860	1,037,861
Fee allocations	542,440	533,278	510,834	502,681	492,054	494,427
Total operating revenues	5,194,403	1,107,858	1,524,842	2,214,059	3,898,714	1,532,288
Less: Cost of goods sold	4,217,037	519,338	928,375	1,632,278	3,181,814	972,659
Gross Profit	977,366	588,520	596,467	581,782	736,900	559,619
Internal Sales Elimination	(2,419,021)	237,809	279,282	177,405	404,715	255,399
Operating Expenditures:						
Salaries	186,407	191,075	219,273	202,325	211,344	186,547
Wages	52,785	52,978	52,894	58,888	65,689	55,441
Related benefits	94,891	85,394	88,780	84,408	87,127	67,205
Travel	-	-	-	-	1,281	-
Supplies and expense	898,202	845,252	878,017	717,013	432,410	303,119
Principal and interest	-	-	-	-	-	-
Utilities	9,782	9,214	10,753	11,183	12,051	12,260
Renewals and replacements	-	-	(178)	-	305,801	232,390
Administrative support	-	-	-	-	-	-
Total operating expenditures	1,049,857	983,913	1,050,518	1,071,795	1,118,684	858,982
Excess of operating revenues over operating expenditures	(72,491)	(157,784)	(174,659)	(312,607)	24,831	(41,944)
Other revenues(expenses):						
Interest on investments	18,000	16,743	19,143	97,769	113,232	144,820
Transfers	-	-	-	-	-	-
Total other revenues(expenses)	18,000	16,743	19,143	97,769	113,232	144,820
Excess of revenues over expenditures	(56,491)	(141,041)	(155,516)	(214,838)	138,183	102,878

* Eliminations were made to adjust for internal sales as required by GASB 34 paragraph 59 for the Statement of Activities.

Medical Center Stores

Medical Center Stores maintains a variety of in-stock laboratory supplies. They specialize in new lab setup and equipment specification and purchase. Medical Center Stores functions as a liaison between the researcher and the Office of Environmental Health & Safety and the Purchasing Department minimizing the bureaucracy and paperwork a researcher may otherwise encounter in obtaining necessary supplies. The unique feature of Medical Center Stores which sets it apart from many other science supply redistribution operations is the scientific background of its professional level staff. Medical Center Stores provides a rapid and knowledgeable alternative to the traditional purchasing process by stocking commonly used research supplies which can be acquired by the customer immediately and by pre-bidding other research supplies which can be ordered as need arises without encountering delays due to the bid process.

TABLE 3

LSU HEALTH SCIENCES CENTER
 PARKING
 ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
 OF NEW ORLEANS AUXILIARY ENTERPRISES
 FOR THE YEAR ENDED JUNE 30, 2012

	Projected 2013	2012	2011	2010	2009	2008
Operating Revenues:						
Sales and services	1,323,754	1,340,616	1,273,285	1,137,824	1,378,095	1,215,273
Fee allocations	-	-	-	-	-	-
Total operating revenues	1,323,754	1,340,616	1,273,285	1,137,824	1,378,095	1,215,273
Less: Cost of goods sold	-	-	-	-	-	-
Net operating revenues	1,323,754	1,340,616	1,273,285	1,137,824	1,378,095	1,215,273
Operating Expenditures:						
Salaries	87,884	87,884	87,884	87,884	87,884	82,949
Wages	96,888	94,918	113,873	127,553	128,653	91,452
Related benefits	70,053	63,907	66,423	70,601	69,665	52,670
Travel	538	-	-	-	2,033	1,536
Supplies and expense	358,291	435,889	361,609	362,053	440,229	290,517
Principal and interest	181,835	184,733	182,210	184,840	181,738	446,189
Utilities	154,778	143,394	153,111	168,115	174,194	172,381
Renewals and replacements	27,531	56,851	248,613	18,960	38,304	91,120
Administrative support	-	-	-	-	-	-
Total operating expenditures	955,174	1,047,174	1,193,322	889,505	1,102,497	1,228,814
Excess of operating revenues over operating expenditures	368,580	293,443	79,962	138,319	275,598	(13,541)
Other revenues(expenses):						
Interest on investments	31,000	31,016	32,524	133,092	127,385	150,300
Transfers	(23,899)	(96,910)	-	-	-	-
Total other revenues(expenses)	7,101	(65,894)	32,524	133,092	127,385	150,300
Excess of revenues over expenditures	375,681	227,548	112,487	271,411	402,983	136,759

Parking Services

Their mission is to provide well maintained, clean parking facilities and related administrative services for the faculty, students and staff of LSU Health Sciences Center in New Orleans.

TABLE 4
LSU HEALTH SCIENCES CENTER
CAFETERIA
ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
OF NEW ORLEANS AUXILIARY ENTERPRISES
FOR THE YEAR ENDED JUNE 30, 2012

	Projected 2013	2012	2011	2010	2009	2008
Operating Revenues:						
Sales and services	26,253	35,781	37,370	37,708	64,510	44,902
Fee allocations	-	-	-	-	-	-
Total operating revenues	26,253	35,781	37,370	37,708	64,510	44,902
Less: Cost of goods sold	-	-	-	-	-	19,888
Net operating revenues	26,253	35,781	37,370	37,708	64,510	25,004
Operating Expenditures:						
Salaries	-	-	-	-	-	-
Wages	-	-	-	-	-	-
Related benefits	-	-	-	-	-	-
Travel	-	-	-	-	-	-
Supplies and expense	11,399	9,452	13,037	13,259	24,828	5,286
Principal and interest	-	-	-	-	-	-
Utilities	1,475	(10,597)	(1,486)	(2,036)	28,788	28,385
Renewals and replacements	-	48,258	-	-	10,710	-
Administrative support	-	-	-	-	-	-
Total operating expenditures	12,874	45,113	11,551	11,222	62,326	31,651
Excess of operating revenues over operating expenditures	13,379	(9,333)	25,820	26,486	2,184	(6,647)
Other revenues(expenses):						
Interest on investments	1,900	1,991	1,938	6,689	3,427	4,574
Transfers	-	-	-	-	-	-
Total other revenues(expenses)	1,900	1,991	1,938	6,689	3,427	4,574
Excess of revenues over expenditures	15,279	(7,341)	27,757	33,175	5,611	(2,073)

Cafeteria

We contract for the operation of several food services programs including the Medical Education Building Cafeteria-a cash and debit card, full service cafeteria and catering operation; Dental School Lunch Program-a program designed to provide alternatives to vended food at the School of Dentistry; and Campus Vending-a contracted agreement to provide vending machines on the campus.

TABLE 5
LSU HEALTH SCIENCES CENTER
PRINTING SERVICES
ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
OF NEW ORLEANS AUXILIARY ENTERPRISES
FOR THE YEAR ENDED JUNE 30, 2012

	Projected 2013	2012	2011	2010	2009	2008
Operating Revenues:						
Sales and services	472,634	187,420	73,033	304,399	931,372	924,599
Fee allocations	-	-	-	-	-	-
Total operating revenues	472,634	187,420	73,033	304,399	931,372	924,599
Less: Cost of goods sold	328,853	108,370	52,418	228,887	618,077	678,558
Gross Profit	143,781	58,050	20,614	77,732	315,295	246,043
Internal Sales Elimination	(411,192)	160,035	128,375	168,112	216,748	207,392
Operating Expenditures:						
Salaries	53,384	70,220	101,783	138,454	141,881	134,388
Wages	49,518	48,845	45,903	83,188	52,812	52,988
Related benefits	39,080	40,872	48,737	82,844	68,439	51,575
Travel	-	-	-	-	-	-
Supplies and expense	28,228	41,987	44,772	90,032	147,208	116,274
Principal and interest	-	-	-	-	-	-
Utilities	-	148	809	2,531	863	-
Renewals and replacements	-	-	(175)	-	4,705	-
Administrative support	-	-	-	-	-	-
Total operating expenditures	188,190	200,070	241,829	357,057	406,528	355,228
Excess of operating revenues over operating expenditures	(24,409)	18,016	(92,640)	(121,214)	128,514	98,209
Other revenues(expenses):						
Interest on investments	-	(1,928)	(1,384)	795	(9,889)	(23,745)
Transfers	-	-	-	-	-	-
Total other revenues(expenses)	-	(1,928)	(1,384)	795	(9,889)	(23,745)
Excess of revenues over expenditures	(24,409)	16,087	(94,024)	(120,419)	118,645	74,464

* Eliminations were made to adjust for internal sales as required by GASB 34 paragraph 59 for the Statement of Activities.

Duplicating, Printing & Graphic Services

Duplicating, Printing & Graphics Services produces all of the Health Sciences Center business cards, letterhead, and envelopes. They offer a wide range of custom printing, duplicating, and graphic design services that include binding, booklets, bookmarks, brochures, certificates, charts/graphs, color copies, flyers, folders, forms, invitations, labels, laminating, large format poster, mounting, newsletters, notepads, posters, programs, specialty items (hats, magnets, personalized post-its), and stickers. They also provide over 100 duplicating machines, including the supplies and service, throughout the LSU Health Sciences Center in New Orleans and in locations in Baton Rouge and Lafayette.

TABLE 6

**LEU HEALTH SCIENCES CENTER
ROCKSTOWN
ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
OF NEW ORLEANS AUXILIARY ENTERPRISES
FOR THE YEAR ENDED JUNE 30, 2012**

	2012	2011	2010	2009	2008
Operating Revenues:					
Sales and services	4,869,923	2,443,917	2,758,036	2,874,081	3,826,704
Fee allocations	-	-	-	-	-
Total operating revenues	4,869,923	2,443,917	2,758,036	2,874,081	3,826,704
Less: Cost of goods sold	4,845,059	1,934,843	2,129,709	2,230,850	3,127,893
Gross Profit	2,114,864	509,074	628,327	643,231	698,811
Internal Balances Elimination	(2,402,668)	728,468	803,370	856,938	1,406,891
Operating Expenditures:					
Salaries	414,126	423,463	448,574	557,748	646,226
Wages	238,142	300,108	417,973	484,387	461,826
Raided benefits	247,831	283,381	289,440	317,372	266,142
Travel	-	2,080	748	-	3,219
Supplies and expense	361,486	384,296	679,783	864,362	864,312
Principal and interest	34,211	30,070	36,810	39,473	40,133
Utilities	124	-	(209)	(1,286)	-
Renewals and replacements	-	-	-	-	-
Administrative support	-	-	-	-	-
Total operating expenditures	1,285,905	1,453,068	1,837,115	2,022,031	2,111,954
Excess of operating revenues over operating expenditures	(71,023)	(107,866)	(443,616)	(246,276)	(77,212)
Other revenues (expenses):					
Interest on investments	-	(11,244)	(9,380)	(8,718)	3,056
Transfers	-	(11,244)	(9,380)	(8,718)	(11,820)
Total other revenues (expenses)	(11,244)	(22,488)	(19,760)	(17,436)	(8,764)
Excess of revenues over expenditures	(71,023)	(129,354)	(463,376)	(263,712)	(86,966)

* Eliminations were made to adjust for internal sales as required by GASBS 24 paragraph 68 for the Statement of Activities.

Bookstore
The Bookstore Auxiliary has the following components:
Health Sciences Bookstore
The Health Sciences Bookstore is located in the Resource Center Building. Their primary business is selling and leasing textbooks to our students. They also have a great deal of pride in the in-house reference site, which they feel is the best in the country. They maintain an fine internet source, with capabilities to inquire, search, and place orders, in J.A. Major (their primary book supplier) 30,000+ title inventory. Various other business are sold as well.
General Services Store
This operation, located in the Central Administration building, sells textbook and reference materials as well. A primary source of revenue is in supplies and equipment that is sold to Dental Students. Various supply items are sold as well.
Georgia Office Store
This operation is located on the sales of office supplies, equipment and furniture, primarily for internal sales.
Microsystems Sales and Services
Microsystems Sales and Services exists to provide the Health Sciences Center community with preselected level technical assistance in providing and maintaining personal computer software, hardware, and services. This Auxiliary operation works closely with the Computer Service Department to ensure the computer needs of the Health Sciences Center are met in accordance with the best strategic direction while meeting the requirements of our students. We also maintain the major Laptop Program for students of our schools.
Network Maintenance Division
Microsystems sales products to students, faculty, staff, deans, hospitals & affiliated clinics. Microsystems participate in special educational affiliate programs available through many of the major technology suppliers, which passes substantial cost savings to the customer.
Network Maintenance Division
Network wiring provides computer network infrastructure, physical installations statewide including fiber optic, cable backbone, VLANs, Horizontal Copper Cable, Telecommunication Closet Assembly, and Testing. Network wiring is also a source of Cabling System Components. Access Control is responsible for maintaining and installing all components of our campuses Access Control System and CCTV System.
General Service Store and Warehouse
The General Service Store and Warehouse exist to provide a means of purchasing in bulk and storing commonly used items such as paper products, cleaning supplies, and clinical disposables in quantities large enough to obtain discounts which are greater than those ordinarily available on state contract.
Blackboard Transaction System
The Blackboard system is a declining balance transaction system that allows faculty, staff, and students to access, without cash, a variety of goods and services throughout the campus called Pay Now. The Pay Now Card is the result of a cooperative endeavor between LSU Baton Rouge (the Tiger Card) and LSUHSC New Orleans to provide enhanced level of service while dynamically starting costs for Blackboard Transaction and Phone Printing solutions to our campuses. The card is used on Vending machines, for Food services, at the Coffee Kiosk, in the Bookstore, in copy and print, at the Wellness Center and in the Registrar's office.

TABLE 7

LSU HEALTH SCIENCES CENTER
RESIDENCE HALL
ANALYSIS OF REVENUE AND EXPENDITURES AND FUND BALANCES
OF NEW ORLEANS AUXILIARY ENTERPRISES
FOR THE YEAR ENDED JUNE 30, 2012

	Projected 2013	2012	2011	2010	2009	2008
Operating Revenues:						
Sales and services	1,742,151	1,520,543	1,586,871	1,581,472	1,789,417	1,714,808
Fee allocations	275,283	273,859	288,773	281,111	243,743	238,878
Total operating revenues	2,018,414	1,794,203	1,884,645	1,822,583	2,013,160	1,953,484
Less: Cost of goods sold	2,240	-	-	-	-	-
Net operating revenues	2,016,174	1,794,203	1,884,645	1,822,583	2,013,160	1,953,484
Operating Expenditures:						
Salaries	245,028	80,284	74,780	71,728	100,247	95,484
Wages	-	185,882	167,718	168,298	182,887	171,159
Related benefits	87,087	81,157	74,077	70,899	76,285	70,358
Travel	-	-	-	-	-	-
Supplies and expense	430,818	589,358	583,548	801,023	285,775	241,789
Principal and interest	573,527	575,588	572,858	575,582	574,829	571,739
Utilities	458,493	447,712	492,180	537,738	539,115	812,803
Renewals and replacements	28,886	9,879	98,609	78,570	-	-
Administrative support	-	-	-	-	-	-
Total operating expenditures	1,819,849	1,949,919	2,041,875	2,304,815	1,718,949	1,783,309
Excess of operating revenues over operating expenditures	198,225	(155,717)	(177,230)	(482,232)	294,212	180,175
Other revenues(expenses):						
Interest on investments	7,000	7,981	8,827	58,863	66,884	80,249
Transfers	(71,230)	(88,235)	-	-	-	-
Total other revenues(expenses)	(64,230)	(79,175)	8,827	58,863	66,884	80,249
Excess of revenues over expenditures	131,995	(234,892)	(168,403)	(423,369)	360,896	250,424

Student Housing

We operate two facilities for student housing:

Residence Hall

The 180,000 square feet of the Residence Hall contains 208 living units (apartments and dorm rooms) for single students and married couples. Secure ground level parking below the building is available for tenants. Inside and outside recreational areas include table tennis, billiards and basketball court.

Located at 1900 Perdido Street, the Residence Hall is connected to the Medical Education Building via a covered, elevated walkway for easy and quick access to classrooms, labs, library and cafeteria.

Stanislaus Hall

Stanislaus Hall has 164 single occupancy dorm suites on 8 floors. Each suite is furnished with a single bed, wardrobe, entertainment center, computer desk and desk chair. All dorm suites have network connectivity and basic cable television. Common features on each floor are kitchens, laundry rooms and study lounges also with internet connections. Located at 450A South Claiborne, Stanislaus Hall has a parking garage adjacent to the building. An elevated walkway connects Stanislaus Hall to all campus buildings for easy and quick access to classrooms, labs, library and cafeteria.

UNIVERSITY ENTERPRISES

The University Enterprise Revenues will be generated by a voluntary membership fee for use of the Wellness Center located on the campus of LSUHSC. A formal fee proposal will be forthcoming to the President's Office.

This proposed fee will begin to be levied in the fall of 2013 in the amount of \$25 per month and is expected to generate approximately \$560,000 annually based on projected utilization of the Wellness Center.

Faculty and Staff

For the fall of 2012, there were 955 faculty members at LSUHSC, 708 of which are full-time faculty members and 247 of which are part-time. Eighty-Eight percent of the full-time faculty members have doctoral degrees. There are 1,255 staff members, 1,229 of which are full-time and 26 of which are part-time.

Financial Aid

During the 2011-12 academic year, approximately 90% of LSUHSC students received student financial aid totaling \$57.4 million (including student loans). Funding comprised 90% from federal aid programs, 2% from state programs, 6% from institutional programs, and 1% from private programs.

Private Support

The LSUHSC Foundation and the various school alumni associations actively seek support from the private sector to supplement state appropriations.

Private giving through the Foundation is used to support academic scholarships, professorships, faculty chairs and fellowships, publications and other purposes that cannot be supported entirely with state funds. The Foundation's audited Statement of Activities for the year ending June 30, 2012 shows that the Foundation generated \$8,744,349 in total revenues and other support.

Admissions

LSUHSC has a selective admissions policy with only a small percentage of applicants being admitted. LSUHSC admits no first-time freshmen students, but only transfer students and students who have completed their undergraduate education. For more details regarding applications, please see page 3 of this appendix.

APPENDIX B

LSUHSC EXCERPT FROM SUPPLEMENT TO FINANCIAL REPORT OF THE LSU
SYSTEM FOR THE YEAR ENDED JUNE 30, 2012

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX D

DEFINITIONS OF CERTAIN TERMS

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS
OF THE BOND RESOLUTION

FORM OF CONTINUING DISCLOSURE CERTIFICATE

BONDS TO BE REFUNDED¹

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Revenue Bonds
(Louisiana State University Health Sciences Center Projects)
Series 2000**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>CUSIP</u>
05/01/2020	6.200%	\$ 4,005,000	546540AM7
05/01/2031	6.375	9,075,000	546540AN5

¹Preliminary, subject to change

APPENDIX H

[SPECIMEN BOND INSURANCE POLICY**]**



**RECOMMENDATION TO APPROVE
AN ACT 959 CONSTRUCTION PROJECT
FOR RE-ROOFING THE
LSU A&M STUDENT HEALTH CENTER BUILDING**

To: Members of the Board of Supervisors

Date: July 26, 2013

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

LSU Department of Facility Services is requesting project approval to re-roof the existing Student Health Center located on Infirmary Road on LSU's main campus. Approximately 16,577 square feet of roofing area is clay tile, and approximately 5,560 square feet of the roof is built-up roofing. The project will also include waterproofing the exterior walls and openings. An addition of a copper awning over the entryways will prevent wind-driven rain from entering the building.

2. Review of Business Plan

A review of the Business Plan supports a recommendation for approval by the Board of Supervisors.

3. Fiscal Impact

The information provided is sufficient to evaluate the need for the proposed project and will not have any direct fiscal impact on the University. Funding will be paid for by the Student Health Center from existing cash reserves.

4. Description of Competitive Process

Design of the project will be undertaken by University personnel upon receipt of all necessary administrative approvals. All construction work will be publicly and competitively bid.

5. Review of Legal Documents

Act 959 of the 2003 Regular Legislative Session establishes the requirements for exemptions from inclusion in the state capitol 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 the 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 and Control
- Approval by the Joint Legislative Committee on the Budget

8. Conflicts of Interest

None

ATTACHMENTS:

- Attachment I - Letter from Interim Vice Chancellor Kuhn to President and Chancellor Alexander
- Attachment II - Project Summary
- Attachment III - Campus Correspondence and approval from Executive Director D'Ann Morris

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 F. King Alexander, President of the Louisiana State University System, or his designee, to approve the following project and process the project through the appropriate administrative channels of review and approval by the Board of Regents, the Division of the 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:

Re-roofing the Student Health Center Building. *Estimated total project cost is \$1,000,000.00.*

BE IT FURTHER RESOLVED, that said F. King Alexander, President for 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 F. King Alexander, President for 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 the he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project."

Student Health Center - Roof Replacement

Scope of Work & Cost Estimate

June 13, 2013

LSU Facility Services - Planning Design & Construction

Scope of Work

Clay Tile Roof Remove and dispose of the existing Clay tile roof, flashing and membrane to roof deck. Repair or replace decking as required. Install new copper flashings and vents and waterproof membrane. Furnish and install new clay tile roofing.
16,577 square feet.

Built Up Roof Remove existing built up roofing, flashings and waterproof membrane to roof deck. Repair or replace damaged roof decking. Install new flashings and waterproof membrane. Apply membrane top coat roofing.
5,560 square feet.

Water Proofing Pressure wash all exterior wall, overhang and doors. Remove all old silicone caulk residue on cracks. Fill cracks with a combination of epoxy caulk, sand and split pea gravel. Waterproof the walls using a Silane solution.

Cost Estimate

Item	Quantity	Unit	Unit Price	Subtotal
Clay Tile Roofing	16,557	sf	\$39.00	\$645,723.00
Built-Up Roofing	5,560	sf	\$20.00	\$111,200.00
Waterproofing	1	Lump	\$60,000.00	\$60,000.00
Copper Canopy	1	Lump	\$15,000.00	\$15,000.00
Base Construction Total.....				\$831,923.00
+ 10% Contingency.....				\$83,192.30
+ 10% Design Fee.....				\$83,192.30
+ Rounding.....				\$1,692.40
Base Total.....				\$1,000,000.00



Facility Planning & Control PRELIMINARY PROGRAM FORM

July 28, 2011

CONTENTS: Refer to the tabs on the bottom this screen to access all the pages associated with this form.

- 1) Preliminary Program Information - General overview of the project and its description
- 2) Existing Space - This form is used to describe the current spaces and any special considerations required.
- 3) New Space - This form is used to describe the new spaces needed in a project.
- 4) Utilities - This form is used to list all the current utilities on site and the contact information for the utilities company.
- 5) FP&C Check List - This form is to be used by FP&C to start the evaluation process of the program.
- 6) Burden Factors - Lists some representative burden factors.

Please contact the Senior Manager for your agency for assistance with the program.

Executive Department, Elected Officials, Department of Culture Recreation and Tourism, Ancillary Appropriations, Agencies not Listed Elsewhere

Lisa Smeltzer, Senior Manager Lisa.Smeltzer@LA.GOV 225-342-0816

Department of Public Safety and Corrections, Department of Health & Hospitals, N. O. Adolescent Hospital, Department of Social Services, Department of Natural Resources, Department of Environmental Quality, Department of Wildlife and Fisheries.

Gary Judice, Senior Manager Gary.Judice@LA.GOV 225-342-6238

Louisiana State University Health Care Services Division and Health Sciences Center

Mark Bell, Senior Manager Mark.Bell@LA.GOV 225-342-2069

Education: Louisiana State University, Southern University

Steve Losavio, Senior Manager Stephen.Losavio@LA.GOV 225-342-0832

University of Louisiana, Louisiana Community and Technical College System, Louisiana Special Education Center, Louisiana School for Math, Science and the Arts, Louisiana School for the Deaf, Louisiana School for the Visually Impaired

Chris Whitmire, Senior Manager Chris.Whitmire@LA.GOV 225-219-4422

Education: Louisiana State University Health Care Services Division – New Orleans

Tom Rish, Senior Manager Thomas.Rish@LA.GOV 225-219-4273

Statewide Roofing

Charles Cusick, Senior Manager Charles.Cusick@LA.GOV 225-219-4275

LSU HSC New Orleans

Barry Hickman, Senior Manager Barry.Hickman@LA.GOV 504-568-8542

General Information:

* This form is to be submitted with any request for the selection of an architect, engineer or landscape architect (designer.) This form is meant to help the User Agency compile the required information for the designer's contract.

PRELIMINARY PROGRAM FORM

for medium to large scale, complex projects
 Department of Administration
 Facility Planning and Control



Description of Project:

Re-roofing existing Student Health Center (State ID#10903) located on Infirmary Road on LSU's main campus. Approximately 16,577 square feet of roofing area is clay tile, and approximately 5,560 square feet of the roof is built-up roofing. The project will also include waterproofing the exterior walls and openings. An addition of a copper awning over the entry ways will prevent wind-driven rain from entering the building.

<u>Priority Rank:</u>	<u>Project type:</u>	<u>Project Mission:</u>
1 of 1	Renovation	This project will prevent damages to the building caused by moisture penetrating the building's envelope. If ignored, the problems that are associated with moisture penetration will require extensive renovations that will require discontinuing the use of the facility for the duration of a renovation.
<u>Location</u>		
Baton Rouge		
<u>Umbrella Agency/Department:</u>		
LSU System		
<u>User Agency:</u>		<u>Agency Mission:</u>
LSU Baton Rouge		Higher Education
<u>Contact Name:</u>		<u>Agency Strategic Plan:</u>
Roger Husser		Flagship 2020 focuses on the goals of learning, discovery, diversity and engagement. New and renovated facilities are an essential component in meeting the goals of the new Flagship agenda and were and integral part of the initial Flagship 2010 focus.
<u>Contact Phone Number:</u>		
225-578-0803		
<u>Contact Fax:</u>		<u>Facility (Campus) Master Plan:</u>
225-578-5709		The primary function of this building will continue as it is currently being used.
<u>Contact Email:</u>		
rhusse1@lsu.edu		

EXECUTIVE SUMMARY

Describe the project's size, type, scope, and its proposed location:

Remove and dispose of the existing 16,577 square foot Clay tile roof, flashing and membrane to roof deck. Repair or replace decking as required. Install new copper flashings and vents and waterproof membrane. Furnish and install new clay tile roofing. Remove existing 5,560 square foot built up roofing, flashings and waterproof membrane to roof deck. Repair or replace damaged roof decking. Install new flashings and waterproof membrane. Apply membrane top coat roofing. Pressure wash all exterior wall, overhang and doors. Remove all old silicone caulk residue on cracks. Fill cracks with a combination of epoxy caulk, sand and split pea gravel. Waterproof the walls using a Silane solution.

<u>Relate the project need and specific objectives to the agency's mission statement and Strategic Plan.</u>
The function of this project directly relates to the Flagship 2020 agenda by encouraging the goals of learning, discovery and engagement.
<u>What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources?</u>
The projected total cost of the project is estimated at \$1,000,000 using self-generated fees. This project is the best use of this facility and is in compliance with the mission, vision, and goals of the institution.
<u>Explain the functions and performance characteristics of the completed project.</u>
The primary function of this building is to provide, promote and support services that integrate individual health, education for health, prevention of disease, clinical treatment for illness and public health responsibilities consistent with the educational mission of the University.
<u>Are there any special requirements for this project?</u>
None
<u>What are the key milestone dates (or time frame)? Include move-in date.</u>
There is an immediate need to replace the roof in order to prevent further damage. The building will remain occupied during the roof replacement
<u>List any contingencies, significant unresolved issues, or requirements necessary for completion of the project (legislation, action of courts, funding agreements, grant restrictions, or similar unresolved issues or requirements)</u>
None
<u>What alternatives were considered and why were they rejected?</u>
N/A
<u>List effects, if any, this project may have on surrounding facilities, programs, or other agency projects.</u>
None
SUPPLEMENTAL INFORMATION
<u>Is there a model for this facility? Is there a prototype for certain types of spaces, functions, or materials? Describe or attach examples. Include journal or professional articles.</u>
N/A

INSTRUCTIONS: Fill in entire form. Every box must be completed. If requirement is not applicable, say why.

* Description of Project: Type and size of building or renovation. Include special features of project. What level (grade) of construction is to be used?

* Priority Rank: Rating within agency Project Type: Renovation, new building, or leased space Project Mission: How does the building fit into the agency's plans. Is this a new program or an existing program? Architectural features included in project shall contribute to the mission of the building and/or renovation.

* Agency Strategic Plan: Long range plans and goals that strengthen the agency mission. Strategic plan should anticipate growth. Project mission should be part of agency strategic plan.

* Facility Master Plan: Include age of facility, activities that occur there now and that shall occur in the future, include design standards for exterior and interior. Attach current master plan or other documentation. Are there architectural standards required for the facility campus.

* The purpose of an executive summary is to provide the essential arguments for approval of the project in the fewest words possible.

* Describe the project's size, type, scope, and its proposed location: If a renovation, describe if project is to repair an existing facility, replace deteriorated building components, upgrade existing building components, replace functionally obsolete spaces, change of use in building, correct code violations, hazardous material abatement.

* Relate the project need and specific objectives to the agency's mission statement and Strategic Plan. Project justification should correlate with agency mission and agency strategic plan. Include where you are now and where you want to go. Make sure that growth is anticipated.

* What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources? Include life cycle costs and operating costs associated with this project .

* Explain the functions and performance characteristics of the completed project. Include any special mechanical, electrical, plumbing, or building requirements.

* Are there any special requirements for this project?: Is phasing required? If renovation, where will present occupants be housed during renovation? What site considerations will be involved?

Utilities Data Sheet	State Agency: LSU Baton Rouge		Facility Planning and Control		
	Project Name: Re-roofing the Student Health C		1201 N. 3rd Street		
	Date: 06/13/	State ID # 10903	Baton Rouge, LA 70804		
Are there any requirements for a utilities investigation on the site?					
Type of Utilities	Type/ size	Located on site plan	Supplier of Utilities	Comments	
Electricity				LSU	
Natural Gas				LSU	
Water Line				LSU	
Chilled water Line				LSU	
Steam lines				LSU	
Sanitary Sewage Lines				LSU	
Telephone				LSU	
Cable				LSU	
Fiber optic lines				LSU	
Storm Drain				LSU	
Irrigations system				LSU	
Supplier Name	Address		Phone	Contact person	
			Ph		
			Fax		
			Ph		
			Fax		
			Ph		
			Fax		
			Ph		
			Fax		
			Ph		
			Fax		
			Ph		
			Fax		
Site Plan	Sketch site and location of utilities known if site plan not available				

INSTRUCTIONS: All the information concerning the utilities associated with the site needs to be described in the form.

* If there are any questions concerning this form contact the Senior Manager assigned to the facility mentioned in the form.

* Under "Comments" list any problems or the current conditions of the utilities.

*If a hard copy of the site plan is available attach a copy of the plan to this form.

*The site plan is used for general purposes only.

*Show all servitudes and boundaries that are known.

FACILITY PLANNING AND CONTROL CHECKLIST

To be completed by FP & C

Incomplete submittals will be returned with a completed copy of this checklist.



		COMPLETE	INCOMPLETE	MISSING OR UNKNOWN	NOT APPLICABLE	COMMENTS
SQUARE FOOTAGE REQUIREMENTS	List of core program requirements					
	List of administrative and support spaces					
	Storage for support and core functions					
	Special space requirements					
	List of major specialized space needs (labs and similar space needs, listed under core spaces)					
	Listing of infrastructure support spaces (listed under Secondary Spaces)					
	Space relationships of core programs and support facilities (Comments)					
	Calculations of total net and total gross square foot area					
	Financial Calculations of project cost based on gross square footage and cost per square foot					
OTHER	Symbolic or Aesthetic Requirements					
	Zoning Issues					
	Historical Districts, historical site or Landmark Building Status					
	Codes and Regulations					
SITE ISSUES	Exterior grounds and site requirements. Vistas or points of interest					
	Environmental and/or EPA Issues					
	Public right-of-way(s) and/or easements.					
	Adequate capacity of existing utilities? Utility extensions required? Age of central plant.					
	Under/Above ground storage tanks. Hazardous material handling/storage.					
	Access to public transportation.					

	Vehicle/pedestrian access and circulation				
	Parking and basis for sizing				
	Additional Site work, raising of site, other mitigation, special transportation access				
BUILDING OPERATIONS	Special MEP issues				
	System Compatibility Issues (existing equip.)				
	Telecommunications/Voice/Data/Audio				
	Lighting Requirements				
	Acoustical or Sound Separation Requirements				
	Security Requirements				
	Special Equipment				
	Food Service Operations				
	Shipping and Receiving				
	Waste and Refuse Removal, Containment				
BUDGET ISSUES	Have life cycle costs been addressed?				
	Are additional operating funds available and approved?				
	Is leased space or temporary facilities required for project?				

General Note

*This page is to be used as a guide as to the information that will be looked for by FP&C in determining the completeness of the form.

Space Planning

BUILDING TYPE	BURDEN FACTOR
Administrative	1.50
Apartment	1.56
Auditorium	1.42
Bank	1.40
Biology	1.61
Chemistry	1.70
Church	1.42
Classroom	1.52
Courthouse	1.62
Department Store	1.23
Dining Hall	1.38
Dormitory	1.54
Engineering	1.64
Fraternity	1.60
Garage	1.18
Gymnasium	1.42
Hospital	1.83
Hotel	1.58
Laboratory	1.71
Library	1.32
Office	1.35
Restaurant	1.41
Science	1.67
Service	1.20
Student Union	1.72
Warehouse	1.08

*The burden factor is intended to include such things as corridors, mechanical and equipment rooms, restrooms, stairs and elevators

* This sheet is to be used as a guide only. There could be other factors associated with a building that could either raise or lower these Burden Factors.



Student Health Center

Louisiana State University
Infirmary Road
Baton Rouge, LA 70803

O 225-578-6271
F 225-578-5655
www.lsu.edu/shc
studenthealth@lsu.edu

June 12, 2013

TO: Roger Husser, Director
Planning, Design, and Construction
Facility Development

FROM: D'Ann Morris, Executive Director
Student Health Center

RE: Student Health Center Roof Replacement

For several years the Student Health Center has been dealing with roof leak issues in multiple locations. The continuous need for temporary repairs in the same locations has reached the need for a permanent solution.

The Student Health Center has identified the funding for an entire roof replacement. It is requested that the Office of Facility Services initiate the necessary processes for this project to be completed.

Please let me know if additional information is needed.



Board of Supervisors of Louisiana State University

Capital Outlay
Recommendations Analysis
2013-2014

Campus	Emergency Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
LSU	Main Campus: Sewer Line Replacement	E-1	E-9	0
HSC-S	High Voltage Electrical Distribution System Upgrade	E-2	E-3	\$1,550,000 in Priority 1, \$3,850,000 in Priority 5
HSC-S	Patient Care HVAC System Replacement	E-3	E-4	\$3,000,000 in Priority 1
LSU	Life Science Building: Partial Roof Replacement and Waterproofing	E-4	E-23	0
LSU	Patrick Taylor Hall Roof Replacement	E-5	E-33	0
LSUE	Replacement of Science Laboratory Fume Hoods	E-6	E-12	\$1,670,000 in Priority 2
LSU-A	Network & Telephone Cabling Infrastructure	E-7	E-8	0
LSU-A	Drainage Outfall Improvements (title changed to: Infrastructure Improvements, Construction)	E-8	E-6	\$450,000 in Priority 2, \$4,950,000 in Priority 5
LSU-A	Coughlin Hall Renovation	E-9	E-20	0
HSC-S	Surgery and Radiology Equipment (Shreveport)	E-10	E-21	\$5,000,000 in Priority 2
HSC-S	Facility Modernization, Essential Medical Equipment- E.A. Conway	E-11	Not Recommended	0
HSC-S	Infrastructure Upgrades and Medical Equipment (Huey P. Long)	E-12	Not Recommended	0

Campus	Continuing Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
HSC-NO	Renovation of Uptown Campus, Planning and Construction	C-1	C-6	Project changed by DoA to project below
HSC-NO	University Medical Center Acquisition of Equipment- Previously Titled "Renovation of Uptown Campus, Planning and Construction)	Late Submittal	—	\$10,000,000 in Priority 2, \$10,000,000 in Priority 5
LSU	South Campus, Land Acquisition	C-2	C-19	\$4,375,000 in Priority 5
HSC-S	Feist-Weiller Cancer Research Building (Shreveport)	C-3	C-17	\$3,000,000 in Priority 2, \$22,540,000 in Priority 5

Campus	New Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
HSC-NO	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	N-1	N-2	0
AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph III	N-2	N-4	0
LSU	Patrick Taylor Hall Renovation (\$50M SG and \$50M GOB)	N-3	Admin Priority	\$50,000,000 in Priority 5, \$50,000,000 from Fees & Self-Generated
LSU	Howe-Russell-Kniffen Geoscience (West) Renovation	N-4	N-10	0
LSU	Atkinson Hall Renovation	N-5	5 Year Plan Project # 5	0
HSC-S	Inpatient Critical Care Renovation	N-6	5 year Plan Project #3	\$375,000 in Priority 2, \$5,145,000 in Priority 5
LSUS	Land Acquisition	N-7	Not Recommended	0
LSUS	Bronson Hall Renovation	N-8	N-17	0
LSU-A	Business and Education Building	N-9	Not Recommended	0
LSU	Choppin Hall Renovations	N-10	5 Year Plan Project # 4	0
AgCenter	Animal and Food Science Facilities Renovation and Modern. Ph IV	N-11	Not Recommended	0
LSUS	HPE Renovation and Expansion	N-12	Not Recommended	0
AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph V	N-13	Not Recommended	0

Campus	New Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
LSU-A	Library Flooring Replacement and Damage Repairs	N-14	Not Recommended	0
LSU	Prescott Hall Renovation	N-15	Not Recommended	0
HSC-S	Parking for Patients Outpatient Care	N-16	Not Recommended	0
LSUE	Science Building Renovation	N-17	Not Recommended	0
LSU-A	Oakland Hall Renovation	N-18	Not Recommended	0
LSUE	Financial Aid Office Renovation	N-19	Not Recommended	0
LSUS	Computer Room Generator - Disaster Recovery	N-20	Not Recommended	0
HSC-NO	Medical Education Building Laboratory Exhaust Upgrade	N-21	Not Recommended	0
HSC-S	Outpatient Clinic to Hospital Elevated Pedestrian Pathway	N-22	Not Recommended	0
LSU	Nicholson Gateway: Infrastructure Improvements	N-23	Not Recommended	\$2,500,000 in Priority 2, \$22,500,000 in Priority 5
HSC-S	Campus Wayfinding/Directional and Locational Signage (Shreveport)	N-24	Not Recommended	0
HSC-S	Comprehensive Care Center (E.A. Conway)	N-25	Not Recommended	0
HSC-S	Hospital Diagnostic Support Service Renovation (Shreveport)	N-26	Not Recommended	0
HSC-S	Shreveport Children's Hospital	N-27	Not Recommended	\$1,000,000 in Priority 1, \$9,000,000 in Priority 5

Campus	New Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
LSU BoS	Maintenance, Deferred Maintenance, and Repairs of Campus Buildings, Planning and Construction	Late Submittal	—	\$19,000,000 in Priority 2
HSC-S	Boiler Replacement, Planning and Construction	Late Submittal	—	\$400,000 in Priority 2, \$5,000,000 in Priority 5
HSC-S	Capital Improvement Projects Design and Engineering	Late Submittal	—	\$5,000,000 in Priority 2

Campus	Health Care Services Division Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
HCSD-ILH	LSU ILH Laundry AC Project	HCSD I-1	NA	0
HCSD-LJC	Fire Alarm System Upgrade - Chabert	HCSD I-2	NA	0
HCSD-EKL	Radiology Addition and Renovation to North Baton Rouge Clinic -EKL	HCSD N-1	NA	0
HCSD-EKL	Medical Office Building at LSU Surgical Facility	HCSD N-2	NA	0
HCSD-EKL	Consolidation of LSU Health Care Redesign at NBR Facility	HCSD N-3	NA	0
HCSD-EKL	Land Acquisition and Parking Adjacent to N. Baton Rouge Clinic, Planning and Construction	HCSD N-4	NA	\$450,000 In Priority 1
HCSD-EKL	Master Planning of LSU Surgical Facility Supported by Five Year Strategic Plan - EKL	HCSD N-5	NA	0

Campus	Self-Generated Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
LSU	Res Life: New Residence Hall (SG/RB)	SG-1	Recommended	\$65,000,000 Payable from Revenue Bonds
LSU	University Recreation: Facility Expansion & Additions(SG/RB)	SG-2	Recommended	\$78,350,000 Payable from Revenue Bonds
LSU	Res Life: Evangeline Hall Renovation (SG/RB)	SG-3	Recommended	\$16,600,000 Payable from Revenue Bonds
LSU	Res Life: Kirby Smith Hall Upgrades (SG)	SG-4	Recommended	\$6,500,000 Payable from Fees & Self-Generated
LSU	Res Life: New Greek House (SG/RB)	SG-5	Recommended	\$500,000 Payable from Fees and Self-Generated, \$6,000,000 from Revenue Bonds
LSU	Athletic Department: Tennis Facility (SG)	SG-6	Recommended	\$15,000,000 Payable from Fees and Self-Generated
LSU	Athletic Department: Gymnastics Facility (SG)	SG-7	Recommended	\$20,000,000 Payable from Fees and Self-Generated
HSC-NO	Ambulatory Care Building at the LSU Surgical Center (SG)	SG-8	Recommended	0
AgCenter	EBR Parish Cooperative Extension Outreach and Education Facility	—	—	\$2,400,000 Payable from Fees and Self-Generated

Campus	Previously Funded Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
AgCenter	Animal and Food Science Facilities Renovations and Modernizations, Phase II, Planning and Construction	Funded 2012	—	\$9,000,000 in Priority 1
AgCenter	Livestock Education Facility, Planning and Construction	Funded 2012	—	\$5,000,000 in Priority 1
HCSO-LJC	Air Handling Unit Replacement, Chabert, Planning and Construction	Funded 2012	—	\$500,000 in Priority 1
HCSO-LJC	Construction of Levee Around the Chabert Medical Center, Planning and Construction	Funded 2012	—	\$250,000 in Priority 1
HCSO-UMC-BR	University Medical Center in Baton Rouge (\$1,000,000 is for demolition of Earl K. Long Hospital)	Funded 2012	—	\$5,000,000 in Priority 1
HCSO-UMC-L	Air Handler Replacement, Planning and Construction	Funded 2012	—	\$200,000 in Priority 1, \$1,780,000 in Priority 5
HCSO-UMC-L	Emergency Room Expansion, University Medical Center, Planning and Construction	Funded 2012	—	\$2,045,000 in Priority 1, \$2,800,000 in Priority 5
HCSO-UMC-L	New Emergency Generator and Chillers, UMC, Planning and Construction	Funded 2012	—	\$3,200,000 in Priority 1
HCSO-UMC-L	Refurbish Elevators, UMC, Planning and Construction	Funded 2012	—	\$1,490,000 in Priority 1
HCSO-UMC-NO	University Medical Center in New Orleans	Funded 2012	—	\$155,500,000 in Priority 1
HCSO-WOM	Replacement of Air Handlers and Chillers, WO Moss, Planning and Construction	Funded 2012	—	\$175,000 in Priority 1, \$1,740,000 in Priority 5
HSC-NO	Human Development Center, Planning and Construction	Funded 2012	—	\$10,095,000 in Priority 1

Campus	Previously Funded Projects	LSU System Priority	BoR Priority in Category	2013 House Bill 2 Priority and Funding
LSU	French House Renovation, Acquisition, Planning and Construction	Funded 2012	—	\$2,000,000 in Priority 1, \$3,325,000 in Priority 5
LSU	Renovate Old Engineering Shops for Art Department, Planning and Construction	Funded 2012	—	\$2,300,000 in Priority 1, \$13,000,000 in Priority 5
LSU BoS	Major Repairs and Reroofing for Campus Buildings, Planning and Construction	GFD Swap in 2012	—	\$55,000 in Priority 5
LSU-A	Alexandria Central Utilities Systems Repair and Upgrade, Planning and Construction	GFD Swap in 2012	—	\$75,000 in Priority 2, \$60,000 in Priority 5
LSU-A	Multi-Purpose Academic Center, Planning and Construction	Funded 2012	—	\$2,000,000 in Priority 5
Penn	Pennington Biomedical Clinical Research Building, Imaging Center and High Tech Research Instrumentation Equipment	Funded 2012	—	\$1,000,000 in Priority 5

IV. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. John F. George, Chair
Mrs. Ann D. Duplessis, Vice Chair
Mr. Ronald R. Anderson
Mr. Scott A. Angelle
Mr. Scott Ballard
Mr. R. Blake Chatelain
Mr. Garret "Hank" Danos
Mr. Stanley J. Jacobs
Mr. Raymond J. Lasseigne
Mr. Jack E. Lawton, Jr.
Mr. Lee Mallett
Mr. Rolfe McCollister, Jr.
Mr. James W. Moore, Jr.
Mr. J. Stephen Perry
Mr. John S. Woodard
Mr. Robert "Bobby" Yarborough

AGENDA

1. Update from the LSU Health Care Services Division, LSUHSC-NO, and LSUHSC-S
2. Recommendation to approve the formation of a Faculty Practice Organization for the LSU Health Sciences Center in Shreveport and to make a determination of acceptable university purpose



RECOMMENDATION TO APPROVE THE FORMATION OF A FACULTY PRACTICE ORGANIZATION FOR THE LSU HEALTH SCIENCES CENTER - SHREVEPORT AND TO MAKE A DETERMINATION OF ACCEPTABLE UNIVERSITY PURPOSE

To: Members of the LSU Board of Supervisors

Date: July 1, 2013

Pursuant to Article VII, Section 8.D.1 and 8.D.2(f) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

- Section 8.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.
- Section 8.D.2(f). Cooperative endeavor agreements pursuant to Article VII, Section 14 of the Louisiana Constitution, joint ventures, partnerships, and similar agreements, and agreements directly relating thereto.

1. Summary of the Matter

LSUHSCS is requesting approval to establish a faculty practice group organization. Academic health centers such as LSUHSCS typically have a faculty practice plan to facilitate business matters related to the patient care services provided by faculty caregivers. Faculty practice plans allow physician groups to respond to market opportunities and challenges more effectively.

The proposed entity is modeled in great part upon a previously Board of Supervisors-approved entity - the LSU Health Care Network (HCN). HCN is the faculty practice organization for the LSUHSC New Orleans. Legal experts who helped LSUHSC-NO developing HCN provided LSUHSCS with valuable technical expertise for this proposal.

Over time, with a faculty practice organization, LSUHSCS will be better able to contract with managed care companies, hospitals and other entities seeking professional services from LSUHSCS medical faculty. Furthermore, the recent cooperative endeavor agreements between LSU and the Biomedical Research Foundation of Northwest Louisiana related to operation of the Shreveport and Monroe hospitals were drafted to allow engaging a faculty practice organization as is proposed here.

In addition to linking faculty across the Shreveport and Monroe campuses and streamlining contracting matters, benefits of the faculty practice organization (adapted from the Articles of Incorporation) include the ability to:

- Provide health care to the general public including, but not limited to, the delivery of physician medical services and other health care services to individuals in support of the LSUHSCS' mission to the indigent population of the State of Louisiana.
- Assist LSUHSCS in carrying out its medical, educational, and research functions;
- Assist LSUHSCS in its operation of the health care institutions owned by or affiliated with the LSUHSCS;
- Assist LSUHSCS in making health care management and training functions more efficient
- Encourage consultations among the attending and community physicians for improving patient care, professional standards, and the climate for the carrying on of the teaching and research missions of LSUHSCS;
- Strengthen and broaden the range of skills for carrying on teaching, research, and professional practice by the Faculty Physicians;
- Assist LSUHSCS in coordinating common policies; and
- Aid LSUHSCS in its charitable, scientific, and educational purposes, and promotion faithful leadership in delivery of medical services.

Furthermore, this initiative will:

- Improve recruiting and retention of related medical and allied health professionals.
- Allow expedited renting of spaces for community-based patient care services.
- Provide opportunities to collaborate with additional hospitals and practices across North Louisiana
- Capitalize further on the electronic health record

Taken together, this will help ensure patient access to important healthcare services for residents of North Louisiana and beyond.

2. Review of Business Plan

Not applicable at this time. A business plan will be developed this year consistent with LSUHSCS institutional priorities and community needs.

3. Fiscal Impact

This project will not require any LSU or additional State General Fund support.

4. Description of the competitive process followed.

Not applicable.

5. Review of Legal Documents

The proposed entity is fully compliant with pertinent Louisiana statutes, federal Internal Revenue Service (IRS) rules regarding not-for-profit/tax exempt entities as well as LSU rules regarding subordinate entities.

Proposed organizational documents appear as Appendix A and are complete. They have been reviewed for form and legal sufficiency by counsel to LSUHSCS. The LSU General Counsel will make a final review prior to presentation to the President for consideration of execution.

6. Parties of Interest

The only parties to the Lease Agreement will be LSU and the LSU Health Sciences Center Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation.

7. Related Transactions

Not applicable.

8. Conflicts of Interest

None.

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 F. King Alexander, President of the Louisiana State University System, or his designee, to execute documents relating to formation of a faculty practice plan for the LSU Health Sciences Center- Shreveport;

BE IT FURTHER RESOLVED that the Board finds an acceptable university purpose to establish a faculty practice plan at the LSU Health Sciences Center- Shreveport; and

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the documents any and all other provisions and stipulations that he deems in the best interest of the University.

**BYLAWS
OF
LSU HEALTH SCIENCES CENTER SHREVEPORT
FACULTY GROUP PRACTICE,
a Louisiana Nonprofit Corporation**

PREAMBLE

These Bylaws (“**Bylaws**”) are the original Bylaws of the Corporation dated the ___ day of _____, 2013. These Bylaws are agreed to and adopted by the Board in accordance with Louisiana Revised Statutes Section 12:222 and include the following:

ARTICLE I

NAME

The name of this corporation is LSU Health Sciences Center-Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation (“**FGP**” or “**Corporation**”).

ARTICLE II

OFFICES

The principal office of the FGP shall be located in the City of Shreveport. The FGP may have such other offices, either within or without the State of Louisiana, as the Board determines or as the affairs of the FGP may require from time to time.

ARTICLE III

DEFINITIONS

As used in these Bylaws and the Articles of Incorporation, the following terms shall have the following meanings unless the context clearly indicates otherwise:

“**Board**” means the Board of Directors of the Corporation.

“**Board of Supervisors**” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, which is empowered under the statutes and

Constitution of the State of Louisiana to supervise and manage the institutions and programs administered through the LSU System.

“**Bylaws**” means the bylaws of the FGP.

“**Chancellor**” means the Chancellor of LSU Health Sciences Center-Shreveport, whether Interim, Acting or Actual.

“**Clinical Affairs Advisory Committee**” means a committee authorized by the Board, and as defined in Article XIII of these Bylaws, which committee is responsible for providing information on clinical affairs to the Board. “**Clinical Faculty**” means the faculty of the clinical departments of the School of Medicine who provide clinical services both individually and collectively, and regardless of rank and includes both full-time and part-time faculty members.

“**Cooperative Endeavor Agreement**” means the agreement between the Board of Supervisors and the FGP which sets forth the respective parties’ rights and obligations with respect to the FGP’s provision of professional medical services through the FGP Physicians and the FGP’s use of the Board of Supervisor’s facilities, services, and personnel which may be entitled or known as the “Uniform Affiliation Agreement.”

“**Dean**” means the Dean of the LSU Health Sciences Center-Shreveport School of Medicine, whether Interim, Acting or Actual.

“**Department**” means a clinical department of the LSU Health Sciences Center-Shreveport.

“**Department Head**” means a department head or acting department head of a Department.

“**Director**” means a member of the Board.

“**Executive Committee**” means a committee authorized by the Board, as defined in Article VIII of these Bylaws, which committee is responsible for supervision of the day-to-day operations of the Corporation.

“**Executive Director**” means the Executive Director of the FGP.

“**FGP Physician**” means a physician who leases medical services on behalf of the FGP pursuant to the Cooperative Endeavor Agreement.

“**LSU Director**” means a member of the Board who is described herein and elected pursuant to Article VIII of the Corporation’s Articles of Incorporation.

“LSU Health Sciences Center–Shreveport” means the LSU Health Sciences Center in Shreveport, consisting of the School of Medicine, the School of Allied Health, and the School of Graduate Studies.

“LSU System” means the system composed of the institutions under the supervision and management of the LSU Board of Supervisors.

“Medical Director” means the Chief Medical Officer of the FGP, who shall be a physician licensed to practice medicine in the State of Louisiana and a member of the Clinical Faculty.

“Public Director” means a member of the Board who is not an employee of the Board of Supervisors and who is elected pursuant to Article VIII of the Corporation’s Articles of Incorporation.

“School of Medicine” means the LSU Health Sciences Center- Shreveport School of Medicine.

ARTICLE IV

PURPOSE AND OBJECTIVES

4.1 The Corporation is organized as a faculty group practice organization exclusively for charitable, scientific, and educational purposes and to provide patient care services, as set forth in the Internal Revenue Code Section 501(c)(3), including aiding the charitable, scientific, and educational purposes of the School of Medicine, an organization set forth in Section 501(c)(3) of the Internal Revenue Code as such may be amended from time to time. Such purposes and objectives are to include but not be limited to the following:

- A. Provide health care to the general public including, but not limited to, the delivery of physician medical services and other health care services to individuals in support of the LSU Health Sciences Center-Shreveport’s mission to the indigent population of the State of Louisiana.
- B. Assist LSU Health Sciences Center-Shreveport in carrying out its medical, educational, and research functions;
- C. Assist LSU Health Sciences Center-Shreveport in its operation of the health care institutions owned by or affiliated with the LSU Health Sciences Center-Shreveport;

- D. Assist LSU Health Sciences Center-Shreveport in making health care management and training functions more efficient;
- E. Encourage consultations among the attending and community physicians for improving patient care, professional standards, and the climate for the carrying on of the teaching and research missions of LSU Health Sciences Center-Shreveport;
- F. Strengthen and broaden the range of skills for carrying on teaching, research, and professional practice by the Clinical Faculty and the FGP Physicians;
- G. Assist LSU Health Sciences Center-Shreveport in coordinating common policies; and
- H. Aid LSU Health Sciences Center-Shreveport in its charitable, scientific, and educational purposes, and promotion faithful leadership in delivery of medical services.

ARTICLE V

SUBDIVISIONS OF THE FGP

- 5.1 Organization. The conduct of the Corporation's affairs relates to the administrative organization and function of the LSU Health Sciences Center-Shreveport. For these reasons, the Clinical Faculty shall participate in the FGP, and shall initially be organized into the following groups of physicians and health care providers which correspond to the Departments:

- Anesthesiology
- Emergency Medicine
- Family Medicine
- Oral and Maxillofacial Surgery
- Internal Medicine
- Neurology
- Neurosurgery
- Obstetrics & Gynecology

Ophthalmology
Orthopedics
Otolaryngology/Head and Neck Surgery
Pathology
Pediatrics
Psychiatry
Radiology
Surgery
Urology

- 5.2 Corporate Department Heads. The FGP shall name as the Corporate Department Heads those same individuals serving as the corresponding School of Medicine Department Heads.
- 5.3 Department Changes. The organization of the FGP as described in Section 5.1 above shall be modified as Departments or other organizational units of the LSU Health Sciences Center-Shreveport are created, modified, or abolished or to recognize such other administrative units of the LSU Health Sciences Center-Shreveport as the Board may deem advisable.

ARTICLE VI

BOARD OF DIRECTORS; MEMBERS

- 6.1 Powers and Election. Except as otherwise provided in the Articles of Incorporation and these Bylaws, the direction and management of the affairs of the Corporation and the control and disposition of its assets shall be vested in the Board which shall have thirteen (13) members, all of whom shall be elected by the vote of the then-serving Board of Directors.
- 6.2 Composition. The Directors shall include the following:
- A. Six (6) LSU Directors. The slate of names provided by the Board of Supervisors for the purpose electing LSU Directors shall include, at a minimum, four (4) Clinical Department Heads of LSU Health Sciences Center-Shreveport, one (1)

member of the Board of Supervisors, and the Dean. Should any of the names proposed by the Board of Supervisors be declined by the Corporation's members (which are the same individuals serving as Directors), the Board of Supervisors will submit additional names for consideration until all six (6) positions are filled. Notwithstanding term limitations for service set forth herein, the Dean of LSU Health Sciences Center-Shreveport shall permanently be a member of the Board of Directors of the FGP as an LSU Director. The Dean (but no other member of the Board) may appoint a representative to attend any of the meetings of the Board of Directors or any committee thereof in his or her place and who may cast the vote of the Dean with written instruction. No other proxies or representatives may be allowed.

- B. The Chancellor shall be an *ex officio* member of the Board of Directors and all committees but may not vote.
- C. Seven (7) Public Directors who shall not be members or employees of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and who are nominated by either the Nominating Committee or any member of the Board of Directors, as more fully defined and described above.

6.3. Length of Terms. Commencing with the date of appointment, each elected LSU Director shall serve a term of two (2) years and each Public Director shall serve a term of two (2) years until a successor shall have been duly elected and qualified unless he or she is sooner removed pursuant to the Bylaws or dies or resigns in accordance with the Bylaws. Each elected Board member shall be limited to no more than two (2) full terms in succession. For purposes of the election of the first full Board, two (2) elected LSU Directors shall serve for only one (1) year but shall not be precluded from being reelected to a second regular two (2) year term. Additionally, three (3) of the Public Directors shall initially serve for only a one (1) year term but may be elected to a second two (2) year term.

6.4. Resignation. A Director may resign at any time upon written notice to the President or Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt. The acceptance of a resignation shall not be necessary to make it effective.

6.5. Vacancies. A vacancy shall exist on the Board upon the death, resignation, or removal of a Director, upon the disability of a Director that renders him or her permanently incapacitated or unable to serve, or when a Director is no longer qualified to serve as a Director. A Director may be removed from the Board by the affirmative vote of two-thirds (2/3rds) of the total Directors at a properly called meeting of the Board. In the

event of a vacancy among LSU Directors, they shall be replaced by qualified nominees submitted by the LSU Health Sciences Center-Shreveport to the Board for its approval and election. A Public Director vacancy shall be replaced by a qualified nominee from the Nominating Committee or from any member of the Board submitted to the Board for approval and election.

- 6.6 Appointment/Election. Any elected Director whose term of office shall have expired may be elected to another term for a maximum of two (2) consecutive terms. Nothing in these Bylaws or the Articles of Incorporation shall prohibit any elected Director from being re-elected after two (2) terms so long as such Director does not serve on the Board for at least one (1) year between two (2) consecutive two-year terms.
- 6.7 Annual Meeting of the Board and the Corporation's Members. The date and time and place of the annual meeting of the Board/Members shall be determined by the Board and stated in the notice of the meeting. The purpose of the annual meeting shall be for the election of directors and officers of the Corporation and the receiving of reports and the transaction of such other business as may lawfully come before the meeting. It shall be the duty of the Secretary of the Corporation to give at least ten (10) days' notice of the time, place, and date of the annual meeting to each Director.
- 6.8 Regular Meetings. Regular meetings of the Board shall be held according to a schedule of dates and at such fixed times and places adopted by the Board at its annual meeting but shall be no less often than quarterly. The purpose of regular meetings shall be for the transaction of such business as may lawfully come before each meeting. The Secretary of the Corporation shall provide the Board with a schedule of the regular meetings.
- 6.9 Special Meetings. Special meetings of the Board/Members shall be held whenever called by or at the request of the President of the Corporation or any two (2) Directors. Except in the event of a signed written waiver of notice, ten (10) days' notice of the date, time, and place of each such special meeting shall be given to each Director.
- 6.10 Quorum for Meetings. The presence of a majority of the number of Directors fixed pursuant to the provisions of these Bylaws shall be a quorum for the transaction of business at all meetings convened according to these Bylaws, with such quorum being represented either in person or by means of conference telephone or similar communications equipment, provided that all Directors, participating in the meeting are capable of hearing and being heard by all other such Directors and such participation in a meeting shall constitute presence in person at the meeting.
- 6.11 Voting. The affirmative vote of a majority of the Directors at a meeting at which a quorum is present, as defined in Section 6.10, shall be the act of the Board or

Corporation's members, as appropriate, except as may be otherwise specifically provided by law, the Corporation's Articles of Incorporation, or these Bylaws. Meetings, other than the annual meeting or any meeting to consider modification of a Bylaw or the Articles of Incorporation may be conducted or attended by telephonic or other devices that permit contemporaneous/simultaneous two-way audio communication.

- 6.12 Action by Written Consent. The Board of Directors and members may act by written consent by a document signed by a sufficient number of Directors to take a particular action. If such consent is not unanimous, a copy of the written consent shall be provided within five (5) days after adoption to any Director not signing the consent. Notwithstanding anything in these Articles to the contrary, no action may be taken to amend the Articles or these Bylaws except at a meeting properly called for such purpose. No annual meeting may be held in this manner.
- 6.13 Rights of Corporate Department Heads. All Department Heads who are not members of the Board or a committee may attend and participate in such meetings but may not vote, unless the Department Head is then serving as a Director (for Board meetings) or serving as a member of that committee. There shall be no such right to attend or to speak at or in any Executive Session of the Board or committees.

ARTICLE VII

COMMITTEES

- 7.1 Standing Committees. There shall be at least six (6) standing committees of the Corporation; the Executive Committee, the Finance Committee, the Nominating Committee, the Clinical Affairs Advisory Committee, the Audit Committee and the Bylaws Committee.
- 7.2 Ad Hoc Committees. The Board will appoint all *ad hoc* committees for the purpose of delegating tasks of the Corporation and its management.
- 7.3 Notice and Quorum for Committee Meetings. The presence of a majority of the number of committee members fixed pursuant to the provisions of these Bylaws shall be a quorum for the transaction of business at all meetings convened according to these Bylaws, with such quorum being represented either in person or by means of conference telephone or similar communications equipment, provided that all committee members, participating in the meeting are capable of hearing and being heard by all other such committee members and such participation in a meeting shall constitute presence in

person at the meeting. The provisions of Section 6.8 through Section 6.13 shall apply to committee meetings.

ARTICLE VIII

EXECUTIVE COMMITTEE

- 8.1 Responsibilities. The Executive Committee shall be responsible for the business and operations of the Corporation on behalf of the Board. The Executive Committee shall have all the powers of the Board, subject to the approval of the Board as described in these Bylaws.
- 8.2 Members. The Executive Committee shall be comprised of the Dean, the President, the Vice President and Secretary-Treasurer of the FGP, and such other individuals as the Board shall elect from year to year. Executive Committee members need not be officers or Directors of the Corporation. The Dean may appoint a representative to attend any meeting of the Executive Committee in his or her place, who may then cast the vote of the Dean, with written instruction.
- 8.3 Operation. The Executive Committee shall function as follows:
- A. The Executive Committee shall be directly accountable and, at a minimum, must report quarterly to the Board. Any decisions made by the Executive Committee must be ratified by the Board and shall be the established management and policy of the Corporation.
 - B. All decisions of the Executive Committee must conform to the established policies and Bylaws of the Corporation and the Cooperative Endeavor Agreement.
- 8.4 Limitations. The Executive Committee shall not have the power to approve any amendment to the Corporation's Articles or Bylaws on behalf of the Board, nor shall it have the power to elect or discharge any officer of the Corporation or Director.
- 8.5 Removal. Elected members of the Executive Committee may be removed by a two-thirds (2/3rds) majority vote of the Directors present at a meeting duly noticed and convened. Notice of the proposed action to remove an Executive Committee member must have been included in the notice of the meeting.

ARTICLE IX

FINANCE COMMITTEE

- 9.1 Reporting. The Finance Committee shall report directly to the Board.
- 9.2 Members. The Finance Committee shall consist of nine (9) voting members: the Secretary-Treasurer, the Dean, five (5) persons chosen by and from the Clinical Affairs Advisory Committee (including the Chairperson of that committee), the chief financial executive of the School of Medicine, and one other member appointed by the Board.
- 9.3 Responsibilities. The Finance Committee's responsibilities shall include, but not be limited to, overseeing of all financial matters (*e.g.*, accounts receivable, billing, *etc.*); financial reporting; information systems; budgeting; fee schedules; and capitation setting and strategic planning efforts; and implementation of all managed care contracting on behalf of the FGP and FGP Physicians, subject at all times to final approval by the Board.

ARTICLE X

NOMINATING COMMITTEE

- 10.1 Reporting. The Nominating Committee shall report directly to the Board.
- 10.2 Members. The Nominating Committee shall consist of the Chancellor, the Dean, two (2) Directors who are members of the Clinical Faculty, and one (1) Public Director. Notwithstanding anything to the contrary set forth herein, the Chancellor shall be a voting member of the Nominating Committee.
- 10.3 Responsibility. The Nominating Committee's only responsibility shall be to nominate individuals to the Board to fill the role of Public Directors.
- 10.4 Additional Nominations. Nominations for Public Directors may also be made by any other Director at any properly noticed and convened meeting for the election of Public Directors.

ARTICLE XI

BYLAWS COMMITTEE

- 11.1 Reporting. The Bylaws Committee shall report directly to the Board.
- 11.2 Members. The Board shall appoint the members of the Bylaws Committee on an annual basis.

- 11.3 Responsibilities. The Bylaws Committee’s responsibilities shall be to review and propose amendments of the Bylaws to the Board of Directors.

ARTICLE XII

AUDIT COMMITTEE

- 12.1 Reporting. The Audit Committee shall report directly to the Board.
- 12.2 Members. The Board shall appoint the members of the Audit Committee. Such members shall be independent of any financial conflicts with the FGP. Such members shall include, at a minimum, the Secretary-Treasurer and one (1) member of the committee designated as a “financial expert”. Such members shall not be a member of the FGP’s management or an officer or director who has direct responsibility for the fiscal matters of the FGP.
- 12.3 Responsibilities: The Audit Committee’s responsibilities shall include the reviewing of the independent audit firm engaged by the FGP as well as the findings of such audit firm. The Audit Committee shall create policies and procedures for addressing financial issues in accounting; shall have the authority to engage independent counsel and other advisors; and, shall review all financial and audit reports with full disclosure to the Board of any accounting irregularities or needs.

ARTICLE XIII

CLINICAL AFFAIRS ADVISORY COMMITTEE

- 13.1 Reporting. The Clinical Affairs Advisory Committee shall report directly to the Board.
- 13.2 Members. The Clinical Affairs Advisory Committee shall consist of the each Department Head and the Directors of the Centers for Excellence associated with the School of Medicine.
- 13.3 Responsibility. The Clinical Affairs Advisory Committee's responsibility shall be to assess the needs and concerns of the Departments and the Centers of Excellence in connection with the School of Medicine and the FGP and to communicate those needs and concerns to the Board.

ARTICLE XIV

OFFICERS

- 14.1 Officers. The officers of the Corporation shall be the President, Vice President, and a Secretary-Treasurer, and shall be elected from and by the Board. Unless removed in accordance with procedures established by law and these Bylaws, the said officers shall serve until their respective successors are elected and shall qualify,. No officer may hold more than one elected office at one time. Notwithstanding anything set forth herein to the contrary, officers may serve consecutive terms, but an officer must at all times be a member of the Board
- 14.2 Duties. The officers of the Corporation shall respectively exercise and perform or delegate as appropriate the respective powers, duties, and functions as stated below, and as may be assigned to them by the Board.
- A President. The President shall nominate members of the standing committees as described in these Bylaws, and shall nominate members to ad hoc committees as needed, sign all certificates, bonds, deeds, mortgages, leases, and contracts of the Corporation as approved by the Board. The President shall perform all the duties as the Board shall designate. The President may delegate certain duties with the Board's approval. The President shall also be a member of the Executive Committee.
- B Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the

powers of and be subject to all the restrictions of the President. The Vice President shall have such other powers and perform such other duties as may from time to time be assigned to him by the President.

- C Secretary-Treasurer. The Secretary-Treasurer shall keep, or cause to be kept accurate minutes of all meetings of the Board, the FGP Physicians, and the Executive Committee. The Secretary-Treasurer shall keep, or cause to be kept a register of the FGP Clinical Faculty and shall be responsible for the giving of notice of meetings of the Clinical Faculty. The Secretary-Treasurer shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned by the President.

The Secretary-Treasurer shall also have the care and custody of the money, funds, valuable papers and documents of the Corporation. The Secretary-Treasurer shall keep accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board or President.

- D Absence. In the event of the absence or inability of any elected officer to act, the Board in its sole discretion may delegate the powers or duties of such officer to any other officers, whom it may select.

- E Executive Director. The Executive Director shall be the Chief Executive Officer of the Corporation who shall report directly to the Board. The Executive Director shall participate in all Board and Executive Committee meetings but shall not have a vote.

The Executive Director shall serve and advise all other standing or ad hoc committees as the President deems appropriate. The Executive Director shall serve at the pleasure of the Board.

- F Medical Director. The Medical Director shall be the medical director of the Corporation and shall report directly to the Executive Director. The Medical Director will participate in the faculty practice areas such as credentialing, quality assurance, utilization review, and clinic operations and will have such responsibilities and duties as designated by the Executive Director. The Medical Director shall participate in all meetings of the Board and Executive Committee but shall not have a vote.

ARTICLE XV

CORPORATION FUNDS

- 15.1 Audit. Annual audits shall be made of the Corporation's books and records according to generally accepted accounting principles. The annual financial audit of the Corporation's accounts shall be by a firm of the Certified Public Accountants selected by the Board with the advice of the Executive Committee and the Chancellor. The cost of such audit shall be borne by the Corporation as an operating expense.
- 15.2 Fiscal Year. The Corporation's fiscal year shall be established by the Board. The Corporation's accounts shall be closed and balanced as of the end of each fiscal year.
- 15.3 Reserves. The Executive Committee, with the advice of the Dean, may establish reasonable reserves to meet any unusual expense, loss, anticipated year-end expense, equipment purchase, multiple year obligations, or for rental or construction projects.
- 15.4 Banking. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust companies as the Executive Committee shall designate and may be withdrawn only upon proper authorization.

ARTICLE XVI

DISSOLUTION OF THE CORPORATION

- 16.1 Dissolution. This Corporation may be dissolved and terminated by the Board pursuant to a vote of two-thirds (2/3rds) of the total directors. Upon such dissolution, a Board committee of three Directors shall be appointed, one of whom shall be the Dean and the other two designated by the Board with the advice of the Dean. This dissolution committee shall act as liquidating Directors and shall proceed with reasonable promptness to dissolve the Corporation. A chairperson should be elected as Chairman of the dissolution committee. No Directors shall be entitled to any compensation for his or her services in connection with the dissolution of this Corporation.
- 16.2 Debts. The Corporation's debts and obligations and dissolution expenses shall be charges, for internal Corporation purposes, insofar as possible and appropriate, to the individual group practice accounts according to the same principles and guidelines outlined in these Bylaws for assigning Corporation expenses. In the event that an account's segregated assets (including cash and accounts receivable) are insufficient to meet the obligations, the obligation or liability will become the general obligation of the Corporation and will be assigned first against the unsegregated assets of the Corporation. If the obligations remain incompletely satisfied, they shall be prorated against all

segregated Corporation assets in a manner determined by the dissolution committee. On the dissolution of the Corporation, any funds and property remaining after payment of such expenses, debts, and obligations properly chargeable to the Corporation shall be distributed as provided in the Articles of Incorporation. In the event of a conflict between these documents, the Articles of Incorporation of the Corporation shall control. The dissolution committee shall designate and identify all assets remaining after all debts and obligations have been satisfied with the individual accounts and shall recommend an assignment of assets within the School of Medicine, unless such assets have been obligated by prior separate agreement to be transferred to other accounts of the LSU Health Sciences Center-Shreveport.

ARTICLE XVII

WAIVER OF NOTICE

- 17.1 Waiver. Any member, committee member, officer, or Director may waive, in writing, any notice required to be given by law or under these Bylaws, whether before or after the time stated therein.
- 17.2 May Not Be Waived. Notice of a meeting properly called for the purpose of amending either the Articles or Bylaws of the Corporation may not be waived.

ARTICLE XVIII

ACTION WITHOUT A MEETING

Nothing contained in these Bylaws shall be construed so as to prevent any action required to be taken at a meeting of the Directors, Executive Committee, if there be one, or employees of this Corporation, to be taken without a meeting, provided that the action so taken shall be set forth in writing and shall be signed by all of the Directors, Executive Committee members, if there be any, or employees entitled to vote, if any, with respect to the subject matter thereof. Any action taken, however, to amend the Articles of Incorporation or Bylaws may be taken only at a meeting properly noticed and convened for that purpose.

ARTICLE XIX

INDEMNIFICATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

19.1 Details of Indemnification. The Corporation's indemnification of every Board Member, Officer, Executive Director, Medical Director, Assistant or Associate Executive and Medical Directors and the Corporation's officers, employees, committee members and agents, except as otherwise required by applicable state or federal law shall be as follows:

- A. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (hereinafter "**proceeding**"), whether civil, criminal, administrative, or investigative and whether formal or informal, including proceeding by or in the right of the Corporation (hereinafter "**derivative proceeding**"), by reason of the fact that such person is or was acting as a Director, officer, employee, or agent (each, a "**Corporate Representative**"), including the estate or personal representative of such Corporate Representative, or who, while serving as such Director, officer, employee, or agent is or was serving at the request of the Corporation as a director, officer, employee, partner, trustee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including reasonable attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Corporate Representative in connection with such proceeding, if he or she conducted himself or herself in good faith and, in the case of conduct in his or her official capacity with the Corporation, he or she reasonably believed that such conduct was in the best interests of the Corporation (or, in the case of conduct other than in his or her official capacity, he or she reasonably believed that his or her conduct was at least not opposed to the best interests of the Corporation) and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful (hereinafter "**standard of conduct**"); provided, however, that the Corporation may not indemnify Corporate Representative in connection with (1) a derivative proceeding in which such Corporate Representative is adjudged liable to the Corporation; or (2) any proceeding charging improper personal benefit to such Corporate Representative, whether or not involving action in his or her official capacity, in which such Corporate Representative was adjudged liable on the basis that personal benefit was improperly received by him or her; further provided; however, that if a court in which a proceeding was brought determines upon the application of such Corporate Representative that such Corporate Representative is fairly and reasonably entitled to indemnification in view of all the relevant circumstances,

whether or not such Corporate Representative met the standard of conduct described above or was adjudged liable in the circumstances described in (1) or (2) above, the Corporation shall indemnify such Corporate Representative to the extent that the court deems proper; further provided, however, that indemnification with respect to any proceeding in which a Corporate Representative is adjudged liable in the circumstances described in (1) or (2) above shall be limited to reasonable expenses incurred by such Corporate Representative. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the Corporate Representative did not meet the standard of conduct described above.

- B. To the extent that a Corporate Representative has been successful on the merits in defense of any proceeding referred to in Section 19.1 A. or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him or her in connection therewith.
- C. Any indemnification under Section 19.1 A. (unless ordered by a court) and as distinguished from Section 19.1 B. shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Corporate Representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 19.1 A. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to such proceeding, or, if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested members so directs, by independent legal counsel selected by a vote of the Board.
- D. Expenses (including reasonable attorney fees) incurred in defending a proceeding may be paid by the Corporation in advance of the final disposition of such proceeding as authorized in Sections 19.1 B. or C. upon receipt by the Corporation of a written affirmation from such Corporate Representative of his or her good-faith belief that he or she has met the standard of conduct described in Section 19.1 A. and receipt from such Corporate Representative of a written undertaking, in a form satisfactory to the Corporation's attorneys, by or on behalf of such Corporate Representative to repay such amount if it is ultimately determined that he or she did not meet such standard of conduct.
- E. The Corporation may purchase and maintain insurance on behalf of any Corporate Representative against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such

liability under provisions of this Article XIX. The Corporation also may purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the Corporation against any liability, including without limitation any liability for the indemnifications provided in this Article. Any such insurance may be procured from any insurance company designated by the Board, including any insurance company in which the Corporation has equity or any other interest.

F. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article XIX, such reasonable requirements and conditions as the Board may deem appropriate in each specific case and circumstances, including but not limited to any one or more of the following:

(1) That any counsel representing the Corporate Representative to be indemnified in connection with the defense or settlement of any action shall be counsel mutually agreeable to the Corporate Representative to be indemnified and to the Corporation;

(2) That the Corporation shall have the right, but not the obligation, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated, or threatened against the Corporate Representative to be indemnified; and

(3) That the Corporation shall be subrogated, to the extent of any payments made by way of indemnification to all of the indemnified Corporate Representative's right of recovery, and that the Corporate Representative to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

G. Notwithstanding any other provisions of this Article, the Corporation shall neither indemnify any Corporate Representative nor purchase any insurance in any manner or to any extent which would jeopardize or be inconsistent with qualification or the Corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code or which would, in the event the Corporation becomes a private corporation for federal income tax purposes, result in tax liability as a foundation for federal income tax purposes, result in tax liability under Section 4941 of the Internal Revenue Code of 1986 or corresponding provision of future federal income tax law.

19.2 Interpretation. The foregoing Section 19.1 shall not, except as required by applicable federal or state law, be interpreted to deny indemnification to any Corporate Representative, his or her heirs, executors, administrators, or personal representatives, to which they would otherwise be entitled under these Bylaws by reason of the fact that

such Article was in effect at the time the action or failure to act, giving rights to the alleged or actual liability, occurred.

ARTICLE XX

AMENDMENT

- 20.1 Vote Required to Amend. Adoption, amendment, or repeal of the Corporation's Articles of Incorporation and Bylaws may be made only by the affirmative vote of at least two-thirds (2/3rds) of the total Directors.
- 20.2 Number of Amendments and Limitations. Any number of amendments may be submitted and voted upon at any one meeting. The Board shall not approve any amendments to the Corporation's Articles or Bylaws which will violate any contract between it and the LSU Health Sciences Center-Shreveport.

ARTICLE XXI

CONDUCT OF MEETINGS

The most recent edition of Roberts' Rules of Order shall govern the conduct of all meetings unless any such rule contained therein conflicts with any provision in these Bylaws, or the Corporation's Articles of Incorporation, in which case these Bylaws or the Corporation's Articles of Incorporation shall control.

ARTICLE XXII

ECONOMIC SUPPORT

An internal charitable corporate account shall be established by the Corporation which shall be used to support the School of Medicine and its Departments.

CERTIFICATE

I, _____, the Secretary-Treasurer of LSU Health Sciences Center Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation, do hereby certify that the foregoing is a true and correct copy of the Bylaws of LSU Health Sciences Center Shreveport

Faculty Group Practice, a Louisiana Nonprofit Corporation, as adopted by the Board on _____, 2013.

IN WITNESS WHEREOF, I have herewith set my hand on the ____ day of ____, 2013.

SECRETARY

**ARTICLES OF INCORPORATION
OF
LSU HEALTH SCIENCES CENTER-SHREVEPORT
FACULTY GROUP PRACTICE,
A Louisiana Nonprofit Corporation**

BE IT KNOWN, that on this ___ day of June, 2013, before me, the undersigned Notary Public, personally came and appeared the subscriber hereto, a person of the full age of majority who declared, in the presence of the undersigned competent witnesses that, availing himself of the provisions of the Louisiana Nonprofit Corporation Law, particularly Louisiana Revised Statutes 12:201, *et seq.*, he does hereby organize a nonprofit corporation under and in accordance with these articles of incorporation as follows:

ARTICLE I

NAME

The name of the Corporation is LSU Health Sciences Center-Shreveport Faculty Group Practice, A Louisiana Nonprofit Corporation (the “**Corporation**”).

ARTICLE II

PURPOSES AND POWERS

- 2.1. The Corporation is organized as a faculty group practice organization (“**FGP**”) exclusively for charitable, scientific, and educational purposes set forth in the Internal Revenue Code Section 501(c)(3), including aiding the charitable, scientific, and educational purposes of Louisiana State University Health Sciences Center-Shreveport which consists of the School of Medicine, School of Allied Health and School of Graduate Studies (“**LSU Health Sciences Center-Shreveport**”), an organization set forth in Section 501(c)(3) of the Internal Revenue Code as such may be amended from time to time. Such purposes are to include but not be limited to the following:
- A. Provide health care to the general public including, but not limited to, the delivery of physician medical services and other health care services to individuals in support of the LSU Health Sciences Center-Shreveport’s mission to the indigent population of the State of Louisiana.
 - B. Assist LSU Health Sciences Center-Shreveport in carrying on its medical, educational, and research functions;

- C. Assist LSU Health Sciences Center-Shreveport in its operation of the health care institutions owned by or affiliated with the LSU Health Sciences Center-Shreveport;
 - D. Assist LSU Health Sciences Center-Shreveport in making health care management and training functions more efficient;
 - E. Encourage consultations among the attending and community physicians for improving patient care, professional standards, and the climate for the carrying on of the teaching and research missions of LSU Health Sciences Center - Shreveport;
 - F. Strengthen and broaden the range of skills for carrying on teaching, research, and professional practice by the Clinical Faculty and the FGP Physicians as defined in the Bylaws;
 - G. Assist LSU Health Sciences Center-Shreveport in coordinating common policies; and
 - H. Aid LSU Health Sciences Center-Shreveport in its charitable, scientific, and educational purposes, and promoting leadership and deliver of medical services.
- 2.2. In furtherance of such purposes, the Corporation shall have all the powers granted to nonprofit corporations under the laws of the State of Louisiana. The generality of the foregoing is limited to the extent that the Corporation shall have only such purposes and shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Internal Revenue Code Section 501(c)(3), under which the Corporation chooses to qualify for exemption, as the same now exists, or as it may be amended from time to time.
- 2.3. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article II. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III

DURATION

The duration of the Corporation shall be perpetual.

ARTICLE IV
NONPROFIT STATUS

The Corporation is a nonprofit corporation.

ARTICLE V
REGISTERED OFFICE AND REGISTERED AGENT

- 5.1. The registered office of the Corporation is as follows: 1501 Kings Highway, Administration Building, Room 605, Shreveport, Louisiana 71103.
- 5.2. The registered agent of the Corporation and her address is as follows:

Susan Armstrong
LSU Health Sciences Center–Shreveport
Administration Building, Room 605
1501 Kings Highway
Shreveport, Louisiana 71103

ARTICLE VI
INCORPORATOR

The incorporator of the Corporation and his address is as follows:

Andrew L. Chesson, Jr. MD
Dean, LSU Health Sciences Center-Shreveport Medical School
1501 Kings Highway
Shreveport, Louisiana 71103

ARTICLE VII
NON-STOCK BASIS; MEMBERSHIP QUALIFICATIONS

- 7.1. The Corporation shall be organized on a non-stock basis with the Board of Directors as its sole members.
- 7.2. The Corporation is organized as a faculty group practice organization.
- 7.3. The Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Corporation and its purposes.

ARTICLE VIII

BOARD OF DIRECTORS

- 8.1. The corporate power of management of the Corporation and the control and disposition of its assets shall be vested in and exercised by a Board of Directors.
- 8.2. For the purpose of organizing the Corporation only, and as set forth in Section 8.3 below, there shall be an initial Board of Directors of three (3) persons (hereinafter “**Initial Board**”).
- 8.3. This Initial Board shall serve for no longer than sixty (60) days, after which this Initial Board shall be replaced by the Board of Directors described in the Bylaws. This Initial Board shall have no other function or power than to do all things necessary to form the Corporation, including, but not limited to, the power to approve and file these articles of incorporation, adopt Bylaws, file for a federal tax identification number and all billing provider numbers, and as the Corporation’s sole members, to elect the first full Board of Directors. Any other act of this Initial Board shall be considered to be an *ultra vires* act and shall not be recognized by the Corporation.
- 8.4. The names and addresses of the Initial Board are as follows:
- | NAMES: | ADDRESSES: |
|---|---|
| Andrew Chesson, Jr., M.D.
Dean, LSU Health Sciences Center-
Shreveport Medical School | 1501 Kings Highway
Shreveport, LA 71103 |
| John V. Marymont, M.D.
LSU Health Sciences Center-
Shreveport Medical School, Chairman
Clinical Affairs Advisory Committee | 1501 Kings Highway
Shreveport, LA 71103 |
| Don Horton | 415 Texas Street, Ste. 210
Shreveport, LA 711011 |
- 8.5. A majority of the Directors shall constitute a quorum, and a quorum shall be necessary to consider any question that may come before any meeting of the Directors, except as otherwise provided in the Articles or Bylaws. If a quorum is not present at a duly assembled meeting, a majority of those present may adjourn the meeting from time to time, but may not transact any other business until a quorum is secured. A quorum being present, the affirmative vote of the majority of the Directors present shall be necessary to decide any questions, except as otherwise provided in these Articles or Bylaws.
- 8.6. The Dean (of the School of Medicine of LSU Health Sciences Center-Shreveport (as defined in the Bylaws) may appoint a representative to attend any meeting of the Board

of Directors or any committee thereof in his or her place and who may cast the vote of the Dean with written instruction. No other proxies or representatives shall be allowed.

- 8.7 At all times, the Dean shall be a voting member of the Board of Directors, and all Standing Committees.
- 8.8 At all times the composition of the Board of Directors and the process for selecting members of the Board of Directors shall comply with the requirements of LSA-RS 17:3390.
- 8.9 Following the election of the Board of Directors by the Initial Board, the then-serving Board of Directors shall elect all Directors.

ARTICLE IX

OFFICERS

- 9.1. The officers of the Corporation shall consist of a President, Vice President, and a Secretary-Treasurer and shall be elected from and by the Board. Any member of the Board deemed qualified by the Board and duly elected may serve as an officer.
- 9.2. Officers shall serve until their respective successors are elected and shall qualify or are removed by the Board of Directors in accordance with the Bylaws. Nothing shall prohibit an officer from being elected for successive terms.
- 9.3 No Officer may hold more than one elected office during any one-year term.

ARTICLE X

AGREEMENTS

- 10.1. The Corporation shall be empowered, at a minimum, to enter into a cooperative endeavor agreement or uniform affiliation agreement and employee arrangements with the LSU System, as defined in the Bylaws, as well as other contractual relationships.
- 10.2. Clinical Faculty relating to the Corporation under these agreements shall be duly licensed in the State of Louisiana to practice medicine or their respective professions and shall hold faculty appointment with LSU Health Sciences Center-Shreveport, or at another medical school approved by the Board of Directors and the Chancellor.

ARTICLE XI

MEETINGS

- 11.1. There shall be an annual meeting of the Board of Directors/members during the month of October of each year unless otherwise directed by the Board of Directors. The purpose of this meeting shall be for the election of Directors and officers, the receiving of reports and the transaction of other business. Notice of such meetings shall be mailed to the last recorded address of each Director at least ten (10) days prior to the date of the annual meeting, except in the event of written and signed waiver of notice.
- 11.2. All other meetings, both regular and special, shall be conducted in accordance with and as described in the Bylaws.
- 11.3. Meetings, other than the annual meeting may be conducted or attended by telephonic or other devices that permit contemporaneous/simultaneous two-way audio communication.
- 11.4. The Board of Directors and members may act by written consent by a document signed by a sufficient number of Directors to take a particular action. If such consent is not unanimous, a copy of the written consent shall be provided within five (5) days after adoption to any Director not signing the consent. Notwithstanding anything in these Articles to the contrary, no action may be taken to amend the Articles or Bylaws except at a meeting properly called for such purpose.

ARTICLE XII

INDEMNIFICATION

The personal liability of the members, incorporators, officers, Directors, Executive Director, Medical Director, Assistant of Associate Executive Directors, Executive Committee Members, employees, other Committee members and agents for the Corporation (the “**Indemnitees**”) shall be limited as described by Louisiana Revised Statutes section 12:203(C) and 12:24(C)(4) to the fullest extent allowed by law as fully and as completely as though that provision was recited herein, and these Indemnitees shall be entitled to full indemnification as provided by Louisiana Revised Statute section 12:227 and as further provided in the Bylaws.

ARTICLE XIII

AMENDMENT

The Board of Directors shall have the power to adopt and amend and repeal these Articles of Incorporation to govern the Corporation. Such adoption, amendment or repeal must be approved by the affirmative vote of at least two-thirds (2/3) of the Directors.

ARTICLE XIV
DISSOLUTION

- 14.1. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation by distributing such assets to: The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or its successor, for distribution to the LSU Health Sciences Center–Shreveport School of Medicine, or to a foundation established for the benefit of the LSU Health Sciences Center-Shreveport School of Medicine.

- 14.2. In the event the assets of the Corporation cannot be distributed as indicated above, then such assets shall be distributed exclusively for the purpose of the Corporation in such a manner, or to such other organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall, at the time, qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue law), as the Board of Directors may determine. Any of such assets, not so disposed of, shall be disposed of by the district court of the parish in which the principal office of the Corporation is then located, exclusively for such purposes. or to such organizations, as said court shall determine.

ARTICLE XV
ECONOMIC SUPPORT

The Corporation shall periodically allocate funds to the LSU Health Sciences Center-Shreveport Medical School to support its educational, medical, and research objectives and goals in accordance and in the amount mutually agreed upon by the Corporation and the LSU Health Sciences Center- Shreveport Medical School.

THUS DONE AND PASSED before me, in Shreveport, Louisiana on the day, month, and year first above written, in the presence of the undersigned competent witnesses.

WITNESSES:

INCORPORATOR:

Print: _____

Andrew L. Chesson, Jr. MD,
Dean, LSU Health Sciences Center –
Shreveport Medical School

Print: _____

NOTARY PUBLIC

**AGENT'S AFFIDAVIT
AND
ACKNOWLEDGEMENT OF ACCEPTANCE**

I hereby acknowledge and accept the appointment of registered agent for and on behalf of the LSU Health Sciences Center Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation.

Susan Armstrong

SWORN TO AND SUBSCRIBED before me on this ____ day of June, 2013.

Notary Public

R:\MLC\Clients\LSU Health Sciences Center\Articles of Incorporation- Final 6 12 13wo 3d Initial Dir.docx

UNIFORM AFFILIATION AGREEMENT

THIS AGREEMENT (“Agreement”), effective as provided for below, is by and between:

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

(“University”), a constitutional body of the State of Louisiana, organized and existing under the constitution and laws of the State of Louisiana, herein appearing through its authorized representatives, F. King Alexander, President of the Louisiana State University System, and Robert A. Barish, M.D., MBA, Chancellor, Louisiana State University Health Sciences Center – Shreveport (“LSUHSC-S”), whose mailing address is declared to be

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803

and

**LSU HEALTH SCIENCES CENTER-SHREVEPORT FACULTY GROUP PRACTICE,
A LOUISIANA NONPROFIT CORPORATION (“FGP”)**

herein appearing through its duly authorized representative, Dean Andrew Chesson, Jr., M.D., Incorporator, whose mailing address is declared to be

LSUHSC-S FGP
1501 Kings Highway
Shreveport, Louisiana 71103

WHEREAS, FGP is a private, tax-exempt faculty group practice affiliated with the University pursuant to Louisiana Revised Statute 17:3390, and established to support the University and LSUHSC-S in the attainment of its mission and goals, particularly as they relate to the LSUHSC-S Schools of Medicine, Allied Health Professions, and Graduate Studies in their clinical practice functions; and

WHEREAS, the University and FGP hereby enter into this Uniform Affiliation Agreement and one purpose of this Agreement is for FGP to support and assist University in its mission to provide high quality academic programs to the State of Louisiana, including providing access to clinical care; and

WHEREAS, this Agreement establishes the principles which will define the relationship between the University and the FGP; and

WHEREAS, University and FGP will be separate autonomous organizations, with separate and autonomous but complementary missions, with University's missions including the provision of professional health services by making available the expertise of its faculty members who are physicians or other healthcare professionals to the public and to educate future health professionals for the State, and with the mission of FGP being to assist University and LSUHSC-S in fulfilling its health, educational, and research functions; and

WHEREAS, University faculty members are health care professionals who possess expertise in the delivery of health care services; and

WHEREAS, University desires to utilize the expertise and infrastructure of FGP in order to assist University in the provision of its academic mission by developing and managing a health care delivery system and assisting University in having its faculty members generate additional revenue to support its academic mission as well as providing a patient population to support the academic and research missions of the University; and

WHEREAS, FGP further desires to provide University's health care professionals of the various schools with appropriate clinical environments in which to provide health care services to the general population; and

WHEREAS, University and FGP each desire to provide high quality health care to their patient population and to use the FGP expertise and management to assure University faculty are focused on national quality standards and clinical outcome standards; and

WHEREAS, agreements between public entities and private associations, corporations or individuals for a public purpose, including those in support of the University, are authorized by law; and

WHEREAS, this Agreement furthers the public purpose of University of improving the level of health care provided to persons in Louisiana by delivering high quality health care consistent with national quality standards; and

WHEREAS, the missions of both University and FGP include the provision of quality health care to the indigent population of the State of Louisiana, and University and FGP now wish to enter into this Agreement to fulfill their complementary missions;

NOW, THEREFORE, in consideration of the mutual agreements, objectives and purposes of the Parties, the Parties have entered into the following Agreement:

I. PURPOSE AND GOVERNING PRINCIPLES

A. General

University and FGP enter into this Agreement for the purposes set forth above. This Agreement contemplates a relationship whereby University will provide the professional services of its Clinical Faculty, as defined more fully below, through clinics and other health care facilities operated by FGP or through contractual relationship with hospitals, clinics, or other health care facilities in return for FGP billing and collecting for these services and making certain payments to LSUHSC-S and, for providing other support for LSUHSC-S' academic programs, including providing access to a patient base which would not otherwise be available to University, and providing other support, all as set forth more fully elsewhere in this Agreement.

B. Quality of Care; Appointment to FGP Medical Staff

This Agreement establishes a mechanism by which University health care professionals, under the auspices of the LSUHSC-S, while remaining employees under the ultimate direction, control, and supervision of University, shall provide Clinical Faculty Services, as defined in Section II.A., below, on behalf of and under the management of FGP in order to fulfill each Party's mission and goals. The provision of those services shall be subject to the following:

1. The provision of the Clinical Faculty Services will be subject to regulations and guidelines established in writing by both the University and FGP, including, but not limited to, compliance with federal and State health care program requirements and national quality standards. Both the University and FGP agree to mutually cooperate in establishing regulations and guidelines that are mutually beneficial and not in conflict. University shall be ultimately responsible for the general overall supervision of any University faculty, fellow, or resident providing services as a part of University's training programs. Notwithstanding, FGP shall not remain obligated to use the services of any Clinical Faculty member not in compliance with the regulations and guidelines mutually

established, including compliance issues and/or failure to adopt or follow national quality standards.

2. Clinical faculty shall have a moral, ethical and legal responsibility to FGP and University for the responsible management of the care of patients. The power of appointment to FGP Medical Staff remains exclusively with FGP.
3. In all cases, medical staff appointment to FGP is conditioned on the Clinical Faculty member holding an academic appointment in at least one of LSUHSC-S's academic departments within one of LSUHSC-S's Schools. The power of appointment to the faculty remains exclusively with University.
4. All full-time Clinical Faculty of LSUHSC-S Health Professional Schools shall participate in the FGP and programs contemplated under this Agreement upon approval of the appropriate School Dean as provided for in section II.A. Upon the written request of a Department Head and with the consent of the Chancellor and appropriate School Dean, faculty devoting less than full-time effort to a School may be allowed to participate in FGP.
5. Faculty members at other institutions of the LSU System are eligible to participate in the programs contemplated under this Agreement upon approval of the faculty member's dean, chancellor or equivalent of the faculty member's institution, the Chancellor of LSUHSC-S, and the President of the LSU System.

II. RESPONSIBILITIES OF FGP

A. Governance

1. FGP shall be under the management and control of a board of directors (the "FGP Board") as further described in the FGP Articles of Incorporation and Bylaws as such may be amended from time to time, provided that at all times the composition of the FGP Board and the process for selecting members of such board shall comply with the requirements of LSA-RS 17:3390.

2. A majority of the voting members of the FGP Board shall consist of individuals who are not member or employees of the University or its Board of Supervisors.
3. The President of the University shall appoint a designee who shall be a voting member of the FGP Board and of the Executive Committee of such Board (or equivalent).
4. The Chancellor of LSUHSC-S shall be a non-voting *ex-officio* member of the FGP Board and Executive Committee. The Dean of the LSU School of Medicine in Shreveport shall be a voting member of the FGP Board and Executive Committee. The other deans of the Health Professional Schools will not be members of the FGP Board, but shall be given notice and the right to be present at all meetings of the FGP Board and to receive all materials transmitted to the FGP Board.
5. Members of the FGP Board and its Executive Committee (or equivalent) shall have reasonable access to all books and records of FGP in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are “public servants” as defined by La. R.S. 42:1102(19) shall not have legal custody of FGP’s books and records. Requests for access to books and records shall be made via written request directed to FGP’s Chief Executive Officer.
6. No FGP director, officer, or employee shall participate in any transaction involving FGP in which such director, officer, or employee, or any related party to such director, officer, or employee, has a substantial economic interest.
7. FGP shall adopt a conflicts of interest policy which is acceptable to University and which includes, without limitation, requirements and procedures with respect to: (1) regular annual statements and periodic supplements thereto by the FGP Board, members of all Subsidiary Boards, FGP officers, professional advisors, key employees, other officials of FGP, and other officials of external positions and interest, disclosing any existing and potential conflicts of interest; (2) limitations on permitted external positions; (3) limitations on the solicitation and acceptance of gifts from persons having or seeking to obtain contractual or other business or financial relationships with FGP; (4) corrective action with respect to transactions of such policies; and (5) any disclosures required

by law, regulation, or application auditing standards, including laws, regulations, or auditing standards regarding the maintenance of FGP's tax-exempt status.

B. General Responsibilities

All subject to the terms and conditions set forth in more detail elsewhere in this Agreement, FGP will generally be responsible for the following.

1. Developing, managing, and operating a health care delivery system to support the clinical functions of the University and the Clinical Faculty.
2. Supporting the basic research and teaching missions of the LSUHSC-S's Schools by providing University with patient populations to which University would not otherwise have access. University requires access to these patient populations to support its programs. This access to patients will be provided through FGP's development and participation in the various forms of managed care such as HMOs, IPAs and PPOs, as well as the traditional fee for service delivery of health care model.
3. Providing, facilitating, or contracting to provide clinical office space and support personnel, including, but not limited to, management services, nursing services, technical support services, clerical services, and other support personnel in support of the Clinical Faculty Services provided pursuant to this Agreement.
4. Providing, facilitating, or contracting to provide all necessary and reasonable equipment and supplies, and incurring operational expenses reasonable necessary to support the Clinical Faculty Services and the provision of health care services pursuant to this Agreement.
5. Preparing an annual budget, and any necessary amendments thereto, which shall, after review by the Deans of the Schools (as such budget pertains to the operations of their respective Clinical Faculty members), be submitted, through the Chancellor of LSUHSC-S for approval by the President of the University, unless the President has delegated final approval in writing to the Chancellor.
6. In accordance with the approved budget and any approved amendments to such budget, expending funds for the establishment and operation of FGP

for any reasonable expenses incidental to the conduct of its affairs and to creating reasonable cash reserves for contingent or other liabilities, all subject to the terms and conditions relating to expenditures of funds set forth elsewhere in this Agreement.

7. Providing professional health care billing and collection functions for all Clinical Faculty Services and other health services provided pursuant to this Agreement, maintaining custody of medical records as required by Louisiana or Federal law, and responding to appropriate inquiries and requests for reports and information.
8. Providing University with data relating to the services provided, such as clinical information and statistics. FGP shall develop and participate in national quality initiatives and work with the Clinical Faculty in the development of and compliance with clinical outcome standards.

III. RESPONSIBILITIES OF THE UNIVERSITY

A. Clinical Faculty Services

University may provide medical services to patients through any health care delivery system developed, maintained, and/or staffed by FGP. FGP shall maintain a comprehensive list of each Clinical Faculty member authorized by University and credentialed by FGP to perform Clinical Faculty Services pursuant to this Agreement and the provisions of Section I.B. above. University shall notify FGP within five (5) days of the termination of any Clinical Faculty member credentialed by FGP. As used in this Agreement, the term "Clinical Faculty" refers to the University faculty members whose services are provided to FGP patients pursuant to the terms of this Agreement, and the term "Clinical Faculty Services" refers to the collective services of the Clinical Faculty provided pursuant to this Agreement. The provision of the Clinical Faculty Services is subject to the following:

1. The Clinical Faculty shall continue to perform their education and research functions for the University.
2. University retains the right to utilize the Clinical Faculty in the fulfillment of its mission and goals. University is not limited in any manner as to its use of its faculty but such use shall, at all times, take into consideration the clinical needs of FGP.

3. Clinical Faculty shall retain all the rights and privileges that they currently enjoy as employees of University, including but not limited to, pension and benefits expressly granted to them pursuant to University policy and action. FGP shall not be liable, nor shall it pay, any compensation or benefits to such Clinical Faculty.

B. Use of Facilities and Equipment

University, in its sole discretion, may enter into separate written agreements with FGP to make available medical equipment or office space owned or leased by University for use by FGP in relation to the Clinical Faculty Services which is not needed by University for its own operations. All such equipment shall remain at all times the property of University. Both the Chancellor of LSUHSC-S and the CEO of FGP shall be responsible for maintaining a current inventory of all such medical equipment in a format consistent with state inventory control requirements. FGP shall maintain adequate insurance coverage for damage to or loss of all such equipment to the extent not covered by insurance required of the University in accordance with law.

IV. FGP REVENUES

A. FGP Net Revenues to be Paid to University

1. In return for the provision of the Clinical Faculty Services and the other obligations of University set forth in this Agreement, FGP will pay to University all of its Net Revenues.
2. In this Agreement, the following terms shall have the meaning shown:
 - a. "Net Revenues" shall mean Gross Revenues less Approved Expenses.
 - b. "Gross Revenues" shall mean all revenues from any source collected or received by FGP after allowances for (i) bad debt, (ii) insurance rebates, and (iii) charitable write-offs, plus any other revenues including, but not limited to, the receipt of investment dividends.
 - c. "Approved Expenses" shall mean all expenses which are incurred by FGP pursuant to the provisions of this Agreement, and which have

been mutually approved in writing by both FGP and University pursuant to Sections V and VI, below, and other provisions of this Agreement, including, but not limited to (i) all capital expenses, (ii) all operating expenses, and (iii) all amounts set aside as reserves by the FGP Board.

B. Payment Schedule and Data to be Provided

1. Payments of Net Revenues shall be made by FGP to University no less than monthly or as otherwise agreed to in writing by the Chancellor.
2. With each payment, FGP shall transmit to LSUHSC-S data necessary for University to determine what portion of the funds are attributable to each Health Professional School and each Clinical Faculty member, to assist University with determining how to allocate the funds received among its various institutions, schools, departments, and faculty. The data required and the appropriate format shall be mutually agreed upon by FGP and the Dean of LSUHSC-S. Distribution of funds within University is subject solely to the control of University in accordance with law and applicable University Bylaws, Regulations, policies, and procedures. In addition, for administrative convenience and by mutual consent the Dean may expressly direct payment from FGP to specified Health Professional Schools.
3. FGP shall prepare and provide, no less than monthly, financial reports to the Chancellor and the Dean of each appropriate Health Professional School, showing all billings, collections, and payments made, in a format mutually agreed by FGP and the Dean of LSUHSC-S.
4. On an annual basis not later than September 19th, FGP will provide University with an audited report of its financial activity during the immediately preceding fiscal year.

James E Marchand 7/15/13 10:41 AM
Deleted:

James E Marchand 7/16/13 1:41 PM
Formatted: Superscript

V. CLINIC FACILITIES AND STAFFING SCHEDULES

A. Planning and Accountability for Clinic Operational Needs and Expenses

To facilitate long-term planning and proper accountability for decision-making, and to ensure that both LSUHSC-S and FGP are aware of and agree to leases and other long-term financial or other commitments being made by FGP when opening a new clinic site or adding a substantial new medical service not previously offered by FGP, whether at an existing clinic location or new clinic location, for each new clinic or other health care facility operated or proposed to be operated by FGP, or if adding a substantial new medical service not previously offered by FGP, LSUHSC-S, and/or the applicable Health Professional School (or its Department), and FGP shall enter into a "Clinic Facilities and Staffing Schedule" which sets forth staffing, location, budget, and other information relating to the operation of such clinic or the provision of such substantial new medical service, as set forth in subsection C, below. FGP shall use the Clinic Facilities and Staffing Schedules in its budget planning and preparation process. FGP and University shall maintain a comprehensive file containing a written record of all current approved Clinic Facilities and Staffing Schedules. Within six (6) months of the execution of this Agreement, FGP shall create Clinic Facilities and Staffing Schedules for all existing FGP clinics, subject to approval pursuant to section V.B, below.

B. Approvals Required

Each Clinic Facilities and Staffing Schedule shall be approved in writing by the Department Chair for each department in each Health Professional School which is or will be providing Clinical Faculty for that clinic location and a representative of FGP. Each Clinic Facilities and Staffing Schedule must also be approved in writing by the dean of each applicable Health Professional School and by the Chancellor of LSUHSC-S. A Clinic Facilities and Staffing Schedule may be subdivided into multiple parts, with each part pertaining to a particular department or medical specialty. If that is done, each Department Head and Dean need only approve the part which involves his or her department or school, and the general part which applies to the entire location of the clinic or other health facility. Amendments to a Clinic Facilities and Staffing Schedule may be made at any time, subject to the same signature and approval requirements.

C. Contents of Schedules

Unless there is mutual written agreement determining that such is not required, each Clinic Facilities and Staffing Schedule shall contain, substantially the following information, in a format mutually agreed by LSUHSC-S and FGP.

1. The physical location where the clinic will be operated, and the length and cost of the lease (or, if purchased, the terms of any financing used to acquire the facility).
2. The medical services or specialties which will be offered at the clinic.
3. For each medical service or specialty offered, the number of Clinical Faculty members which LSUHSC-S will provide.
4. The scheduled hours for the clinic, including schedules for each medical service or specialty offered (for example, two pediatricians will be available on Monday, Wednesday, and Friday from 1 p.m. to 5 p.m., and two internal medicine specialists or general practitioners will be scheduled from 8 a.m. to 5 p.m. on Tuesday and Thursday).
5. The support staff which FGP will provide for the location and, if appropriate, for each medical service or specialty offered (for example, one receptionist from 8 a.m. to 5 p.m. daily, two screening nurses from 8 a.m. to 5 p.m. daily, one records clerk daily, one pediatric nurse scheduled for when pediatric series are offered).
6. The medical and other significant equipment needs for the clinic.
7. For Schedules relating to proposed new clinics, or for proposed amendments to existing Schedules which would add substantial new medical services, a financial plan and feasibility analysis showing the projected (i) start-up costs, (ii) patient population over the first five years of operation, (iii) health professional staffing needs, (iv) operating revenues and expenses over the first five years of operation, (v) all information described in Exhibit A to this Agreement, "Financial Analysis for New Services", and (vi) any other information necessary to evaluate the financial feasibility of the new clinic or new services and the financial

risks faced by LSUHSC-S and FGP in doing so. Any such proposed Schedules shall include a description of the data and other factors used to made the relevant estimates or projections, and an analysis of the consequences should the actual usage be substantially higher or lower than predicted or estimated.

8. Such other information relating to the operation of the clinic or other health care facility and the medical services provided as mutually agreed by FGP and the Chancellor of LSUHSC-S.

VI. DISBURSEMENTS AND EXPENDITURE OF FUNDS AND OTHER TRANSACTIONS

A. FGP Board Policies and Procedures

1. All disbursements and expenditures by FGP for administrative, operating, and capital expenses shall be in accordance with policies adopted by the FGP Board and in accordance with its annual budget, as may be modified by policies adopted by the FGP Board. Such policies shall provide for sound and prudent business practices, and the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement. The annual budget shall be prepared in consultation with the Chancellor of LSUHSC-S and the deans of the Schools, and may only be modified in accordance with written procedures established by the FGP Board and after timely written notice and opportunity for the President or his designee to provide written comment.
2. FGP shall adopt a competitive bidding process acceptable to the University for expenditures in excess of \$50,000 per transaction.

B. Review by University of Certain Transactions

In light of the purpose of FGP to be in support of the University and its health care missions, University's responsibility to determine if significant transactions of FGP affecting or potentially affecting it are in support of University and its missions, and the interrelated nature of the services provided by both FGP and University pursuant to this Agreement, the following disbursements, expenditures, and transactions require review and a finding of an acceptable University purpose by University, through the personnel specified.

1. Purchasing, leasing, or otherwise acquiring any rights in any immovable property for use as a clinic or other healthcare facility shall require a finding of an acceptable university purpose by the LSU Board of Supervisors, unless delegated by the Board in writing to the President; provided that a finding of an acceptable university purpose for a lease of 15,000 square feet or less of building space, and the lease of parking spaces, may be made by the Chancellor after giving timely prior notice to the LSU System President or his designee.
2. Entering into a legal partnership or joint venture with, or acquiring any ownership interest in, any for-profit corporation, limited liability company, or other business entity shall require a finding of an acceptable university purpose by the LSU Board of Supervisors, provided that this shall not be construed to apply to routine transactions between FGP and its vendors, and insurance companies, managed care plans, health maintenance organizations and/or preferred provider organizations to provide medical services to patients covered by such entities.
3. Any other transaction which requires a finding of an acceptable university purpose pursuant to Section 6.3 or any other provision of the Uniform Affiliation Agreement to which University and FGP are parties.

C. Submission of Proposed Transactions to University

Requests by FGP for a determination of acceptable University purpose shall be submitted in accordance with the requirements of Section 6.5 of the Uniform Affiliation Agreement. Where the request is related to the opening of or modification to a clinic or other healthcare facility, the proposed Clinic Facilities and Staffing Schedule shall be included with the submission.

VII. STATUS OF THE PARTIES AND THE PARTIES' EMPLOYEES

- A. At all times, Clinical Faculty provided by University to FGP pursuant to this Agreement shall remain employees of University, and shall not be entitled to employment benefits from FGP including, but not limited to, sick leave or the fringe benefits available to employees of FGP, and shall not be entitled to participate in any pension plan, life insurance, or any other compensation, welfare or benefit plan maintained by FGP. University understands and agrees that (1) University and University professionals will not be treated as

employees of FGP for federal tax purposes; (2) FGP will not withhold on behalf of University or University professionals or employees pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law, or make available to University or University professionals any of the benefits afforded to employees of FGP; and (3) all of such payments, withholdings, and benefits, if any are the sole responsibility of University.

- B. University's services pursuant to this Agreement shall be as an independent contractor. Clinical Faculty will be acting in the course and scope of their employment, appointment of assignment for or on behalf of University, and shall not be entitled to receive or accept from FGP any remuneration or other compensation whatsoever. It is expressly acknowledged and stipulated by University and FGP that each Clinical Faculty assigned in any capacity to FGP pursuant to this Agreement is and shall be an employee solely of University and shall not for any purpose whatsoever, be or be considered an employee, representative, or agent of FGP.
- C. Likewise, FGP employees shall not be entitled to any employment benefits whatsoever from University including, but not limited to, sick leave or fringe benefits available to employees of University, and shall not be entitled to participate in any pension plan, life insurance, or any other compensation, welfare, or benefit plan maintained by University. FGP understands and agrees that: (1) FGP and FGP employees will not be treated as University employees for federal tax purposes; (2) University will not withhold on behalf of FGP and FGP employees pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law, or make available to FGP and FGP employees any of the benefits afforded to employees of University; and (3) all of such payments, withholdings, and benefits, if any are the sole responsibility of FGP.
- D. FGP's services pursuant to this Agreement shall be as an independent contractor. FGP employees will be acting in the course and scope of their employment, or appointment for on behalf of FGP, and shall not be entitled to receive or accept from University remuneration or other compensations whatsoever for services provided to University by FGP. It is expressly acknowledged and stipulated by FGP and University that each FGP employee utilized in any capacity by University pursuant to this Agreement is and shall be an employee solely of FGP and shall not for any purpose whatsoever, be or be considered an employee, representative, or agent of University.

- E. Nothing in this Agreement is intended nor shall be construed to allow FGP to exercise control or direction over the medical decisions of University Clinical Faculty performing professional services pursuant to this Agreement; provided that any university Clinical Faculty who fail to comply with FGP compliance and quality standards shall be subject to removal pursuant to the terms of section I.B of this Agreement.
- F. Nothing in this Agreement is intended nor shall be construed to allow University to exercise control or direction over the manner or method in which FGP or FGP employees perform the services which are the subject matter of this Agreement, except as set forth herein.
- G. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship. In the event the Internal Revenue Service or any other governmental agency should question or challenge the status of University, FGP, or University or FGP professionals, the Parties mutually agree that both University and FGP shall have the right to timely notice from the other and to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated.

VIII. ASSIGNMENT; BILLING AND COLLECTIONS

- A. University shall require that Clinical Faculty provide accurate, complete, proper and timely documentation of all medical services rendered. This documentation shall be in conformity with applicable professional standards, third-party payor requirements, if any, all governmental record-keeping and reporting requirements, and FGP policies and procedures. Such documentation shall be appropriately organized, legible, and available for audit and review. All billing codes utilized shall accurately describe the items and/or services provided or performed and shall conform to any applicable payor requirements, including, without limitation, the Medicare and Medicaid programs. All services shall be billed under the FGP's group number and shall identify the Clinical Faculty member providing the services.
- B. FGP shall bill and collect, or subcontract to bill and collect, all fees for the services that are provided for patients of FGP at its practice sites. The fees for services rendered by the Clinical Faculty shall be established by FGP. The fee

rates for services may be changed from time to time by FGP to reflect charges that may have been agreed upon between FGP, or third-party payors, including insurance companies, managed care plans, health maintenance organizations, and/or preferred provider organizations. FGP shall bill Clinical Faculty's charges and collect payments for all of Clinical Faculty's services utilizing the FGP billing number assigned, and University shall require Clinical Faculty to cooperate with the FGP staff or their designees to bill all patients promptly for all services rendered and to use the Clinical Faculty's best efforts to help office staff collect all patient accounts. Clinical Faculty charges shall mean all billings for physician or other billable health professional services from all phases, including, but not limited to, office calls, surgical hospital practice, consultations, and emergency room treatments. Such fees shall not include fees for medical review panel services or payments from medical school teaching.

- C. University assigns all accounts receivable, fees, money, income, payments earned or accrued by FGP's use of the Clinical Faculty Services pursuant to this Agreement to FGP. If necessary, University shall require Clinical Faculty to expressly authorize FGP or any of its duly authorized administrators, to accept on Clinical Faculty's behalf, any assignment made by any individual who receives medical treatment from Clinical Faculty, of the amount payable to such individual under Part B of Title XVIII and Title XIX of the Social Security Act and to receive on Clinical Faculty's behalf, any payments which may be made pursuant to such assignment.

- D. University shall require Clinical Faculty to be responsible for the proper CPT/ICD-9/10 coding for patients under their care. In the event any third-party payor reduces or refuses to pay fees based on improper or unlawful CPT/ICD-9/10 coding, such information shall be included in the data provided pursuant to Section IV.B.2, above, to allow for adjustment of distribution of Net Revenues among the various Health Professional Schools and their departments. With the assistance of FGP's Billing Department, all reasonable efforts will be made to avoid coding problems and to solve any identified coding issues.

IX. PRIVACY; HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. Confidentiality in General

Both University and FGP shall comply with all applicable federal and State laws, rules, and regulations which pertain to patient/client confidentiality.

B. Health Insurance Portability and Accountability Act

Both University and FGP, and their agents and employees, shall comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (“Federal Privacy Regulations”) and the federal security standards as contained in 45 CFR Part 164 (“Federal Security Regulations”). The Parties shall not use or further disclose any protected health information, as defined in 42 U.S.C. § 1320d (collectively “Protected Health Information”), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA, including, without limitation, the Federal Privacy Regulations and the Federal Security Regulations. The Parties will implement appropriate safeguards to prevent the use or disclosure of a patient’s Protected Health Information other than as provided or by this Agreement. The Parties will make their internal practices, books, and records relating to the use and disclosure of a patient’s Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations.

X. INSURANCE AND INDEMNIFICATION

A. Professional Liability Coverage

University employees performing professional services pursuant to this Agreement are acting within the course and scope of their employment, and shall be provided professional liability coverage through the Office of Risk

Management in accordance with the provisions of Louisiana Revised Statutes 40:1299.39, et. seq. With respect to liability arising out of medical malpractice, the obligations on behalf of any individual shall not exceed the amount payable by the State Health Care Provider Fund pursuant to the provisions of Louisiana Revised Statutes 40:1299.39, et. seq.

B. Insurance

University shall continue to name, as an additional insured, FGP as an Affiliate of the University on insurance policies issued by the State Office of Risk Management, including, but not limited to, Public Officials & Employees Liability Insurance; General Liability (occurrence); and Workers Compensation. Notwithstanding, FGP shall have the ability to procure insurances, including General Liability, Directors & Officers, and Workers Compensation.

C. Indemnification

1. To the extent permitted by law, University shall hold harmless and indemnify FGP from any claim, suit, or loss, including expenses of litigation and attorney fees, sustained by FGP or any of its officers, directors, or employees for any injury to or death of any person to the extent that it results from, or is caused by, the negligence, error, or omission of University or any of its officers, directors, employees or agents, including but not limited to any member of the Clinical Faculty; provided, however, that University shall not hold harmless and indemnify FGP to the extent that the claim, suit or loss results from, or is caused by, the willful misconduct, negligence, error, or omission of FGP or its officers, directors, employees or agents.
2. To the extent permitted by law, University shall hold harmless and indemnify FGP from any claim, suit, or loss, including expenses of litigation and attorney's fees paid to or for an attorney of University's choice, sustained by FGP or any of its officers, directors, employees, or agents for any claim under either Title XVIII or Title XIX of the Social Security Act, to the extent that it results from or is caused by the negligence, error, or omission of University or any of its officers, directors, employees, or agents, including but not limited to any member of the Clinical Faculty; provided, however, that University shall not hold harmless and indemnify FGP to the extent that the claim, suit, or loss

results from, or is caused by, the willful misconduct, negligence, error, or omission of FGP or its officers, directors, employees or agents.

3. To the extent permitted by law, FGP shall hold harmless and indemnify University from any claim, suit, or loss, including expenses of litigation and attorney's fees, sustained by University or any of its officers, directors, employees, or agents, including but not limited to any member of the Clinical Faculty, for any injury to or death of any person to the extent that it results from, or is caused by, the willful misconduct, negligence, error, or omission of FGP or any of its officers, directors, employees, or agents; provided, however, that FGP shall not hold harmless and indemnify University to the extent that the claim, suit, or loss results from, or is caused by, the negligence, error, or omission of University or its officers, directors, employees, or agents, including but not limited to any member of the Clinical Faculty.
4. To the extent permitted by law, FGP shall hold harmless and indemnify University from any claim, suit, or loss, including expenses of litigation and attorney's fees, sustained by University, its officers, directors, or employees, for any claim under either Title XVIII or Title XIX of the Social Security Act, to the extent that it results from or is caused by the willful misconduct, negligence, error, or omission of FGP or any of its officers, directors, employees, or agents; provided, however, that FGP shall not hold harmless and indemnify University to the extent that the claim, suit or loss results from, or is caused by, the negligence, error, or omission of University or its officers, directors, employees, or agents, including, but not limited to, any member of the Clinical Faculty.

XI. ACCESS TO RECORDS; RECORD RETENTION; PUBLIC ACCOUNTABILITY; COMPLIANCE WITH LAW

A. Access to Records and Record Retention

1. University and FGP shall retain this Agreement (including all amendments and agreements hereto) and any of their books, documents, and records which may serve to verify the costs of this Agreement for a period of four (4) years after the services contemplated herein have been performed. All Parties agree to allow the Secretary of the Department of Health and Human Services and the Comptroller General access to the Agreement, books, documents, and records in the event that such access is requested,

in writing, and is made in accordance with applicable federal regulations and P.L. 96-499. Furthermore, University's auditors, including the LSU System Office of Internal Audit, the Louisiana Legislative Auditor's Office and the Office of the Governor, Division or Administration Auditors shall have the right upon reasonable written notice to inspect and audit, during FGP's regular business hours and at no expense to FGP, the books and records of FGP, in order to verify compliance with this Agreement.

2. University shall require each member of the Clinical Faculty, as a condition of the faculty member's participation pursuant to this Agreement, to agree in writing that they will allow access to all records relating to them and will waive any rights to privacy or otherwise with respect thereto as to University and FGP. As a consequence thereof, FGP agrees to share all such records with University and to allow access thereto. This provision, however, specifically shall not constitute the waiver of any applicable attorney/client privilege and any rights to withhold based on that privilege.
3. The medical records (including billing records) maintained by FGP relating to patients seen by Clinical Faculty under this Agreement or any other Amendment hereto, are the property of FGP, and Clinical Faculty will comply with all applicable State and federal governmental rules and regulations, and the policies, rules and procedures of FGP with regard to maintaining such records. It is the further policy of the FGP that the patient retains the choice to have copies of a file forwarded to a physician of a patient's choosing. Said copies will only be released by FGP upon patient's written request. FGP will furnish the patient a copy of the patient's medical record upon request and upon payment of the cost of reproduction of the record in accordance with the applicable State and federal law.

B. Code of Governmental Ethics

Both parties, and their respective Boards of Directors, Officers, employees or agents will comply with the Louisiana Code of Ethics (LSA-R.S. 42:1101, *et seq.*) as it applies to public employees and shall not engage in, nor cause the other Party to engage in, any activity in violation of such law.

C. Private Entity

Notwithstanding the above, University acknowledges and agrees that the FGP will be established as a private entity for the primary purpose of supporting the LSUHSC-S Medical School programs, facilities, research and educational opportunities offered by it and, as such, it is the intent that the FGP not be deemed to be a public or quasi-public corporation or administrative unit, public servant, employee or agent of LSUHSC-S or any other institution of higher learning, as set forth in LSA-R.S. 17:3390.

D. Compliance with Federal Law

Neither Party, nor either of their Boards of Directors, Officers, employees, or agents shall undertake any activities prohibited by applicable federal and State law, regulation, or practice, in particular, 42 U.S.C. 1320a-7b(b) (“Federal Anti-kickback Statute”), by knowingly and willfully soliciting, receiving or paying remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual to a person or for the furnishing or arranging for the furnishing of any item or service for which payment is made under Title XVIII (Medicare) or Title XIX (Medicaid) of the Social Security Act, or, in return for the purchasing, leasing, ordering or arranging for or recommendation for purchasing, leasing or ordering any good, facility or service or item which is made in whole or in part by Medicare or Medicaid.

E. Certain Lobbying and Political Activities Prohibited

FGP shall not use any funds paid to or received by FGP pursuant to this Agreement for services rendered, to urge any elector to vote for or against any candidate or proposition on an election ballot, or to use such funds to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on an election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

XII. MISCELLANEOUS

A. Authorized Representative

Except as may be herein more specifically provided, if approvals, authorizations, or notices are required hereunder, they shall be given on behalf of the FGP by its Chief Executive Officer and on behalf of University by the Chancellor of LSU HSC-S.

B. Civil Rights and Non-Discrimination

University and FGP shall 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, and University and FGP agree to abide by the requirements of the Americans with Disabilities Act of 1990.

University and FGP shall not discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or in accordance with EWE 92-7, because of an individual's sexual orientation. Any act of discrimination committed by University or FGP, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

C. Use of Premises

1. University shall not use, or permit any University professional or other personnel of University acting within FGP, to use any part of the premises of FGP for any purpose other than those related to the performance of professional services hereunder, unless otherwise mutually agreed to by the Parties in writing.
2. FGP shall not use, or permit any FGP professional or other personnel of FGP acting within the University, to use any part of the premises of University for any purpose other than those purposes related to the

performance of professional services hereunder, unless otherwise mutually agreed to by the Parties, in writing.

D. Payment of Taxes

1. FGP accepts the responsibility for payment of all state, federal or local taxes due from the funds received by it under this Agreement under Tax ID Number 72-_____.
2. University accepts the responsibility for payment of all state, federal or local taxes due from the funds received by it under this Agreement under Tax ID Number 72-_____.

E. Use of Names

FGP shall be permitted the use of University's name(s) or logo(s) in print only with prior written approval of the Chancellor of LSUHSC-S, with prior written notice to the LSU System Vice President for Health Affairs and Medical Education. Similarly, University shall be permitted to make use of FGP's name(s) or logo(s) in print only with prior written approval and knowledge of the FGP Board of Directors.

F. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military acts of public enemy; war; accidents, fires, explosions, earthquakes, floods, failure of transportation, non-appropriation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party.

G. Waiver of Breach

Neither acceptance of payment nor lapse of time, nor any other act on the part of either Party or its agents shall constitute a waiver of any breach by said Party of the conditions and covenants of this Agreement unless expressed in writing and signed by the Party alleged to have waived the breach.

H. Notices

Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

To University: President
LSU System Office, 107 System Building
3810 W. Lakeshore Drive
Baton Rouge, Louisiana 70808

Chancellor
Louisiana State University
Health Sciences Center–Shreveport
1501 Kings Highway
Shreveport, Louisiana 71103

To LSUHSC-SFGP: Chief Executive Officer
LSUHSC-Shreveport
Faculty Group Practice,
A Louisiana Nonprofit Corporation
Administration Building
1501 Kings Highway
Shreveport, Louisiana 71103

XIII. CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF AGREEMENT

A. Applicable Law and Venue

This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Louisiana. East Baton Rouge Parish, Louisiana, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, or in connection with, by reason of this Agreement.

B. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties relative to the provision of services as described herein by FGP and University and its terms and conditions control any other provisions or agreements, even if in conflict with such. Neither Party shall be entitled to any benefits other than those specified herein. No oral statements or written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendments. University and FGP are also parties to a Uniform Affiliation Agreement; if any provision of this Agreement, including any amendment to this Agreement, conflicts with any provision of the Uniform Affiliation Agreement, including any amendment to it, the provisions of this Agreement, and any amendments to this Agreement, shall control, regardless of the dates any of the agreements or amendments are entered into or became effective.

C. Execution and Amendment of This Agreement

This Agreement and any amendment hereto shall be in writing and may be executed in multiple copies on behalf of FGP by its authorized representative and on behalf of University by the President or his designee and approved by the Commissioner of Administration. Each multiple executed copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. Any understanding between the Parties, whether oral or written, not formally denominated and executed as an amendment to this Agreement, which authorizes or approves any course of performance deviating from the terms hereof, shall be presumed to be a temporary waiver revocable at the will of any Party and not an amendment of the provisions of this Agreement.

D. Severability

The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term or provision.

E. Articles and Other Headings

The paragraphs and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. Gender and Number

Whenever the context here requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words the singular and plural.

G. No Third-Party Benefits

This Agreement is not intended to and does not create any benefits or rights in any third party.

H. Assignment

1. University shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of FGP.
2. FGP shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of University. FGP shall retain the right to subcontract with external entities for the provision of services provided under this Agreement by FGP.

I. Enforcement

To the extent allowed by law, in the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, the Party prevailing in such action shall be entitled to recover the cost of such action so incurred, including, without limitation, reasonable attorney's fees.

J. Approval

No liability or obligations will develop between the Parties until this Agreement has been approved by the required authorities of University and

until approved by the Office of Contractual Review, Division of Administration and the Commissioner of Administration.

XIV. TERM

Notwithstanding anything contained herein, this Agreement shall be effective as of the _____ day of _____, 2013, for a ten (10) year term to expire on _____, 20____, and will be automatically renewed under like terms for additional one (1) year periods. Notwithstanding, FGP or University shall, with or without cause, at any time give to the other Party at least ninety (90) days written notice of termination, this Agreement shall terminate on the future date specified within such notice. In addition, the Agreement may be terminated by the mutual agreement of the Parties, or unilaterally in a manner specifically provided in the Agreement. Upon termination of this Agreement as is hereinabove provided, neither Party shall have any further obligation hereunder except for (1) obligations accruing prior to the date of termination; and (2) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, any leases for space entered into between the Parties pursuant to this Agreement may not be terminated without cause except upon one year's notice or otherwise upon expiration of their stated term. Except as otherwise specifically provided herein, all agreements entered into to effectuate this Agreement or pursuant to this provision hereof, shall terminate upon termination of this Agreement.

[Signatures commence on next page.]

The Parties hereby execute this Agreement effective as provided for herein.

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

By: _____ Date: _____
F. King Alexander, President, LSU System

James E Marchand 7/10/13 2:44 PM
Deleted: .

LSU HEALTH SCIENCES CENTER-SHREVEPORT FACULTY GROUP PRACTICE, a
Louisiana Nonprofit Corporation

By: _____ Date: _____
Dean L. Andrew Chesson, Jr., M.D., Incorporator

Recommended:

By: _____ Date: _____
Robert A. Barish, M.D., MBA, Chancellor
LSU Health Sciences Center – Shreveport

EXHIBIT A to Agreement between LSUHSC-S and FGP
Financial Analysis for New Services

Description of proposal:

Assumptions

- Equipment and furnishings needed
- Facility requirements
- Start date, duration
- Physician staffing
- Support staffing
- Marketing
- Start-up expenses
- Other expenses
 - Maintenance
 - Legal
 - Support
 - General Administrative
- Revenue projections
 - CPT codes
 - Number of patients
 - Payer mix
 - Managed care contracting needs
 - Preauthorization requirements
 - Medicare, Medicaid coverage
 - Other revenue considerations
- Cash flow
 - Start up
 - Furniture, fixtures, equipment, leasehold improvements
 - Working capital
 - Reserves
 - Funding sources
 - Cash reserves
 - Leasing
 - Short term borrowing
 - Long term borrowing
 - Return on investment
- Financial projections
 - Monthly cash based projections for first 24 months
 - Annual projections for 3-5 years depending on repayment period

CONSENT AGENDA

1. Recommendation to name the Conference Room in the Chemistry and Material Science Building the “Dr. Benjamin Pierre Bousset Conference Room”
2. Recommendation to approve branding name of Burden Property on Essen Lane
3. Request approval for the reauthorization of the Early Intervention Institute at the LSU Health Sciences Center – New Orleans
4. Request approval of an exclusive patent and know-how license with PamLab / Nestle at the LSU Agricultural Center
5. Request approval of a Post-Baccalaureate Certificate in Construction Management at LSU A&M
6. Request approval of an exclusive patent license to Colby Pharmaceutical Company at LSU Health Sciences Center - New Orleans
7. Request approval of an exclusive license to Helping Hands Technology, LLC at Pennington Biomedical Research Center
8. Request approval of an exclusive patent license between Viridia, Inc./ Viridia, Ltd. at the LSU Agricultural Center
9. Request to establish a restricted account at LSU System institutions for the Building Use Fee Authorized by Act 426 of the 2013 Legislative Session
10. Resolution to authorize the movement of the prepayment of rent that was to have been made under the BMC lease to the lease to OLOL for the LSU Health Outpatient Surgery Center on Perkins Road
11. Approval of a proposal to sell LSU's interest in its Joint Patents and License Agreement with Transgenrx, Inc. to Newco (a company to be formed by W. Martin Svendsen et al)



**RECOMMENDATION TO NAME THE CONFERENCE ROOM IN
THE LSU A&M CHEMISTRY AND MATERIAL SCIENCE BUILDING
THE "DR. BENJAMIN PIERRE BOUSSERT CONFERENCE ROOM"**

To: Members of the Board of Supervisors

Date: July 26, 2013

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

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

1. Summary of Matter

The LSU A&M College of Science is recommending to name the conference room in the Chemistry and Material Science Building the "Dr. Benjamin Pierre Boussert Conference Room" in honor of Dr. Benjamin Pierre Boussert.

Benjamin Boussert was destined to have close ties to LSU. His father, Christian Boussert was the master glass blower for the College of Basic Sciences from 1975 - 2007. His mother, Anne Boussert, is a 1970 Chemistry graduate of LSU. She had a successful career at Dow Chemical and retired in 2008 as the senior improvement specialist. Anne's father, Robert S. Smitherman was a 1946 LSU engineering graduate, and her mother pursued an elementary education degree from LSU prior to her marriage.

Ben grew up in Baton Rouge. He graduated from Baton Rouge High School in 1995 in the top 5% of his class, possessing a passion for science and engineering. His performance at LSU was outstanding, majoring and excelling in both chemical engineering and chemistry. Ben was a University Medalist in the LSU Class of 1999, graduating with a 4.00 GPA. He received the American Chemical Society's Undergraduate Award in Analytical Chemistry in 1999 and the Department of Chemistry's Undergraduate Research Award in 1999. He conducted research for four years at LSU under the tutelage of Professor Robin McCarley, in the area of chemical sensors. His interest in nanoscience and sensing technologies grew during his tenure at LSU, and as a result, he chose to further his training in this area by attending graduate school.

Ben applied for and received two national fellowships, the NSF Graduate Fellowship in Chemistry and DOE Graduate Fellowship. He was also a Hertz Fellow Semifinalist. Ben was accepted at MIT, Harvard, University of Chicago, Stanford and Cal Tech, but he chose University of California at Berkeley because of its national reputation as the top university in physical chemistry. His PhD research group was lead by Professor Paul Alivisatos. Ben had done well at Berkeley, and was set to defend his dissertation in the months prior to his untimely death. His family had the opportunity of seeing Ben participate in the annual Berkeley commencement exercises in May of 2005. He was considering a career with a governmental regulatory agency focusing on chemistry issues after graduation. Ben was tragically removed from the lives of all he touched on July 16, 2005 in an automobile accident near Berkeley. Family, friends and colleagues of Ben later established a scholarship to honor his memory and his legacy at LSU. Anne and Christian have also created a substantial endowment at LSU and in Ben's memory for a lecture series in chemistry.

When remembering him, Dr. McCarley stated "Ben was a gentle, kind, thoughtful, very intelligent young man who always had a smile in his pocket. His intellectual brilliance is amongst the best we have seen at LSU. We would all feel fortunate to have a son and brother such as Benjamin Boussert."

His potential to be a great scientist and great person are gone now, but our thoughts of him and what we imagine he could have been will fuel us all on our journey to being the best that we can be.

ATTACHMENTS:

- Memorandum from Interim Chancellor William L. Jenkins
- Memorandum from Interim Dean, Guillermo Ferreyra
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

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 naming of the conference room in the LSU A&M Chemistry and Material Science Building the "Dr. Benjamin Pierre Bousset Conference Room".

RECEIVED

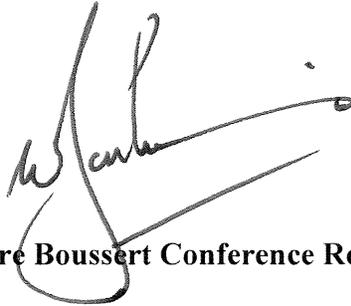
JUN 25 2013

PROPERTY & FACILITIES

To: LSU System Staff

Date: June 7, 2013

From: William Jenkins
Interim Chancellor



Re: Dr. Benjamin Pierre Boussett Conference Room

The Committee on Naming University Facilities has recommended that the conference room in the Chemistry and Material Science Building be named the “**Dr. Benjamin Pierre Boussett Conference Room**”.

Dr. Boussett was a notable graduate of LSU in 1999, who died in an automobile accident on the eve of receiving his PhD. diploma from the University of California, Berkley.

I concur in this recommendation and request that you review on behalf of the LSU System. If you are in agreement, please forward this proposal, in accordance with PS-70, to the Board of Supervisors for inclusion on the July 2013 meeting agenda.

Attachments

cc: Guillermo Ferreyra, Interim Dean, College of Science
Jane Cassidy, Vice Provost

May 7, 2013

TO: Interim Chancellor and System President William Jenkins

FROM: Naming University Facilities Committee

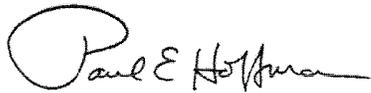
RE: Naming Proposal 2013-07, Bousset Conference Room (Chemistry & Materials)

Dear Interim Chancellor and President Jenkins,

Attached please find a memo from Interim Dean of Sciences Guillermo Ferreyra proposing that the first floor conference room of the Chemistry & Materials building be named for Dr. Benjamin Pierre Bousset, a notable graduate of LSU (1999) who died in an automobile accident on the eve of receiving his PhD diploma from the University of California, Berkeley. His parents and friends have made generous contributions to LSU in his memory, including endowment of a lecture series in Chemistry.

Your Naming University Facilities and Academic Units 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 and Academic Units Committee

Paul W. and Nancy W. Murrill Distinguished Professor
And Professor of History

Attached: Memo of Interim Dean Guillermo Ferreyra
CC: Bunnie R. Cannon
Jane W. Cassidy



College of Science
Office of the Dean
#

To: Chancellor Jenkins

From: Guillermo Ferreyra, Interim Dean, LSU College of Science

Date: April 19, 2013

It is with great pleasure that I submit this request to you to name the first floor conference room within the Chemistry & Materials building the "Dr. Benjamin Pierre Boussert Conference Room".

Benjamin Boussert was destined to have close ties to LSU. His father, Christian Boussert was the master glass blower for the College of Basic Sciences from 1975 - 2007. His mother, Anne Boussert, is a 1970 Chemistry graduate of LSU. She had a successful career at Dow Chemical and retired in 2008 as the senior improvement specialist. Anne's father, Robert S. Smitherman was a 1946 LSU engineering graduate, and her mother pursued an elementary education degree from LSU prior to her marriage.

Ben grew up in Baton Rouge. He graduated from Baton Rouge High School in 1995 in the top 5% of his class, possessing a passion for science and engineering. His performance at LSU was outstanding, majoring and excelling in both chemical engineering and chemistry. Ben was a University Medalist in the LSU Class of 1999, graduating with a 4.00 GPA. He received the American Chemical Society's Undergraduate Award in Analytical Chemistry in 1999 and the Department of Chemistry's Undergraduate Research Award in 1999. He conducted research for four years at LSU under the tutelage of Professor Robin McCarley, in the area of chemical sensors. His interest in nanoscience and sensing technologies grew during his tenure at LSU, and as a result, he chose to further his training in this area by attending graduate school.

Ben applied for and received two national fellowships, the NSF Graduate Fellowship in Chemistry and DOE Graduate Fellowship. He was also a Hertz Fellow Semifinalist. Ben was accepted at MIT, Harvard, University of Chicago, Stanford and Cal Tech, but he chose University of California at Berkeley because of its national reputation as the top university in physical chemistry. His PhD research group was lead by Professor Paul Alivisatos. Ben had done well at Berkeley, and was set to defend his dissertation in the months prior to his untimely death. His family had the opportunity of seeing Ben participate in the annual



College of Science
Office of the Dean

Berkeley commencement exercises in May of 2005. He was considering a career with a governmental regulatory agency focusing on chemistry issues after graduation.

Ben was tragically removed from the lives of all he touched on July 16, 2005 in an automobile accident near Berkeley. Family, friends and colleagues of Ben later established a scholarship to honor his memory and his legacy at LSU. Anne and Christian have also created a substantial endowment at LSU and in Ben's memory for a lecture series in chemistry.

When remembering him, Dr. McCarley stated "Ben was a gentle, kind, thoughtful, very intelligent young man who always had a smile in his pocket. His intellectual brilliance is amongst the best we have seen at LSU. We would all feel fortunate to have a son and brother such as Benjamin Boussert."

I can think of no one more deserving to have their name placed upon the walls of the Chemistry building than Benjamin. His potential to be a great scientist and great person are gone now, but our thoughts of him and what we imagine he could have been will fuel us all on our journey to being the best that we can be. Please let me know if you require any additional information.

#



**RECOMMENDATION TO APPROVE
BRANDING NAME OF
BURDEN PROPERTY ON ESSEN LANE.**

To: Members of the Board of Supervisors

Date: July 26, 2013

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

In 1994 the Burden Foundation completed the transfer of 440 acres of land on Essen Lane, formerly part of Windrush Plantation owned by the Burden Family, to LSU. The majority of the land is used for agricultural, horticultural, and floricultural research and display and is operated by the LSU AgCenter. A portion of the property is the home of the Rural Life Museum and is operated by LSU A&M. The remaining parcel of land, Windrush Gardens, is jointly managed by the LSU AgCenter and LSU A&M.

In an effort to provide a unified branding of the property for advertising and fundraising purposes, it was decided that there should be a name for the entire property with subsidiary names for the different units. After a year of discussions among the Vice Chancellor for Research of the AgCenter, a Vice Provost from LSU A&M, marketing departments from both campuses, leadership and advisory board members from the Burden Horticultural Society and Rural Life Museum, and members of the Burden Foundation a branding logo has been developed and agreed upon by all parties. The logo will include the word BURDEN in all capital block letters with the words MUSEUM&GARDENS in smaller font underneath. The individual units will retain their historical name with reference to this new umbrella title - for example, LSU Rural Life Museum *at Burden* Museum & Gardens. The LSU AgCenter portion of the property will have the subsidiary name LSU AgCenter Botanic Gardens *at Burden* Museum & Gardens.

ATTACHMENTS:

- Memorandum from Interim Chancellor Jenkins and Chancellor Richardson

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 branding name of Burden Property on Essen Lane "Burden Museum & Gardens", "LSU Rural Life Museum at Burden Museum & Gardens" and "LSU AgCenter Botanic Gardens at Burden Museum & Gardens".



Office of Academic Affairs

Louisiana State University
146 Thomas Boyd Hall
Baton Rouge, LA 70803

O 225-578-8863
F 225-578-5980
www.lsu.edu

DATE: June 13, 2013

TO: William Jenkins
Interim Chancellor, LSU

Bill Richardson, Chancellor
LSU AgCenter

THRU: Paul E. Hoffman
Paul W. and Nancy W. Murrill Professor
Chair, LSU Naming Committee

FROM: Jane Cassidy
Vice Provost, LSU

John Russin
Vice Chancellor, LSU AgCenter

RE: Branding name of Burden Property on Essen Lane

In 1994 the Burden Foundation completed the transfer of 440 acres of land on Essen Lane, formerly part of Windrush Plantation owned by the Burden Family, to LSU. The majority of the land is used for agricultural, horticultural, and floricultural research and display and is operated by the LSU AgCenter. A portion of the property is the home of the Rural Life Museum and is operated by LSU A&M. The remaining parcel of land, Windrush Gardens, is jointly managed by the LSU AgCenter and LSU A&M.

In an effort to provide a unified branding of the property for advertising and fundraising purposes, it was decided that there should be a name for the entire property with subsidiary names for the different units. After a year of discussions among the Vice Chancellor for Research of the AgCenter, a Vice Provost from LSU A&M, marketing departments from both campuses, leadership and advisory board members from the Burden Horticultural Society and Rural Life Museum, and members of the Burden Foundation a branding logo has been developed and agreed upon by all parties. The logo will include the word BURDEN in all capital block letters with the words MUSEUM&GARDENS in smaller font underneath. The individual units will retain their historical name with reference to this new umbrella title – for example, LSU Rural Life Museum *at Burden Museum & Gardens*. The LSU AgCenter portion of the property will have the subsidiary name LSU AgCenter Botanic Gardens *at Burden Museum & Gardens*.

This is being routed through the naming committee on the LSU campus, and we need approvals by the Chancellors of both campuses. It will be on the Board of Supervisor's July meeting for approval. Please let us know if you have any further questions or concerns.



Academic and Student Affairs Consent Agenda

REQUEST APPROVAL FOR THE REAUTHORIZATION OF THE EARLY INTERVENTION INSTITUTE AT THE LSU HEALTH SCIENCES CENTER – NEW ORLEANS

To: Board of Supervisors

Date: July 26, 2013

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: This Letter of Intent requests the reauthorization of the Early Intervention Institute (EII) at Louisiana State University Health Sciences Center New Orleans (LSUHSC-NO) School of Allied Health Profession for five years. EII, in conjunction with the Human Development Center (HDC), addresses several important needs for LSUHSC-NO and, in a broader sense, for the state of Louisiana.

First, the need for appropriately trained medical professionals, allied health and emotional health clinicians, educators, and child care providers continues to exist. Indeed, the expertise in providing evidence-based/best-practice services for young children with (and without) disabilities has increased in Louisiana during the past decade, especially in the metropolitan New Orleans region. Faculty and staff of HDC-EII provide instruction, field experiences, and supervision for a wide variety of students in medical, health and education professions. Without HDC-EII, academic and licensure programs in a number of LSUHSC-NO departments (as well as other universities located in the Greater New Orleans areas) would not be able to offer quality instruction on early childhood evidence-based/recommended practices and clinical experiences for their students.

Second, EII and the HDC are recognized throughout Louisiana as having the expertise and capacity to train current and future professionals to meet the needs of young children with, or at risk of disabilities, and families. In addition, HDC and EII faculty have a reputation of developing solutions to pressing individual, program, and system level needs related to young children with disabilities and their families. EII and HDC faculty and staff sit on and/or advise many national and Louisiana early childhood oriented organizations, boards and commissions (e.g., Center for Disease Control ACT Early Know the Signs initiative, Governor's Office Interagency Coordinating Council, UNO Children's Center Advisory Board, Louisiana Division of Early Childhood, Louisiana Association for the Education of Young Childhood,

Agenda for Children, Louisiana Developmental Disabilities Council, State Autism Team, and many others). Close working relationships with such a broad array of governmental, higher education, professional, advocacy, and service provider organizations ensures that HDC-EII faculty stay abreast of, and contribute to the development and implementation of *interdisciplinary and community training* of childcare workers and related professionals, *model demonstration projects*, *research/evaluation*, and *dissemination* of information to address issues and opportunities in the area of early intervention in Louisiana. The continuation EII ensures that state and local officials, service providers, and families will be reminded of the preeminent role of LSUHSC-NO as a leader in the preparation and support of future and current health professionals and an innovator in addressing current early intervention needs, statewide.

Finally, the infrastructure of EII is necessary to allow HDC to fulfill part of its core mission (i.e., to address the core functions described above relative to young children with disabilities and families). Fulfilling this function allows HDC to continue to leverage funding from the federal government and other extramural sources for a wide range of activities, projects, and personnel preparation for not only for young children with disabilities and families but indirectly also for individuals with disabilities throughout the lifespan.

Objectives: In return for partial funding from the U.S. Department of Health and Human Services-Administration on Developmental Disabilities, HDC is charged with achieving four core functions including: (a) interdisciplinary training, (b) community service (i.e., *community service is defined in the Act as community training, model demonstration, or direct service*), (c) research/evaluation, and (d) dissemination related to individuals with disabilities and families, throughout the lifespan. HDC addresses its four core functions relating to issues and needs of young children (i.e., *the developmental period or birth to 8 years*) with, or at risk of being identified with, disabilities and their families through its EII projects and activities.

Educational Component: A number of educational programs are provided through the Early Intervention Institute:

- Interdisciplinary training of current and future professionals (e.g., pediatricians, speech, occupational, and physical therapists, psychologists, educators) and paraprofessionals to adopt evidence-based, child- and family-centered; especially as related to assessment and therapeutic interventions in home, community, clinical, and educational settings.
- Outreach projects designed to provide professional development to early interventionists working in community settings and/or educate and support families to actively promote the development of their children in home and community settings using recommended practices.
- Model demonstration projects designed to demonstrate high fidelity implementation and evaluation of promising and/or evidence-based practices in applied settings.

Research Component: The Institute has conducted research projects designed to investigate the efficacy of particular recommended practices and/or focusing on specific populations within the realm of early intervention services. The information obtained from these studies have been disseminated to physicians, therapists, nurses, and other allied health professions to augment current recommended/evidence-based practices in Early Intervention.

Administration: The Early Intervention Institute is a program of the Human Development Center. HDC is directed by Dr. Philip Wilson. Dr. Wilson reports directly to Dr. J.M. Cairo, Dean of the LSUHSC-NO School of Allied Health Professions. HDC is Louisiana's federally designated University Center of Excellence in Developmental Disabilities, Education, Research and Service (i.e., UCEDD). HDC is a member of a national network of 67 UCEDD programs established by the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (cf. PL 106-402).

Facilities: Hurricane Katrina destroyed the Human Development Center and Early Intervention Institute facilities located on the LSUHSC Florida Avenue (Dental School) campus. As a result, faculty and staff have been relocated to the LSUHSC downtown campus in the School of Allied Health Professions located at 1900 Gravier Street. Although the School of Allied Health Professions has provided adequate facilities to meet the needs of the program, it is anticipated that the completion of the new Human Development Center on the downtown campus (scheduled to open in 2014) will greatly enhance the potential for program development by the faculty and staff of the Early Intervention Institute and the Human Development Center.

3. Accomplishments of the Early Intervention Institute

Some of the many recent and ongoing activities and accomplishments of HDC-EII are listed below:

- Faculty and staff associated with the Early Intervention Institute and the Human Development Center regularly provide lectures and supervision for graduate students in various LSUHSC-School of Allied Health departments, Medical students from LSUHSC-NO and Tulane, and Education and Child Development programs of a variety of universities in the Greater New Orleans area.
- With support from a contract from Louisiana's Children's Special Health Services, The EII provides training, field-experiences and supervision to medical students (residents) at LSUHSC and Tulane University as part of their rotation in pediatrics. This rotation is designed to provide residents with the knowledge and skills to administer and interpret appropriate developmental screening instruments (e.g., Denver Scales of Development) to identify children at risk of experiencing developmental delay. The rotation also includes "home visits" and clinic appointments during which residents are afforded opportunities to practice and receive feedback on their use of child-centered and family-centered principles.

- Faculty and staff of the EII provide informational sessions with parent and advocacy organizations (e.g., Families Helping Families) to provide information, training and referral to families of young children with disabilities.
- EII was contracted by the Department of Health and Hospital's EarlySteps program to create a series of on-line and face-to-face training modules that all EarlySteps providers are required to complete before being deemed eligible for reimbursement by the EarlySteps program.
- Through a contract funded by the Louisiana Department of Education, the EII developed a statewide monitoring program of best practices in "four year-old pre-kindergarten" programs.
- HDC and EII staff members provide services in "developmental clinics" located in New Orleans (LSUHSC-Tiger Care).
- The EII was funded to conduct model demonstration and evaluation activities related to provision of services for young children and families, including:
 - *EarlySteps Transdisciplinary Services Pilot*-HDC-EII received a contract from the Louisiana Department of Health and Hospitals to conduct and evaluate a model pilot demonstrating implementation of transdisciplinary services for young children/families enrolled in the State's federally mandated IDEA Part C program, known as "EarlySteps" in Louisiana.
 - *Bridges to Quality*-HDC-EII received a subcontract from the United Way of Greater New Orleans to train and support daycare providers to achieve a "four star" rating (achieving the highest rating from the Department of Social Services, based on NAYEC evidence-based practices).
- HDC and EII recently received funding from the Department of Health and Hospital's Office for Citizens with Developmental Disabilities and the Louisiana Developmental Disabilities Council to conduct a research project investigating the efficacy of training family members to implement evidence-based practices to support the development of young children with Autism Spectrum Disorders.

4. Fiscal Note

Funding for the Early Intervention Institute is derived exclusively from restricted (self-generated) sources (i.e., State and Federal Grants and Contracts). For example, the total amount of assured funds for FY13 is \$550,393, with additional anticipated funds totaling \$43,000. For FY 14, total assured revenue is \$509,872, while anticipated revenue is \$1,079,250, a significant increase due to the opening of the new HDC building in the summer of 2014. Although assured revenues for Years three, four, and five are currently projected to be \$284,600, anticipated revenues are projected to increase from \$43,000 in Year one to \$1,954,266 in Year five and will fully cover the projected expansion in the EII programs. Should anticipated revenues not fully materialize, expenditures will be reduced to assure a balanced budget, as the proposed budget does not include state appropriated allocations.

It is important to note that the destruction of the facility that housed the EII preschool program (i.e., Tiger Tots) resulted in a reduction in the number of early intervention faculty and staff, which, in turn, reduced the level of funding for EII programs. It is anticipated that with the completion of the new HDC building next summer, additional faculty and staff will be required for EII to expand early intervention services (i.e., to provide high quality, well prepared early intervention personnel, in-service training, model demonstrations, research and evaluation). Approximately 40,000 square feet of space in this new Human Development Center has been allocated for the Early Intervention Center. This space will include specially designed classrooms and conference rooms, learning activities spaces, kitchen and food dispensing facilities, restrooms, and offices for EII staff.

5. Review of Documents

This request for 5-year approval of the Early Intervention Institute has been reviewed by the appropriate administrators of the LSUHSC in New Orleans and by the LSU System Office of Academic Affairs.

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

Certification was provided by the Chancellor of the LSU Health Sciences Center in New Orleans.

RECOMMENDATION:

It is recommended that the LSU Board of Supervisors adopt 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 proposed reauthorization of the Early Intervention Institute at Louisiana State University Health Sciences Center New Orleans School of Allied Health Professions, subject to approval by the Board of Regents.”



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE PATENT AND KNOW-HOW LICENSE AGREEMENT WITH NESTLE HEALTH SCIENCE – PAMLAB, INC. AT THE LSU AGRICULTURAL CENTER

To: Members of the Board of Supervisors

Date: July 26, 2013

Re: Exclusive Patent and Know-How License Agreement between Nestle Health Science – PamLab, Inc. and the LSU Agricultural Center

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

PamLab is a specialty biomedical company, founded in 1987 in Covington, LA, which develops personalized prescription medical foods for brain health and metabolic health. The company has previously sponsored research at the LSU Agricultural Center (LSUAC) to develop formulations for medical foods using a patent pending solubilization technology, and last year licensed certain limited field of use rights to these LSUAC inventions. Separately, another company, Omnisol, LLC, also sponsored research and licensed certain other related rights in the same inventions from the LSUAC.

PamLab, recently acquired by Nestle Health Science, has now determined it wishes to expand its license from the LSUAC to acquire additional rights related to the technology and is negotiating a new license with LSUAC for this purpose. PamLab also is separately negotiating with Omnisol to acquire certain of its rights granted under its LSUAC license, excluding the rights to develop commercial products containing three ingredients that Omnisol is presently developing under its existing license from the University.

LSUAC is seeking approval of the proposed expanded PamLab – Nestle Health Science exclusive field of use patent and know-how license. This license will replace the current license, broaden the rights granted and will, once finalized, comply with standard University template agreements and practices.

The exclusive field of use license will contain an upfront payment, running royalties, annual maintenance fees, a share of any sublicensing revenue, reimbursement of certain patent expenses, milestones ensuring diligent product development and standard indemnification and insurance provisions.

3. Review of Business Plan

No business plan was provided.

4. Review of Related Documents

The completed license agreement will be 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

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President F. King Alexander, or his designee, to execute all documents necessary to perfect an exclusive patent and know-how license agreement with Nestle Health Science – PamLab, Inc., granting an exclusive patent and know-how license to certain of LSU’s rights in and to the subject technology, the license agreement to contain such terms and conditions as the President, in consultation with appropriate System staff, deems to be in the best interests of the University.

BE IT FURTHER RESOLVED that the President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that is deemed, in consultation with appropriate System staff, to be in the best interests of the University.



Office of Academic and Student Affairs Agenda

REQUEST APPROVAL OF A POST-BACCALAUREATE CERTIFICATE IN CONSTRUCTION MANAGEMENT AT LSU A&M

To: Members of the Board of Supervisors

Date: July 26, 2013

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

The proposed Post-Baccalaureate Certificate in Construction Management will be an on-line program designed for career-change post-baccalaureate students, including those from architecture, business, engineering, or governmental agencies. A post-baccalaureate certificate, as defined by the Board of Regents, is “an academic offering that is earned after a student has already completed a recognized baccalaureate degree.”

There will be six courses (18 credit hours) contained within the CM certificate program. The online courses will be offered in six modules, each for seven weeks throughout the year. Each module will include two of the required courses such that the rotation of courses will allow the student to earn the certificate in three consecutive modules. The program will be marketed by Academic Partnerships as per the contract with LSU, which is also marketing the LSU Online Master of Science in Construction Management program.

Since all six courses are new, in order to better facilitate course offerings for LSU undergraduate students and to utilize faculty resources most effectively, the Construction Management Department is currently undertaking a full curriculum review of the undergraduate degree program so that it can also utilize these six new courses in the curriculum. Completion of this project will also facilitate delivery of construction management courses to LSU Shreveport to support the LSUS/LSU Commitment Plan.

Students will be required to have obtained a baccalaureate degree in order to enroll. The curriculum encompasses 18 credit hours. Initial enrollment, based on similar certificate programs in the US, is estimated to be between 20 and 30 students. Enrollment is expected to grow at a rate of 15 to 20 students per year. This growth rate is based on the anticipated corresponding growth rate of the LSU Online MS in Construction Management, similar certificate programs at other universities, and the needs of the Louisiana construction industry.

It is anticipated that the establishment of a program of this type will be an asset to both the university and the state, as this program will be the first of its kind in Louisiana and there is only one other program in a neighboring state (University of Houston).

3. Review of Business Plan

The proposed certificate program in construction management will be administered by the Department of Construction Management in the College of Engineering at LSU and marketed by Academic Partnerships.

The certificate program will be offered concurrently with the LSU Online Master of Science in Construction Management program. Estimated costs of the proposed certificate program include two graduate students, course development/teaching, and one administrative staff totaling \$100,000 in two years. Revenue from the online degree program will provide the resources needed to support the certificate program.

4. Review of Documents Related to Referenced Matter

A detailed proposal is attached and is on file within the LSU 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:

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 approves the Post-Baccalaureate Certificate in Construction Management, subject to approval by the Louisiana Board of Regents.”



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE PATENT LICENSE TO COLBY PHARMACEUTICAL COMPANY AT LSU HEALTH SCIENCES CENTER NEW ORLEANS

To: Members of the Board of Supervisors

Date: July 26, 2013

Re: Exclusive License Agreement between Colby Pharmaceutical Company and the LSU Health Sciences Center - 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

Colby Pharmaceutical Company, a Delaware Corporation located in California, desires to license certain technology jointly owned by the LSU Health Sciences Center New Orleans and the Universidad de Alcalá de Henares. Several US and international patents have been issued on this technology, which is a novel pain medication similar to Tylenol (non-narcotic), but without the dangers of liver toxicity. This technology is currently the subject of two license agreements with St. Charles Pharmaceutical that will be mutually terminated if and when the current matter is executed.

The proposed license will be exclusive as to both LSU's and the Universidad de Alcalá de Henares' interest in the technology and will include an equity interest, running royalties, sublicensing income, staged patent reimbursement, milestone payments, and diligent development of the technology. The license utilizes an approved LSU template and it includes indemnification and insurance.

3. Review of Business Plan

The campus has reviewed the business plan of the company relative to this technology.

4. Review of Related Documents

The complete license agreement will be 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 has addressed any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President F. King Alexander, or his designee, to execute all documents necessary to perfect an exclusive license agreement with Colby Pharmaceutical Company, granting to it an exclusive license to LSU’s rights in and 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 after review by appropriate System staff.

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 are deemed to be in the best interests of the University after review by appropriate System staff.



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE LICENSE TO HELPING HANDS TECHNOLOGIES, LLC AT PENNINGTON BIOMEDICAL RESEARCH CENTER

To: Members of the Board of Supervisors

Date: July 26, 2013

Re: Exclusive Software License Agreement between Helping Hands Technologies, LLC and Pennington Biomedical Research Center

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

Helping Hands Technologies, LLC, a newly-formed Louisiana Corporation, desires to license certain technology developed by Dr. Jeffrey Keller and Mr. Ray Allen at the Pennington Biomedical Research Center (PBRC). The technology is a web-based program for conducting computerized assessments in the elderly that will be used to generate monthly reports for cognition, depression, anxiety, mood and activities of daily living. These assessments will be part of a desktop computer product called Helping Hands Technology, which will be licensed to assisted living facilities. Dr. Keller and Mr. Allen will be participants in the new company, making this proposed exclusive license subject to and contingent upon approval of pertinent PM-67 and PM-11 documents.

The license will be exclusive as to LSU's interest in the technology and will include running royalties, sublicensing income, staged patent reimbursement, milestone payments, annual maintenance fees and diligent development of the technology. The license utilizes an approved LSU template and it includes indemnification and insurance.

3. Review of Business Plan

The campus has reviewed the business plan of the company relative to this technology.

4. Review of Related Documents

The complete license agreement will be 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 has addressed any potential conflicts of interest pertaining to this transaction, which is subject to PM-67 and PM-11 approvals due to the participation of Dr. Keller and Mr. Allen as consultants to and membership in Helping Hands LLC.

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President F. King Alexander, or his designee, to execute all documents necessary to perfect an exclusive license agreement with Helping Hands Technologies, LLC, granting to it a license to LSU’s rights in and 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 after review by appropriate System staff, contingent upon submission and approval of all necessary PM-67 and PM-11 documents.

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 is deemed to be in the best interests of the University after review by appropriate System staff.



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE PATENT LICENSE BETWEEN VIRDIA, INC. / VIRDIA, LTD. AND THE LSU AGRICULTURAL CENTER

To: Members of the Board of Supervisors

Date: July 26, 2013

**Re: Exclusive License Agreement between Viridia, Inc. / Viridia, Limited and the
LSU Agricultural Center**

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

In 1999, two scientists at the Audubon Sugar Institute invented a novel process for the separation of sugars; a patent was issued on this process in 2002 and has approximately six years of validity remaining. Viridia, founded in Israel in 2007, is a developer of extraction technologies which convert certain types of biomass into affordable new 'green' products and energy sources. The company produces intermediate products in the supply chain for biochemical, biofuels, and plastics, as well as nutritional supplements. Viridia wishes to acquire the rights to the Ag Center's patented separations process, and an exclusive, patent-only license has been negotiated for this purpose.

The exclusive license, based upon an approved LSU template agreement, contains an upfront payment, running royalties, annual minimum royalties, reimbursement of past and future patent expenses, and standard indemnification and insurance provisions.

3. Review of Business Plan

No business plan was provided.

4. Review of Related Documents

The completed license agreement will be 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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President F. King Alexander, or his designee, to execute all documents necessary to perfect an exclusive patent license agreement with Virdia, Inc. / Virdia, Ltd, granting an exclusive license to LSU's rights in and to the subject technology, the license agreement to contain such terms and conditions as the President, in consultation with appropriate System staff, deems to be in the best interests of the University.

BE IT FURTHER RESOLVED that the President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that the President, in consultation with appropriate System staff, deems to be in the best interests of the University.



Request to establish a restricted account at LSU System institutions for the Building Use Fee Authorized by Act 426 of the 2013 Legislative Session

To: Members of the Board of Supervisors

Date: July 26, 2013

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

Act 426 of the 2013 Legislative session allows the Board of Supervisors of Louisiana State University to authorize each of its institutions to establish a building use fee not to exceed \$48 per semester to be used for construction, acquisition, repair, maintenance, operation or improvements to facilities and physical infrastructure of the institution collecting the fee.

At its meeting of June 7, 2013, the Board of Supervisors of Louisiana State University approved a resolution which authorized the President, as he determines to be in the best interest of the University, to approve the tuition and fee increases.

To date, the building use fee has been approved at LSU and A&M College, Paul M. Hebert Law Center, LSU Eunice, LSU Shreveport, and the LSU Health Science Center in New Orleans.

It is requested that the institutions of the LSU System establish restricted self-generated accounts to accumulate revenues derived from the authorized building use fee in an effort to provide sustainable funding for continuous construction, upgrades, repair, maintenance, operation and replacement of facilities and physical infrastructure at the various campuses.

3. Fiscal Impact

Approval of this request will allow the LSU System Institutions to restrict the self-generated revenues received from the building use fees charged to be used exclusively for construction, acquisition, repair, maintenance, operation or improvements to facilities and physical infrastructure of the institution collecting the fee.

4. Review of Documents Related to Reference Matter

None

Attachments:

None

RECOMMENDATION

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the restriction of all self-generated revenues generated by the building use fee as authorized by Act 426 of the 2013 Legislative Session. The restricted self-generated funds are to be used exclusively for construction, acquisition, repair, maintenance, operation or improvements to facilities and physical infrastructure of the institution collecting that fee.

Resolution to authorize the movement of the prepayment of rent that was to have been made under the BMC lease to the lease to OLOL for the LSU Health Outpatient Surgery Center on Perkins Road

Executive Summary

Previously at a special meeting of the LSU Board of Supervisors on June 19, 2013, the LSU Board approved a Cooperative Endeavor Agreement among the LSU Board of Supervisors, Franciscan Missionaries of Our Lady Health System (herein "FMOL"), or its affiliates, the State of Louisiana through the Division of Administration, the Louisiana Division of Administration, and the Louisiana Department of Health and Hospitals relating to the Bogalusa Medical Center and the Washington-St. Tammany facilities. That Cooperative Endeavor Agreement incorporated a Master Hospital Agreement setting forth certain terms by which LSU would (1) sublease the Plaza Street facility, and (2) lease the Washington-St. Tammany facility, an administrative facility, and certain equipment to an affiliate of FMOL (the "Lessee") which would operate the Bogalusa facilities. The Master Hospital Agreement contemplated a prepayment of rent on the leased (not subleased) facilities and equipment to the LSU Board in the approximate amount of \$5,200,000.00. The Lessee is an entity created by FMOL.

FMOL has proposed that rather than making a prepayment pursuant to the Bogalusa Cooperative Endeavor Agreement and the Master Hospital Agreement, a prepayment of rent in the same amount would be made pursuant to the Lease by the LSU Board to Our Lady of the Lake Hospital, Inc. of the LSU Health Outpatient Surgery Center located at 9032 Perkins Road, Baton Rouge, Louisiana. The amount of prepaid rent and the net effect to LSU will be the same whether the prepayment is made for the Bogalusa facility or for the LSU Health Outpatient Surgery Center located on Perkins Road.

Resolution

NOW THEREFORE be it resolved that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the acceptance of a prepayment of rent from Our Lady of the Lake Hospital, Inc., under that certain lease of the LSU Health Outpatient Surgery Center located at 9032 Perkins Road, Baton Rouge, Louisiana, previously executed by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the Division of Administration for the State of Louisiana, the State of Louisiana through the Louisiana Division of Administration, and Our Lady of the Lake Hospital, Inc., rather than accepting an equal amount of prepaid rent from Franciscan Missionaries of Our Lady Health System, or an affiliate thereof, under a lease of the Washington-St. Tammany facilities and certain equipment.

NOW THEREFORE be it further resolved that F. King Alexander, president of the Louisiana State University System, is hereby authorized to execute any and all documents necessary to effectuate the purposes of this Resolution.

Consent Agenda

REQUEST APPROVAL OF A PROPOSAL TO SELL LSU'S INTEREST IN CERTAIN PATENTS AND LICENSE AGREEMENT WITH TRANSGENRX, INC. TO NEWCO (A COMPANY TO BE FORMED BY W. MARTIN SVENDSON ET. AL)

To: Members of the Board of Supervisors

Date: July 26, 2013

Re: Approval of Proposal to sell LSU's Interest in certain Patents and the Exclusive License Agreement Between TransGenRx, Inc. (TGRx) and LSU, through the LSU Agricultural Center, to a New Company (NEWCO) to be formed by the W. Martin Svendson Family

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. History & Summary of Matter

In July, 2002, LSU, through the LSU Agricultural Center (LSUAC), exclusively licensed patents and know-how in four fields of use to a start-up company, TransGenRx (TRGX), to develop and commercialize specialized chicken eggs to produce vaccines and pharmaceuticals. As upfront consideration, LSU received equity in the form of common stock. The license required TGRx to make certain milestone payments, to pay a royalty based on future product sales in the licensed fields, and to fund research annually at the LSUAC. Multiple patents have been filed since 2002 and are jointly owned by TGRx and LSU. To date, TGRx has made no commercial product sales, has met no milestones, and has paid no royalties. TGRx currently owes LSUAC \$125,000 in past due research support payments associated with the license.

In April, 2008, TGRx moved into the Louisiana Emerging Technology Center (LETC) as the primary tenant, with its lease payments accounting for the majority of the LSU R&T Foundation's (RTF) monthly income. TGRx currently owes the LSU RTF approximately \$750,000 in accumulated unpaid rent and unreimbursed materials and supplies and is in default on its lease. RTF terminated the TGRx lease as of May 31, 2013.

Earlier this year, TGRx advised LSU that it planned to issue a Private Placement Memorandum (PPM) in an effort to raise between \$2-6 million in loans, primarily from current shareholders, investors, or board members, with the proceeds to be used to pay its creditors and continue its operations. In mid-March, LSU's Lead Counsel retained expert outside counsel to review, make recommendations and negotiate reasonable terms to protect LSU's interests in connection with the PPM process. For certain reasons unrelated to LSU, TGRx ultimately was unable to obtain funding under the PPM process.

On May 31, 2013, TGRx terminated all of its employees and filed a petition for reorganization under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Louisiana. TGRx unsuccessfully attempted to obtain "debtor in possession" financing in the Chapter 11 case. Since filing its bankruptcy petition, TGRx is still occupying space in the LETC but has not conducted any business operations and has not paid any rent. For these and other reasons, the U.S. Trustee moved on July 24, 2013 to convert to a Chapter 7 proceeding, alleging "there is a continuing loss to the estate and no reasonable likelihood of rehabilitation."

One of the principal shareholders and creditors of TGRx is the W. Martin Svendson family (Svendson). Svendson had been expected to participate as a lender in the proposed TGRx PPM process and was also the proposed "debtor in possession" lender, but certain legal issues unrelated to LSU resulted in the failure of those efforts.

Svendson (through his counsel) contacted LSU shortly after TGRx filed its bankruptcy case to propose forming a new company ("Newco," a temporary name for purposes of this summary) to attempt to commercialize the TGRx technology. Svendson indicated that Newco would like to (a) purchase from LSU its Sole and Joint Patent rights in the TGRx patents and the TGRx License, (b) purchase certain equipment owned by RTF, and (c) enter into a new market rate lease for space at the LETC.

It is critical to note that LSU typically does not *sell* its rights in patents and inventions but rather *licenses* certain rights in the intellectual property to ensure development for public benefit and support of the University faculty and mission. This best practice is consistent among all major universities. However, the unique circumstances of this matter lead to the recommendation that a sale of these particular assets is the most appropriate mechanism both to protect the interests of all the affected University parties and to support the commercialization process.

The parties have had extensive negotiations and have now reached agreement, subject to approval of Board of Supervisors and preparation of acceptable definitive transaction documents.

The proposed terms are summarized as follows:

(1) Newco will purchase from LSU its Sole and Joint Patent rights and the existing TGRx license agreement for \$250,000 cash, plus a royalty fee based on gross revenues (less certain deductions), which will survive any change in control of the new company. Newco will also acquire a paid-up perpetual non-exclusive license of know-how existing as of May 31, 2013, related to the subject patents.

(2) In the event Newco is unable to secure the TGRx interest in all the subject patents and thereby obtain exclusive control of all the patents and technology, Newco has offered protection to LSU's royalty rights by agreeing to refrain for a set time period from entering into any agreement with the ultimate owner of TGRx's rights in the Joint Patents that would have the effect of reducing LSU's royalty rights.

(3) In accord with normal academic principles, LSU will retain its rights to publish any information related to the technology or products produced as a result of the Joint Patents for noncommercial, academic, educational, and research purposes.

(4) Newco separately is negotiating with LETC and RTF to (a) purchase equipment owned by RTF that will generate income to RTF of approximately \$350,000 and (b) enter into a new lease at LETC for a monthly rental charge of approximately \$18,000. It is anticipated that these transactions will occur if the proposed agreement with LSU is consummated.

3. Review of Related Documents

LSU's outside counsel have reviewed materials provided by counsel for TGRx and Svendson, materials filed in the bankruptcy case, and negotiated the proposed terms of this transaction. Outside counsel will review all proposed documents necessary to reach definitive agreement.

RECOMMENDATION:

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President F. King Alexander or his designee, to execute all documents necessary to enter into one or more agreements with a new entity to be formed by W. Martin Svendson with respect to the sale of LSU's rights in certain patents which are the subject of the 2002 License Agreement to TransGenRx, Inc., as amended, as well as the sale of LSU's rights in said License Agreement, subject to terms and conditions negotiated to protect LSU's interests and subject to the approval of definitive transaction documents by LSU Lead Counsel and appropriate System staff.

BE IT FURTHER RESOLVED that President Alexander or his designee 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 LSU Lead

Counsel and appropriate System staff.



Report to Board of Supervisors on LSU System Bond Analysis (For Informational Purposes Only)

To: Members of the Board of Supervisors

Date: July 26, 2013

Pursuant to a request from the Board at its June 8, 2012 Finance, Infrastructure, and Core Development Committee the following report is provided:

As of June 30, 2012 (exclusive of UNO), the LSU System had \$417,506,667 in outstanding bonds with interest rates ranging from .2466% to 7.375%. An important aspect of strategic debt management at a University is managing existing debt. The majority of the LSU System bonds have been issued with future maturity dates of ten (10) to thirty (30) years. During that length of time, there can be many changes to the market and the financial environment in which these bonds reside. In response to these changes, the importance of bond refinancing as a debt management tool for the University increases.

A refunding is the issuance of new bonds to replace an outstanding bond issue – similar in concept to refinancing a home mortgage when interest rates decrease. A refunding is typically used to reduce the borrower's interest costs, remove restrictive or burdensome covenants imposed by the current terms, or to restructure existing debt (i.e. rescheduling the timing or amount of the amortization schedules). The most common reason to refund to achieve cost savings, which this report will focus on. As in the refinancing of a home mortgage there are "closing costs", there are transaction costs involved in refunding. Consequently, interest costs need to be reduced to a level that covers not only these costs, but also provides an appropriate amount of annual debt service savings.

In order to effectively evaluate a refunding candidate, it is important to be knowledgeable of certain financing terms:

- Optional Call Provision/Optional Call Date
- Current Refunding
- Advance Refunding
- Escrow Defeasance Portfolio
- Present Value Savings
- Arbitrage Yield

Optional Call Provision/ Optional Call Date – Most of our bond issues are structured with an Optional Call Provision or Optional Call Date, which allows the issuer to take the bonds back from investors at a pre-determined date (the "call date") and price, usually expressed as a percentage (%) of the principal (the "call price", e.g. 101%). Bonds that are called from investors may be paid off with cash on hand, but issuers typically replace them with new bonds. The market standard for our bonds is an optional call date 10 years from the date of issuance.

Current Refunding – Under current IRS regulations related to the issuance of municipal bonds, when the bonds being refunded can be called from those investors and paid off within 90 days of the issuance of the refunding bonds, the new issue is considered "Current Refunding". The Escrow Portfolio has a term of 90 days or less in a Current Refunding.

Advance Refunding – A refunding in which refunding bonds are sold more than 90 days prior to the call date provided in the financing documents.

Escrow Defeasance Portfolio – A deposit with a trustee of a combination of cash and government securities that are sufficient to pay the escrow requirement: the interest on the refunded bonds – either to the call date or maturity date, whichever is applicable, the call premium, if any, and the outstanding principal of refunded bonds.

Present Value Savings – The current value of a stream of annual debt service savings achieved over the life of a bond issue discounted at a given interest rate (typically the “arbitrage yield” on the refunding bonds).

Arbitrage Yield: The maximum investment rate allowed under IRS regulations on certain bond proceeds, including funds deposited in an escrow to refund existing bonds. The arbitrage yield is the rate that will cause the debt service over the life of the issue, including any costs of credit enhancement, to equal the proceeds of the bond issue.

The table below provides relevant information on the outstanding LSU System bonds:

Issue	Date of Issue	Final Maturity	Optional Call Date
LSU Auxiliary Revenue Refunding Bonds Series 2004	4-6-2004	7-1-2015	Not Callable
LSU Auxiliary Revenue Bonds Series 2004B	10-26-2004	7-1-2034	7-1-2014
LSU Auxiliary Revenue Refunding Bonds Series 2005A	6-2-2005	7-1-2017	Not Callable
LSU Auxiliary Revenue Bonds Series 2006	8-9-2006	7-1-2036	7-1-2016
LSU Auxiliary Revenue Bonds Series 2007	12-11-2007	7-1-2037	7-1-2017
LSU Auxiliary Revenue Bonds Series 2008	6-27-2008	7-1-2034	7-1-2018
LSU Auxiliary Revenue Bonds Series 2010 A&B	6-24-2010	7-1-2040	7-1-2020
LSU A Auxiliary Revenue Bonds Series 2008	3-18-2008	11-1-2034	1-1-2018
LSU E Auxiliary Revenue Bonds Series 1998	6-1-1998	6-1-2018	6-1-2008
LSU E Revenue Bonds Eunice Student Housing Project Series 2002	1-17-2002	9-1-2033	9-1-2012
LSU HSC NO Revenue Bonds Series 2000	1-1-2000	5-1-2031	5-1-2010
LSU HSC HCSD Bogalusa Community Medical Center Series 2007 A& B	9-1-2007	6-15-2038	6-15-2017
LSU HSC HCSD Mid-City Clinic Project Series 2003B	10-1-2003	2014	Private Placement

Although a particular issue may qualify for advance refunding, it may not always be advantageous for the University to do so. The test most often used by issuers to assess the appropriateness of a refunding is the achievement of a minimum net present value (NPV) savings. The Louisiana State Bond Commission has a guide of what it deems are appropriate savings thresholds for issuers of a Refunding:

Months to Optional Call Date	Minimum Present Value Savings to Refunding Bonds
0-12 months	Present Value Savings Greater than Zero
13-24 months	Present Value Savings Greater than 1.50%
25-48 months	Present Value Savings Greater than 3.00%
Greater than 48 Months	Present Value Savings Greater than 5.00%

It is also important to note, however that federal tax law typically permits an issuer to conduct one advance refunding over the life of a bond issue. As such, the issuer must take greater care (require an adequate acceptable savings threshold) when evaluating an advance refunding candidate.

The majority of the System bond activity is managed by the LSU A&M campus, which has approximately 90% (\$375,220,000) of the system debt. The LSU A&M campus is very engaged in debt management for its campus and has a long history of refunding bond issues. In fact, bond issues for the A&M campus in the year 2000, 2004, 2005, 2008, 2010 and 2013 refunded issues originally issued in 1994, 1996, 1997, 1999, 2000, 2002, 2004 and 2005, respectively.

Although previous variable rate bonds were refinanced without a new issue being considered in order to minimize financial risk, the standard operating procedure currently practiced by LSU A&M is to evaluate refinancing opportunities when issuing new revenue bonds.

LSU A&M has recently refunded the 2004B issued (highlighted in table above in yellow). A recent analysis shows that of the outstanding LSU A&M issues that qualify for advance refunding, they are not appropriate candidates for refunding as the 1st optional redemption date and the current interest rates on the bonds would calculate a negative Present Value Savings (or a net present value loss) due to refunding.

The remaining 10% (\$42,286,667) of outstanding system bonds are managed by LSU Alexandria, LSU Eunice, LSU Science Center in New Orleans, and the Health Care Service Division.

At the time of this report, further analysis is being done on the LSU Alexandria issue, but in all likelihood, refunding of this issue would calculate a negative present value savings. This issue has a call date of 2017 and an interest rate of 4%-5.5%. Generally, refunding does not work on issues with longer call dates in an exceptionally low interest rate environment.

Further analysis is also being done at LSU Eunice. LSU Eunice has been actively exploring refunding opportunities since 2008. There are still concerns in regards to the potential of this issue being refunded due to rental revenue projections.

Of the remaining bond issues at the LSU Health Science Center in New Orleans, and the HCSD, the only other viable candidate for refunding is the LSU Health Science Center in New Orleans series 2000 bonds (highlighted in table above in yellow). The Board of Supervisors passed a resolution granting preliminary approval to proceed with the refunding of the 2000 issue in October 2012; LSUHSC-NO is proceeding with the refunding and expects to approach the State Bond Commission and the Board of Supervisors for final approval of the issue in July, 2013 Under current market conditions, the refunding is expected to produce present value savings in excess of 15% of the par amount of bonds being refunded.

The Bogalusa Community Medical Center Project bonds were privately placed to allow the combination of bond proceeds with the proceeds from a federal program - the New Markets Tax Credit Program (NMTC). The bonds were sold with a typical 10-year call provision and

are not callable until 2017, and at a premium. NMTC program requirements will not allow the refunding or defeasance of these bonds prior to November 2014. The bonds will be monitored for potential savings after November 2014. In addition, the Mid-City Clinic bonds were issued as private placement bonds and were not publicly offered in the market.