

AGENDA

LSU Board of Supervisors Meeting

Friday, December 11, 2015

Board Room, LSU University Administration Building
Baton Rouge, Louisiana

10:00 A.M.

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.lsu.edu/bos/public-comments.php>

<p>A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE</p>
--

James W. Moore, Jr, Chairman

1. Metrics and Tools for Analyzing and Improving Institutional Performance
-

<p>B. PROPERTY AND FACILITIES COMMITTEE</p>
--

Rolfe McCollister, Jr., Chairman

1. Request from LSU Health New Orleans to Enter into an Agreement with LSUHSC Affiliated Organization for the Construction and Operation of Digital Outdoor Advertising Sign Structures
2. Request from LSUA to Approve a Lease Agreement with the LSUA Foundation for the Construction of the Icon Corner Pond and Entrance Signage

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

Ronnie Anderson, Chairman

1. Request from LSU A&M for the Establishment of a Restricted Account in the LSU Information Technology Services for the Software Recovery Account
-

D. AUDIT COMMITTEE

Mr. Stanley Jacobs, Chairman

The Audit Committee will meet at the LSU University Administration Building in the President's Conference Room, Baton Rouge 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

Friday, December 11, 2015
Following Committee Meetings

Mr. Ray Lasseigne, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of the Board Meeting held on October 23, 2015
4. Personnel Actions Requiring Board Approval
5. Reports from the Council of Faculty and Staff Advisors
6. President's Report
7. Discussion of the Cooperative Endeavour Agreement between Biomedical Research Foundation of Northwest Louisiana (BRF), BRF Hospital Holdings, LLC (BRFHH), LSU and the State of Louisiana through the Division of Administration

NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A)(2) to discuss litigation related to Item #7.

8. Reports to the Board
 - A. 1st Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
 - B. 2015 Plan Year 3rd Quarter Report for the LSU First Health Plan
9. Approval of Consent Items
 - A. Recommendation to Approve Degrees to be Conferred at the 2015 Fall Commencement Exercises
 - B. Request from LSU Health New Orleans for Approval to Consolidate the Master of Nursing with the Master of Science in Nursing

- C. Request from LSU A&M to Approve Continued Board of Regents Designation for the Center of Research Excellence in Plant Biotechnology and Crop Development
- D. Request from LSU A&M to Approve the Establishment of an Augmented Endowed Chair and Three Endowed Professorships
 1. Edwin K. Hunter Chair in Traditions of Rhetoric and Argument in Communication Studies
 2. E.J. Ourso Professorship in Information Systems and Decision Sciences #2
 3. E.J. Ourso Professorship in Information Systems and Decision Sciences #3
 4. E.J. Ourso Professorship in Marketing Strategy
- E. Request from LSU Health New Orleans to Approve the Establishment of an Endowed Chair, Three Endowed Professorships, an Endowed Superior Graduate Student Scholarship and the Enhancements of Six Existing Endowed Professorships
 1. Cancer Crusaders Chair in Advanced Cancer Therapy Research
 2. Horatio Reily Professorship in Urology
 3. The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine
 4. Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology
 5. LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics
 6. Harry E. Dascomb, MD Professorship of Medicine
 7. Fred G. Brazda, PhD Professorship in Biochemistry
 8. Richard M. Paddison, MD Professorship of Neurology
 9. Jim Lowenstein Professorship in Medicine
 10. Gerald S. Berenson, MD Professorship in Preventive Cardiology
 11. Marie LaHasky Professorship of Family Medicine
- F. Request from LSUA to Approve the Establishment of an Endowed Professorship and an Endowed Scholarship for First Generation College Students
 1. Richard Bryan Gwartney Endowed Professorship
 2. Michael Jenkins Endowed Scholarship for First Generation College Students
- G. Request from LSU A&M for Approval to Award a Posthumous Bachelor of Science to Praneet Karki
- H. Request from LSU A&M to Approve a Servitude Agreement with The Baton Rouge Water Works Company, Burbank Drive Area, Baton Rouge

- I. Request from LSU A&M to Approve Acceptance of Donation by The Burden Foundation of Tract "A-1-A" for the Benefit of the LSU Rural Life Museum and Windrush Gardens and to Approve Electronic Gate Agreement and Amendment and Ratification of Servitude
- J. Authorization for the LSU President to Approve Football Postseason Additional Compensation in Accordance with Existing Board Policy or Coaches' Contracts

10. Committee Reports

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

James W. Moore, Jr, Chairman

B. PROPERTY AND FACILITIES COMMITTEE

Rolfe McCollister, Jr., Chairman

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

Ronnie Anderson, Chairman

11. Chairman's Report

12. Adjournment

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MINUTES

REGULAR BOARD MEETING

October 23, 2015

1. Call to Order and Roll Call

Mr. Ray Lasseigne, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the University Administration Building, Baton Rouge, Louisiana, on October 23, 2015 at 1:20 p.m.

The secretary called the roll.

PRESENT

Mr. Raymond J. Lasseigne
Chairman

Mr. Ronald R. Anderson

Mr. Garret "Hank" Danos

Mr. Stanley J. Jacobs

Mr. Lee Mallett

Mr. Jim McCreary

Mr. Robert "Bobby" Yarborough

Mr. Scott Ballard
Chairman-Elect

Mr. R. Blake Chatelain

Ms. Ann D. Duplessis

Mr. Jack E. Lawton, Jr.

Mr. Rolfe McCollister, Jr.

Mr. James W. Moore, Jr.

Ms. Clare Sanchez

ABSENT

Mr. Scott A. Angelle

Mr. J. Stephen Perry

Also present for the meeting were the following: Dr. F. King Alexander, President of LSU; Mr. Tom Skinner, General Counsel; LSU officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

Public Comments

There were no public comments to be made at the October 23, 2015 Regular Board Meeting.

2. Invocation and Pledge of Allegiance

Chairman Lasseigne recognized Dr. Kimberly Russell, Chancellor of LSU Eunice, who introduced the students and faculty member addressing the Board.

Amy "Olivia" Guidry gave the invocation. James Claiborne "Clay" Moffitt led the Pledge of Allegiance.

Faculty Member, Rob McLaughlin, M.A., R.T. (R) gave an overview of the Radiography Program at LSU Eunice. He joined LSU Eunice in 1993 and became the Director of Radiologic Technology in 1996.

3. Approval of the Minutes of the Board Meeting held on September 18, 2015

Upon motion of Mr. Yarborough, seconded by Mr. Ballard, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on September 18, 2015.

4. Personnel Actions Requiring Board Approval

Mr. Tom Skinner, General Counsel, requested approval of the Personnel Actions. He noted the executive staff had reviewed these actions and recommended Board approval.

Upon motion of Mr. Chatelain, seconded by Mr. Danos, the Board voted unanimously to approve the Personnel Actions as presented. **(Copy of Personnel Actions on file in the Office of the LSU Board of Supervisors of Louisiana State University)**

5. Reports from the Council of Faculty and Staff Advisors

Dr. Kevin Cope, President of the LSU Faculty Senate, furnished an informational report. The Council of Staff Advisors did not report.

6. President's Report

Dr. F. King Alexander, President of LSU recognized:

Dr. Larry Clark, Chancellor LSU Shreveport;

Dr. Larry Hollier, Chancellor LSU Health Sciences Center New Orleans;

Dr. Bill Richardson, VP for Agriculture & Dean of College of Agriculture, LSU Ag Ctr.;

Each provided recent activities, awards and contributions regarding respective campuses.

7. Reports to the Board

Upon motion by Mr. Ballard, and seconded by Mr. Lawton, the Board voted unanimously to accept these reports.

7A. FY 2014-2015 4th Quarter Internal Audit Summary (Written Report Only)

7B. FY 2015-2016 1st Quarter Consolidated Investment Report (Written Report Only)

7C. Fall 2015 14th Day Enrollment & Trend Report (Written Report Only)

8. Approval of Consent Agenda Items

Chair Lasseigne offered the following recommendation:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Consent Agenda items as submitted.

Upon motion of Mr. McCollister, seconded by Mr. Yarborough, the Board voted unanimously to approve the Consent resolutions.

- 8A. Request from LSU A&M to Amend the 2016 Capital Outlay Budget Request to Reflect Revised Funding Source for H.P. Long Field House: Renovation Project

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that the 2016-2017 Capital Outlay 5-Year Plan and First Year Prioritized Categories for the Louisiana State University System be amended to change funding for the following project: H.P. Long Field House Renovation (\$18M GOB).

- 8B. Recommendation from LSU Agricultural Center to Name the Multipurpose Pavilion at Grant Walker Educational Center the “Ellis S. Martin Multipurpose Pavilion”

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 multipurpose pavilion at Grant Walker Educational Center the Ellis S. Martin Multipurpose Pavilion.

- 8C. Recommendation from LSU Agricultural Center to Rename the Rice Research Station the “H. Rouse Caffey Rice Research Station”

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the renaming of the Rice Research Station the H. Rouse Caffey Rice Research Station.

Mr. McCollister noted for the record this special recognition honoring Dr. H. Rouse Caffey. Dr. Caffey has served LSU in different leadership roles over the years.

- 8D. Recommendation from LSU A&M to Name the Finance Suite in the Business Education Complex the “James O. Harp, Jr. Family Finance Suite”

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 Department of Finance Suite in the Business Education Complex, the James O. Harp, Jr. Family Finance Suite.

- 8E. Recommendation from LSU A&M to Name the Lecture Hall in the College of Engineering’s Patrick F. Taylor Hall “The Longwell Family Petroleum Engineering Lecture Hall”

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 Engineering Lecture Hall "The Longwell Family Petroleum Engineering Lecture Hall".

- 8F. Recommendation from LSU A&M to Name a new Graduate Classroom in the Business Education Complex the “In Memory of Mr. and Mrs. Harry E. McInnis, Sr. Graduate Classroom”

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of a graduate classroom in the new Business Education Complex "In Memory of Mr. and Mrs. Harry E. McInnis, Sr."

- 8G. Recommendation from LSU A&M to Name a Faculty Office in the Business Education Complex the "John R. and Eleanor D. Landon Faculty Office"

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of a faculty office in the new Business Education Complex the "John R. and Eleanor D. Landon Faculty Office".

- 8H. Recommendation from LSU to Name a Classroom in the LSU Law Center the "Frank L. Maraist Classroom"

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of a classroom in the LSU Law Center the "Frank L. Maraist Classroom".

- 8I. Request from LSU A&M for Approval of the Reauthorization of the Hurricane Center

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the request for reauthorization of the LSU Hurricane Center, subject to approval by the Board of Regents.

- 8J. Request from LSU A&M for Approval of the Full Authorization of the Professional Sales Institute

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the request for the full authorization of the Professional Sales Institute, subject to approval by the Board of Regents.

- 8K. Request from LSU A&M for Approval to Award Three Posthumous Degrees:

1. Ph.D. in Physics & Astronomy for Anton Joe
2. M.S. in Physics & Astronomy for Ishita Maity
3. Master of Music for Matthew Hollier

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize and award the degree of Doctor of Philosophy in Physics & Astronomy to Anton Joe, posthumously;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize and award the degree of Master of Science in Physics & Astronomy to Ishita Maity, posthumously;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University does hereby authorize and award the degree of Master of Music to Matthew Hollier, posthumously.

8L. Request from LSU A&M for Approval to Establish the Astronaut Scholarship in Collaboration with the Astronaut Scholarship Foundation

WHEREAS the Astronaut Scholarship Foundation has invited and approved Louisiana State University to join the ranks of institutions offering the Astronaut Scholarship; and

WHEREAS LSU, in partnership with the Astronaut Scholarship Foundation, will provide an annual funding match to the ASF scholarship contribution;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby establish the Astronaut Scholarship at Louisiana State University and A&M College.

8M. Request from LSU A&M for Approval to Establish the Following Professorships:

1. Lorraine & Leon August Professorship in Physics & Astronomy
2. Luke V. Guarisco Distinguished Professorship in American History #3
3. Wedon T. Smith Professorship in Civil Law #2

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Lorraine & Leon August Professorship in Physics & Astronomy at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named professorship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Luke V. Guarisco Distinguished Professorship in American History #3 at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named professorship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Wedon T. Smith Professorship in Civil Law #2 at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named professorship.

8N. Request from LSU A&M for Approval to Establish the Dr. Shirley C. Tucker Chair in Plant Systematics

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to establish the Dr. Shirley C. Tucker Chair in Plant Systematics at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named chair.

8O. Request from LSU A&M for Approval to Establish the Following Graduate Student Scholarships:

1. A.K. & Shirley Barton Superior Graduate Student Scholarship in Chemical Engineering
2. Carraway Foundation Graduate Excellence Scholarship
3. Charles O. Peyton Superior Graduate Student Scholarship in Chemical Engineering
4. Hannelore & Johannes Storz Graduate Student Excellence Fund
5. Kevin Kely Superior Finance Graduate Student Scholarship
6. Lorraine & Leon August Superior Graduate Student Scholarship in Physics & Astronomy
7. Mark & Carolyn Campbell Guidry Doctoral Fellowship in the Electrical & Computer Engineering Division
8. Michael A. Blue Endowed Superior Graduate Student Scholarship in Finance
9. Dr. Shirley C. Tucker Superior Graduate Student Scholarship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the A. K. & Shirley Barton Superior Graduate Student Scholarship in Chemical Engineering at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Carraway Foundation Graduate Excellence Scholarship at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Charles O. Peyton Superior Graduate Student Scholarship in Chemical Engineering at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Hannelore & Johannes Storz Graduate Student Excellence Fund at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Kevin Kelty Superior Finance Graduate Student Scholarship at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Lorraine & Leon August Superior Graduate Student Scholarship in Physics & Astronomy at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Mark & Carolyn Campbell Guidry Doctoral Fellowship in the Electrical & Computer Engineering Division at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Michael A. Blue Endowed Superior Graduate Student Scholarship in Finance at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Dr. Shirley C. Tucker Superior Graduate Student Scholarship at LSU A&M College;

and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named scholarship.

9. Committee Reports

A motion was made by Mr. McCollister, and seconded by Mr. Ballard, to approve the Committee resolutions which were unanimously approved by the Committees. The Board voted unanimously to approve all Committee resolutions.

9A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Moore, Chairman of the Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee received one (1) presentation. No action taken.

9A1. Leveraging LSU's Resources Through Strategic Partnerships: From Vision to Reality

A presentation on Leveraging LSU's Resources through Strategic Partnerships was presented. Dr. Rick Koubek gave an introduction and overview; Dr. Gil Reeve provided a Law Center realignment update; and Dr. Will Cefalu reported on the Pennington collaborations yielding results. **(Copy of the Presentation is on file in the Office of the LSU Board of Supervisors of Louisiana State University)**

9B. Finance, Infrastructure, and Core Development Committee

Mr. Danos, Vice Chairman of the Finance, Infrastructure, and Core Development Committee, reported that the Committee received two (2) recommendations and one (1) request for consideration for Board approval. It is the recommendation of the Committee that the recommendations and request receive Board approval.

9B1. Recommendation to Approve FY 2016-2017 Operating Budget Request

Dr. Layzell noted that they are still in the early process and will continue to move forward over the next several months with the preliminary request. They will continue to work with the Board of Regents on the recommended formula.

Mr. Danos asked if they are anticipating any substantial changes going forward on the present budget. Mr. Layzell stated he anticipates there will be a request for additional funds and this would include all higher education systems. At this time the amount for additional funds has not been determined.

Dr. Alexander said the four system heads have been collaborately working together on a plan to present for higher education.

Upon motion of Mr. Yarborough, seconded by Mr. Ballard, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College ("Board") does hereby provide authority to the President F. King Alexander ("President") to approve the preliminary proposed budget request for the fiscal year ending June 30, 2017, said request consisting of state appropriations and total funds for the LSU campuses and entities based on the requests of the respective campuses and entities and the preliminary Board of Regents funding formula, which requests are incorporated herein by reference;

BE IT FURTHER RESOLVED that the Board does hereby authorize the President to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2016-17 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2016-17 budget request for all LSU campuses and entities. The Board hereby delegates all such authority necessary to accomplish such purposes to the President.

BE IT FURTHER RESOLVED that the Board does hereby approve the proposed requests for operational or expanded need activities, based on the information provided by the respective LSU campuses and entities in response to the request by the higher education budget manager of the state Division of Administration, which requests are incorporated herein by reference; and

BE IT FURTHER RESOLVED that transactions included or referred to in the proposed operating budget that otherwise require Board approval are not approved by mere inclusion in the proposed operating budget.

9B2. Recommendation to Approve Fees Pursuant to the Authority Granted in Act 377 of the 2015 Legislative Session

Dr. Layzell reported to the Board that President Alexander has been working with the campuses to develop a fee proposal that would be a direct benefit for students. The fee increases being proposed will support safety and security; enhance classroom technology, and increase tutoring programs and instructors.

Upon motion of Mr. Ballard, seconded by Mr. Yarborough, the Committee voted unanimously to approve 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 the Board approves the proposed Student Excellence Fee at LSU A&M; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Student Success Center Fee at LSU in Shreveport; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Student Excellence Fee at LSU in Eunice; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approve the proposed Safety and Security Fee at LSU Health Science Center in New Orleans and that this fee can increase to no more than \$200 per year by FY 2016-2017; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Medical School Fee at LSU Health Science Center in Shreveport; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that pursuant to Act 377 of the 2015 Regular Legislative Session, each institution shall allocate an amount of not less than five percent of revenues realized from fees assessed under this authority to provide need-based financial assistance to students at the institution who are eligible to receive a Pell Grant.

Campus	Proposed Annual Fee	Estimated Gross Revenue	Estimated Net Revenue
LSU A&M	UG/GR \$256; Law \$220; Vet \$246	\$6,900,000	\$6,600,000
LSU in Shreveport	UG \$123; GR \$94	\$362,000	\$325,800
LSU at Eunice	UG \$91	\$171,000	\$162,450
LSU HSC New Orleans	UG/GR \$80	\$247,000	\$235,000
LSU HSC Shreveport	Medicine \$68	\$32,640	\$31,008

9B3. Request from LSU A&M to Authorize the President to Amend the 2004 Cooperative Endeavor and Lease Agreement with Tiger Athletic Foundation

Dr. Layzell said they have been working with TAF for a more competitive security bond. It was originally set up as a variable rate and now it will move to a fixed rate.

Upon motion of Mr. Ballard, seconded by Mr. Yarborough, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") hereby authorizes its President, Dr. F. King Alexander, or his designee, subject to satisfactory review and approval of final documents by LSU General Counsel, to execute any amendments of or modifications to the terms of the 2004 Cooperative Endeavor and Lease Agreement with Tiger Athletic Foundation ("TAF") reasonably necessary to provide for the continuation of the 2004 Cooperative Endeavor and Lease Agreement, the issuance, payment and security of the proposed 2015A Revenue Refunding Bonds and the continued security and payment of TAF's 2004, 2012 and 2015 Bond and Bank indebtedness; said amendments or modifications to contain such terms and conditions as President Alexander, or his designee, with advice of LSU General Counsel, deems to be in the best interest of the Board.

BE IT FURTHER RESOLVED, that the Board hereby authorizes its President, Dr. F. King Alexander, or his designee, to execute such other documents, certificates, approvals, agreements and consents as are reasonably necessary in connection with the issuance, payment and security of the proposed 2015A Revenue Refunding Bonds for the benefit of TAF and the continued security and payment of TAF's 2004, 2012 and 2015 Bond and Bank indebtedness.

BE IT FURTHER RESOLVED, that the Board, pursuant to the Uniform Affiliation Agreement between it and TAF, finds an acceptable University purpose for TAF to enter into any related or ancillary contracts and agreements reasonably necessary to provide for the issuance, payment and security of the proposed 2015A Revenue Refunding Bonds and related matters.

9C. Research and Economic Development Committee

Mr. McCrery, Chairman of the Research and Economic Development Committee, reported that the Committee received one (1) presentation. No action taken.

9C1. LIFT Presentation

Dr. Arthur Cooper, CEO of the LSU Research Technology and Economic Development gave an update on the Lift Program and announced the most recent Lift 2 Grant Awards. He noted this program is still in the pilot stage and is on its way to becoming one of the better commercialization for technology programs in the country.

9D. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received two (2) requests for consideration for Board approval. It is the recommendation of the Committee that the requests receive Board approval.

9D1. Request from LSU A&M to Authorize the President to Execute a Lease for Renovation and Expansion of Football Operations Center with Tiger Athletic Foundation

Upon motion of Ms. Duplessis, seconded by Mr. Moore, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease Agreement between the Board and Tiger Athletic Foundation, for renovation and expansion of the LSU Football Operations Center and any additional related agreements as may be reasonably necessary to facilitate the design and construction of the project;

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into this Lease Agreement, and any related or ancillary contracts and agreements reasonably necessary for the renovation and expansion of the LSU Football Operations Center; and,

BE IT FURTHER RESOLVED that F. King Alexander, in his capacity as President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, to include in the Lease Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

9D2. Request from LSU Agricultural Center to Approve an Agreement with Professional Specialties and University Products, LLC to Create a USDA Licensed Veterinary Biologic Facility

Upon motion of Mr. Lawton, seconded by Ms. Duplessis, the Committee voted unanimously to approve 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 Dr. F. King Alexander, President, Louisiana State University, to execute an Agreement for Lease of Facility and Commercialization of Vaccines (herein "Agreement") with Professional Specialties and University Products LLC for the purpose of leasing space to Professional Specialties in the building known as the AgCenter Isolation Facility (ACIF) located on property at the Central Research Station as more specifically described on Exhibit "E" hereto, and for the purpose of creating a USDA licensed veterinary biologic facility for development and commercialization of vaccines and pharmaceutical products.

BE IT FURTHER RESOLVED that Dr. F. King Alexander, President, Louisiana State University, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all terms and provisions that he deems in the best interest of the Board of Supervisors and to execute any and all other documents, consents and approvals required to effectuate the purposes of the Agreement.

9E. Athletic Committee

Mr. Chatelain, Chairman of the Athletic Committee, reported that the Committee received one (1) request for consideration for Board approval. It is the recommendation of the Committee that the request receive Board approval.

9E1. Request from LSU A&M to Approve Fourth Amendment to the Contract for Joe Alleva, Athletic Director

Mr. Chatelain noted that this amendment would give Mr. Alleva a one year extension on his contract.

Also, he commended Mr. Alleva and the athletic staff for the recent response to the South Carolina football game and the undertaking of relocating the event to Baton Rouge. This type of leadership and team work gives recognition to the Athletic Program at LSU.

Upon motion of Mr. Jacobs, seconded by Mr. McCollister, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the proposed fourth amendment of the contract with Athletic Director Joseph L. Alleva, including such other provisions as he, in consultation with the University General Counsel, deems to be in the best interests of LSU.

9F. Audit Committee

The Audit Committee did not meet.

10. Chairman's Report

The Chairman announced the next Board of Supervisors meeting will be held in Baton Rouge on December 11, 2015.

Chairman Lasseigne announced there would be no Audit Committee Meeting today.

11. Adjournment

Chairman Lasseigne asked for a motion to adjourn with no further business before the Board.

Upon motion by Ms. Duplessis, seconded by Mr. Yarborough, the Board voted to adjourn.

Kay Miller
Administrative Secretary
LSU Board of Supervisors

Personnel Actions Requiring Board Approval
per PM 69

December 11, 2015

Personnel Actions Requiring Board Approval per PM 69

December 11, 2015

Appointments

LSU A&M

<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Salary</u>
Koubek, Richard	12/12/15	Executive Vice President and Provost	\$350,000

Promotions/Changes in Title

LSU A&M

<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Salary Change</u>		<u>Increase</u>
Droddy, Jason	11/1/2015	Interim Vice President for Strategic Communications	\$133,523	\$166,904	20%

FY 2015-16 1st Quarter Consolidated Report on
Personnel Actions Not Requiring Board Approval
in accordance with the
Regulations of the Board of Supervisors

December 11, 2015

Personnel Actions Informational Report
Reporting Period: July 1, 2015 - September 30, 2015

LSU

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Apcar, Leonard M	8/17/15	PROFESSIONAL IN RESIDENC	100	100	130,000	130,000	0	0	0	0	Honorific	
Baldrige, Scott J	8/17/15	PROFESSOR	100	100	94,640	102,199	7,559	7.99	0	7,559	Honorific	
Boyer, Mark Edward	8/17/15	Director of School Within	100	100	144,000	144,000	0	0	0	0	Honorific	
Cope, Kevin L	8/17/15	DESIGNATED PROFESSOR	100	100	98,311	98,311	0	0	0	0	Honorific	
Devireddy, Ramachandra	8/17/15	PROFESSOR	100	100	106,078	112,278	6,200	5.84	47,144	-40,944	Honorific	
Dunaway, Johanna L	8/17/15	DESIGNATED PROFESSOR	100	100	80,000	80,000	0	0	0	0	Honorific	
Emery McClure, Ursula	8/17/15	DESIGNATED PROFESSOR	100	100	97,442	99,942	2,500	2.57	1,000	1,500	Honorific	
Francis, Joseph	8/17/15	PROFESSOR	100	100	124,169	124,169	0	0	0	0	Honorific	
Frick, Paul Joseph	8/17/15	PROFESSOR	100	100	165,000	165,000	0	0	0	0	Honorific	
Greckhamer, Thomas	5/16/15	DESIGNATED PROFESSOR	100	100	142,627	142,627	0	0	0	0	Honorific	
Isenberg, Nancy	8/17/15	DESIGNATED PROFESSOR	100	100	98,350	105,850	7,500	7.63	7,500	0	Honorific	
Macaluso, Kevin R	8/17/15	PROFESSOR	100	100	115,810	115,810	0	0	0	0	Honorific	
Marzilli, Luigi Gaetan	5/1/15	DISTINGUISHED PROFESSOR	100	100	228,620	228,620	0	0	0	0	Honorific	
Peters, Rosemary A	8/17/15	DESIGNATED PROFESSOR	100	100	64,870	64,870	0	0	0	0	Honorific	
Rai, Suresh	11/7/14	PROFESSOR	100	100	114,302	114,302	0	0	0	0	Honorific	
Sandiford, Keith A	8/17/15	DESIGNATED PROFESSOR	100	100	97,547	97,547	0	0	0	0	Honorific	
Savage, Matthew	8/17/15	ASSISTANT PROFESSOR	100	100	56,000	57,000	1,000	1.79	400	600	Honorific	
Stoner, James Reist Jr	8/17/15	Director of Academic Area	100	100	89,000	89,000	0	0	0	0	Honorific	
Sylvester, Judith L	7/1/15	DESIGNATED PROFESSOR	100	100	78,789	78,789	0	0	0	0	Honorific	
Taylor, Carol Maree	5/1/15	DEPARTMENT HEAD/CHAIR	100	100	105,858	105,858	0	0	0	0	Honorific	
Watson, Gregory J	8/17/15	ASSOCIATE PROFESSOR	100	100	88,970	88,970	0	0	0	0	Honorific	

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net	Net	Transaction	Comments
									Change - State Funds	Change - Non-State Funds		
Almog, Yaniv	8/17/15	PROFESSOR	100	100	80,366	87,081	6,715	8.36	6,715	0	Promotion Fac Rank	
Baldrige, Scott J	8/17/15	PROFESSOR	100	100	90,635	94,640	4,005	4.42	4,005	0	Promotion Fac Rank	
Borowitz, Michael Jose	8/17/15	ASSOCIATE PROFESSOR	100	100	55,084	59,787	4,703	8.54	4,703	0	Promotion Fac Rank	
Castro, Elena	8/17/15	PROFESSOR	100	100	65,763	69,294	3,531	5.37	3,531	0	Promotion Fac Rank	
Chen, Bin	8/17/15	PROFESSOR	100	100	82,016	88,797	6,781	8.27	6,781	0	Promotion Fac Rank	
Choate, Laura Hensley	8/17/15	PROFESSOR	100	100	70,923	77,260	6,337	8.94	6,337	0	Promotion Fac Rank	
Chouljenko, Vladimir N	7/1/15	ASSOCIATE PROFESSOR - RE	100	100	67,189	72,733	5,544	8.25	5,544	0	Promotion Fac Rank	
Coats, Lauren Alexandr	8/17/15	ASSOCIATE PROFESSOR	100	100	59,941	64,839	4,898	8.17	4,898	0	Promotion Fac Rank	
Dahi Taleghani, Arash	8/17/15	DESIGNATED PROFESSOR	100	100	94,879	101,174	6,295	6.63	6,295	0	Promotion Fac Rank	
Daniels-Race, Theda M	8/17/15	PROFESSOR	100	100	114,547	122,629	8,082	7.06	8,082	0	Promotion Fac Rank	
DeLong, Kristine L	8/17/15	ASSOCIATE PROFESSOR	100	100	65,805	70,937	5,132	7.8	5,132	0	Promotion Fac Rank	
Deng, Zhiqiang	8/17/15	PROFESSOR	100	100	90,200	97,308	7,108	7.88	7,108	0	Promotion Fac Rank	
Ding, Huangen	8/17/15	PROFESSOR	100	100	90,000	97,100	7,100	7.89	7,100	0	Promotion Fac Rank	
Donze, David	8/17/15	PROFESSOR	100	100	84,537	91,418	6,881	8.14	6,881	0	Promotion Fac Rank	
Elder, Bret D	8/17/15	ASSOCIATE PROFESSOR	100	100	76,724	82,293	5,569	7.26	5,569	0	Promotion Fac Rank	
Fasching-Varner, Kenne	8/17/15	ASSOCIATE PROFESSOR	100	100	65,090	70,194	5,104	7.84	5,104	0	Promotion Fac Rank	
Finley, Stephen C	8/17/15	ASSOCIATE PROFESSOR	100	100	62,278	67,269	4,991	8.01	4,991	0	Promotion Fac Rank	
Flake, John C	8/17/15	DESIGNATED PROFESSOR	100	100	105,408	113,124	7,716	7.32	7,716	0	Promotion Fac Rank	
He, Shan	8/17/15	DESIGNATED PROFESSOR	100	100	161,787	161,787	0	0	0	0	Promotion Fac Rank	
Hynes, Robert	8/17/15	PROFESSOR	100	100	82,051	88,833	6,782	8.27	6,782	0	Promotion Fac Rank	
Jackson, Joyce M	8/17/15	PROFESSOR	100	100	73,422	79,719	6,297	8.58	6,297	0	Promotion Fac Rank	
Johnson, Crystal N	8/17/15	ASSOCIATE PROFESSOR	100	100	73,907	79,363	5,456	7.38	5,456	0	Promotion Fac Rank	
Kutter, Thomas J	8/17/15	PROFESSOR	100	100	81,170	87,917	6,747	8.31	6,747	0	Promotion Fac Rank	
Li, Shisheng	8/17/15	PROFESSOR	100	100	98,054	105,476	7,422	7.57	7,422	0	Promotion Fac Rank	
Long, Ling	8/17/15	PROFESSOR	100	100	80,200	86,908	6,708	8.36	6,708	0	Promotion Fac Rank	
Macnaughtan, Megan A	8/17/15	ASSOCIATE PROFESSOR	100	100	77,426	83,023	5,597	7.23	5,597	0	Promotion Fac Rank	
Mitchell, Katherine St	8/17/15	ASSOCIATE PROFESSOR	100	100	64,421	69,498	5,077	7.88	5,077	0	Promotion Fac Rank	
Mores, Christopher N	8/17/15	PROFESSOR	100	100	113,568	121,611	8,043	7.08	8,043	0	Promotion Fac Rank	
Mukhopadhyay, Supratik	8/17/15	ASSOCIATE PROFESSOR	100	100	105,126	111,831	6,705	6.38	26,705	-20,000	Promotion Fac Rank	
Naraghi-Pour, Morteza	8/17/15	PROFESSOR	100	100	112,974	120,993	8,019	7.1	8,019	0	Promotion Fac Rank	
Nesterov, Evgueni E	8/17/15	PROFESSOR	100	100	82,810	89,622	6,812	8.23	6,812	0	Promotion Fac Rank	
Okeil, Ayman M	8/17/15	PROFESSOR	100	100	90,919	98,056	7,137	7.85	7,137	0	Promotion Fac Rank	
Radonjic, Mileva	8/17/15	ASSOCIATE PROFESSOR	100	100	94,756	101,046	6,290	6.64	29,979	-23,689	Promotion Fac Rank	
Schoegl, Ingmar Michae	8/17/15	ASSOCIATE PROFESSOR	100	100	84,932	90,829	5,897	6.94	5,897	0	Promotion Fac Rank	
Smith, Aaron P	8/17/15	ASSOCIATE PROFESSOR	100	100	76,698	82,266	5,568	7.26	5,568	0	Promotion Fac Rank	
Spieth, Darius A	8/17/15	PROFESSOR	100	100	61,500	67,460	5,960	9.69	5,960	0	Promotion Fac Rank	
Stout, Rhett Whitman	7/1/15	ASSOCIATE PROFESSOR - CL	100	100	130,912	139,348	8,436	6.44	8,436	0	Promotion Fac Rank	
Tsai, Frank Tsung-Chen	8/17/15	PROFESSOR	100	100	92,596	97,720	5,124	5.53	5,124	0	Promotion Fac Rank	
Vekhter, Ilya	8/17/15	PROFESSOR	100	100	81,255	88,005	6,750	8.31	6,750	0	Promotion Fac Rank	
Wan, Xiaoliang	8/17/15	ASSOCIATE PROFESSOR	100	100	80,240	85,950	5,710	7.12	5,710	0	Promotion Fac Rank	
Beck, Stephen D	8/1/15	ASSOCIATE VICE PRESIDENT	100	100	112,916	172,500	34,494	24.99	64,084	-4,500	Promotion Other	includes 9 to 12 month conversion
Lee, Matthew Raleigh	7/1/15	VICE PROVOST	100	100	190,549	205,000	14,451	7.58	14,451	0	Promotion Other	

LSU

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Bao, Huiming	8/17/15	PROFESSOR	100	100	107,000	107,000	0	0	0	0	Sabbatical Leave	
Barbato, Michele	8/17/15	ASSOCIATE PROFESSOR	100	100	86,700	86,700	0	0	0	0	Sabbatical Leave	
Blackmon, Jeffery C Jr	8/17/15	PROFESSOR	100	100	124,580	124,580	0	0	0	0	Sabbatical Leave	
Casbergue, Renee M	8/17/15	DESIGNATED PROFESSOR	100	100	82,546	88,546	6,000	7.27	6,000	0	Sabbatical Leave	
Catano, James V	8/17/15	Director of Academic Area	100	100	88,475	88,475	0	0	0	0	Sabbatical Leave	
Fernandez-Palacios, Ch	8/17/15	ASSOCIATE PROFESSOR	100	100	65,672	65,672	0	0	0	0	Sabbatical Leave	
Finley, Stephen C	8/17/15	ASSOCIATE PROFESSOR	100	100	67,269	33,634	0	0	-33,635	0	Sabbatical Leave	
Garand, James C	8/17/15	DESIGNATED PROFESSOR	100	100	112,580	112,580	0	0	0	0	Sabbatical Leave	
Glenum, Lara Elizabeth	8/17/15	ASSOCIATE PROFESSOR	100	100	67,729	67,729	0	0	0	0	Sabbatical Leave	
Hart, Craig	8/17/15	PROFESSOR	100	100	88,527	88,527	0	0	0	0	Sabbatical Leave	
Henninger, Katherine R	7/1/15	ASSOCIATE PROFESSOR	100	100	75,976	37,988	0	0	-37,988	0	Sabbatical Leave	
Jensen, Katharine A	8/17/15	PROFESSOR	100	100	95,553	95,553	0	0	0	0	Sabbatical Leave	
Kelley, Kelli Scott	8/17/15	PROFESSOR	100	100	67,460	67,460	0	0	0	0	Sabbatical Leave	
Kemler, Katherine P	8/17/15	Alumni Professor - Univer	100	100	102,329	102,329	0	0	0	0	Sabbatical Leave	
Kim, Yunjung	8/17/15	ASSOCIATE PROFESSOR	100	100	78,280	78,280	0	0	0	0	Sabbatical Leave	
Leitner, Michael	8/17/15	PROFESSOR	100	100	87,700	43,850	0	0	-43,850	0	Sabbatical Leave	
Liu, Chuanlan	8/17/15	ASSOCIATE PROFESSOR	100	100	84,779	84,779	0	0	0	0	Sabbatical Leave	
Mann, Robert Townley J	8/17/15	DESIGNATED PROFESSOR	100	100	133,499	133,499	0	0	0	0	Sabbatical Leave	
Marchand, Suzanne	8/17/15	BOYD PROFESSOR	100	100	155,106	155,106	0	0	0	0	Sabbatical Leave	
Oporowski, Bogdan S	8/17/15	PROFESSOR	100	100	82,227	82,227	0	0	0	0	Sabbatical Leave	
Porter, Lance	8/17/15	DESIGNATED PROFESSOR	100	100	87,566	87,566	0	0	0	0	Sabbatical Leave	
Protevi, John L	8/17/15	DESIGNATED PROFESSOR	100	100	99,591	99,591	0	0	0	0	Sabbatical Leave	
Shaw, Brian	8/17/15	ASSOCIATE PROFESSOR	100	100	70,000	70,000	0	0	0	0	Sabbatical Leave	
Sims, Winnie Loraine	8/17/15	ASSOCIATE PROFESSOR	100	100	65,246	65,246	0	0	0	0	Sabbatical Leave	
Tague, Robert G	8/17/15	Alumni Professor - Univer	100	100	85,377	85,377	0	0	0	0	Sabbatical Leave	
Walsh, Michaelene	8/17/15	ASSOCIATE PROFESSOR	100	100	63,000	63,000	0	0	0	0	Sabbatical Leave	
Wang, Ying	8/17/15	DISTINGUISHED PROFESSOR	100	100	86,476	43,238	0	0	-43,238	0	Sabbatical Leave	
Wilcox, James P	8/17/15	DESIGNATED PROFESSOR	100	100	93,310	93,310	0	0	0	0	Sabbatical Leave	
Yakimov, Milen	8/17/15	PROFESSOR	100	100	150,047	150,047	0	0	0	0	Sabbatical Leave	
Zhou, Kemin	8/17/15	DESIGNATED PROFESSOR	100	100	152,090	152,090	0	0	0	0	Sabbatical Leave	

LSU

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Fuentes-Martin, Maria	8/24/15	Associate Vice President	0	100	0	149,000	149,000	100	149,000	0	Appointment	
Tullos, Charlotte	7/1/15	Associate Vice President	0	100	0	180,000	180,000	100	180,000	0	Appointment	

LSU

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Wornat, Mary Julia	7/15/15	Dean of Major Academic Ar	100	100	132,085	222,212	60,778	37.65	90,127	0	Detail to Special Duty	

LSU

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Li, Guoqiang	8/17/15	Associate Vice Chancellor	100	100	133,413	145,000	11,587	8.69	11,587	0	Position Change	

LSU

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Bedeian, Arthur G	8/16/15	BOYD PROFESSOR	100	100	211,963	218,322	6,359	3	6,359	0	Retirement	
Byerly, Gary R	6/30/15	Dean of Major Academic Ar	100	100	200,059	200,059	0	0	0	0	Retirement	
Ferreyra, Guillermo S	6/30/15	Associate Dean of Major A	100	100	135,233	135,233	0	0	0	0	Retirement	
Gaston, Suzan Naquin	8/31/15	Director of Academic Area	100	100	107,120	107,120	0	0	0	0	Retirement	
Holton, Elwood F III	5/15/15	Director of School Within	100	100	163,509	163,509	0	0	0	0	Retirement	
Lin, Ji-Chai	8/16/15	DESIGNATED PROFESSOR	100	100	191,919	191,919	0	0	0	0	Retirement	
Lynn, John W	6/30/15	Associate Dean of Major A	100	100	105,519	105,519	0	0	0	0	Retirement	
Morales, Jorge Federic	7/31/15	PROFESSOR	100	100	86,071	86,071	0	0	0	0	Retirement	
Stickle, William B Jr	8/18/15	PROFESSOR	100	100	93,252	93,252	0	0	0	0	Retirement	

LSU

Name	Effective Date	Title	Transaction	Comments
Gaston, Suzan	8/31/15	Director Emerita	Emeritus Title	College of Human Sciences & Education
Weiss, Jack M.	8/1/15	Chancellor Emeritus	Emeritus Title	Paul M. Hebert Law Center

LSU at Alexandria

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Elder, Richard	8/17/15	PROFESSOR	100	100	47,281	50,781	3,500	7.4	3,500	0	Promotion Fac Rank	
Gilliland, Sandra	8/17/15	ASSISTANT PROFESSOR	100	100	36,000	46,000	10,000	27.78	10,000	0	Promotion Fac Rank	
Melton, Tanya G	8/17/15	PROFESSOR	100	100	44,042	47,542	3,500	7.95	3,500	0	Promotion Fac Rank	
Ordes, Kerry	8/17/15	PROFESSOR	100	100	38,740	42,240	3,500	9.03	3,500	0	Promotion Fac Rank	
Porche, Brent Elliot	7/1/15	Director of Athletics	100	100	58,000	58,000	0	0	0	0	Promotion Other	
Thaxton, Deron L	7/1/15	Vice Chancellor for Busin	100	100	104,910	115,000	10,090	9.62	10,090	0	Promotion Other	

LSU at Eunice

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Andrus, Rachel Lea	8/17/15	ASSISTANT PROFESSOR	100	100	36,725	37,725	1,000	2.72	1,000	0	Promotion Fac Rank	
Fontenot, Billy Charle	8/17/15	PROFESSOR	100	100	42,322	46,322	4,000	9.45	4,000	0	Promotion Fac Rank	
Sonnier, Angela	8/17/15	PROFESSOR	100	100	44,746	48,746	4,000	8.94	4,000	0	Promotion Fac Rank	

Paul M. Hebert Law Center

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Hall, Keith Bratton	8/13/15	DESIGNATED PROFESSOR	100	100	145,600	145,600	0	0	0	0	Promotion Fac Rank	
Hudson, Ryan Blake	8/13/15	DESIGNATED PROFESSOR	100	100	133,500	136,321	2,821	2.11	2,821	0	Promotion Fac Rank	
Sullivan, Scott M	8/13/15	DESIGNATED PROFESSOR	100	100	122,100	122,100	0	0	0	0	Promotion Fac Rank	

Pennington Biomedical Research Center

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Elks, Carrie	7/1/15	Assistant Professor-Researc	100%	100%	\$46,114	\$65,000	\$18,886	40.96%	-\$46,114	\$65,000	Promotion	Receive grant / moved full salary to grant
Yu, Sangho	7/1/15	Assistant Professor-Researc	100%	100%	\$41,600	\$60,000	\$18,400	44.23%	\$0	\$18,400	Promotion	Fully supported by grant dollars
Floyd, Zelpha (Beth)	7/1/15	Associate Professor	100%	100%	\$96,218	\$130,000	\$33,782	35.11%	\$0	\$33,782	Promotion	Fully supported by non-state dollars
Yu, Yongmei	7/1/15	Research Associate 2	100%	100%	\$34,187	\$40,000	\$5,813	17.00%	\$0	\$5,813	Promotion	

Pennington Biomedical Research Center

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Chang, Ji Suk	7/1/15	Assistant Professor-Researc	100%	100%	\$60,480	\$78,000	\$17,520	28.97%	\$0	\$17,520	Salary Adjustment	Equity issues with COBRE faculty members.

LSU Agricultural Center

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Keenan, Michael J	7/1/15	PROFESSOR	100	100	88,287	96,218	7,931	8.98	7,931	0	Promotion Fac Rank	

LSU at Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Lewis, Jerome	9/1/15	Assistant Director, Facility	100	100	35,000	50,000	15,000	42.86%	15,000	0	Promotion	
Sullivan, Tara	7/1/15	Director of Admissions	100	100	40,000	55,000	15,000	37.50%	15,000	0	Promotion	
Wood, Ashley	7/1/15	Associate Director of Director of Human	100	100	40,000	50,000	10,000	25.00%	10,000	0	Promotion	
Wolfe, Bill	7/1/15	Resources and Director of Purchasing	100	100	70,000	78,300	8,300	11.86%	8,300	0	Promotion	
Menon, Sanjay	7/1/15	Dean of Graduate Studies and Associate Professor of Management	100	100	87,525	111,973	24,448	27.93%	24,448	0	Promotion	
Atkins, Paula	7/1/15	Dean of Students	100	100	61,000	85,000	24,000	39.34%	24,000	0	Promotion (from reorganization)	
Lessiter, Julie	7/1/15	Vice Provost	100	100	70,000	105,000	35,000	50.00%	35,000	0	Promotion (from reorganization)	
Banks, Steven	8/19/15	Professor & Chair	100	100	57,918	60,918	3,000	5.18%	3,000	0	Promotion to Dept. Chair	
Gustavson, Wayne	8/19/15	Associate Professor & Chair	100	100	56,279	59,279	3,000	5.33%	3,000	0	Promotion to Dept. Chair	
Baarsch, Jon	8/19/15	Instructor & Chair	100	100	40,000	43,000	3,000	7.50%	3,000	0	Promotion to Dept. Chair	

LSU at Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Nicholson, Kristie	8/19/15	Instructor of English and Interim Director of Online Learning and Faculty Development	100	100	34,492	52,000	17,508	50.76%	17,508	0	Expansion of duties/Interim promotion	
Sherman, Brian	7/1/15	Interim Dean of Library and Assistant Librarian	100	100	50,000	70,000	20,000	40.00%	20,000	0	Expansion of duties/Interim promotion	
Keith, Shelby	7/1/15	Associate VC and CIO	100	100	89,400	105,000	15,600	17.45%	15,600	0	Expansion of duties (reorganization)	
Bartlebaugh, Brenda	7/1/15	Director of Bookstore, Campus Notary	100	100	55,000	57,500	2,500	4.55%	0	2,500	Increased duties	
Ferrell, Mike	7/1/15	Vice Chancellor for Business Affairs	100	100	106,300	121,600	15,300	14.39%	15,300	0	Expansion of duties (reorganization)	
Aamodt, Stephanie	8/19/15	Professor of Biology and Director of QEP	100	100	55,917	65,917	10,000	17.88%	10,000	0	Expansion of duties	
Gibson, Trey	8/19/15	Instructor of Communications & Director of Debate	100	100	43,000	48,000	5,000	11.63%	5,000	0	Expansion of duties	

LSU at Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Parks, Matthew	8/1/15	Network Analyst	100	100	45,000	55,300	10,300	22.89%	10,300	0	New Position	

LSU at Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Fitzgerald, Ashley	8/19/15	Instructor of Biology	100	100	32,000	45,000	13,000	40.63%	13,000	0	Equity	

LSU at Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net	Net	Transaction	Comments
									Change - State Funds	Change - Non-State Funds		
Wright, Caprice	7/1/15	Admissions Recruiter	N/A	100	0	30,000	30,000	0.00%	30,000	0	New hire	
Fulco, Tayler	7/1/15	Admissions Recruiter	N/A	100	0	30,000	30,000	0.00%	30,000	0	New hire	
Hawthorne, Melissa	8/19/15	Instructor of Education	N/A	100	0	50,000	50,000	0.00%	25,000	25,000	New hire	
Chikeleze, Michael	8/19/15	Associate Professor of Education	N/A	100	0	70,000	70,000	0.00%	70,000	0	New hire	
Wood, Lauren M.	8/3/15	Assistant Director of Admissions	N/A	100	0	40,000	40,000	0.00%	40,000	0	New hire	
Tapo, Lawauna	9/1/15	Nursing Instructor	N/A	100	0	42,000	42,000	0.00%	0	42,000	New hire	
Fechter, Madeline	8/5/15	Assistant Director of Admissions	N/A	100	0	40,000	40,000	0.00%	40,000	0	New hire	

LSU at Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net	Net	Transaction	Comments
									Change - State Funds	Change - Non-State Funds		
Derleth, Walden	9/1/15	Program Director	100	100	22,500	24,000	1,500	6.67%	0	1,500	Merit Increase	
Kent, Kate Archer	9/1/15	News Producer	100	100	43,100	44,393	1,293	3.00%	0	1,293	Merit Increase	
Edwards, Henry	9/1/15	Membership Coordinator	100	100	27,000	27,810	810	3.00%	0	810	Merit Increase	
Moran, Ranae	9/1/15	Account Executive	100	100	36,000	37,080	1,080	3.00%	0	1,080	Merit Increase	
Beckett, Bill	9/1/15	Program Director	100	100	40,000	41,200	1,200	3.00%	0	1,200	Merit Increase	

LSU at Shreveport

Name	Effective Date	Professorship Description	Salary	Stipend		Transaction	Comments
				From	To		
Shaughnessy, Timothy	FY2016	BCBS Professorship	76,465	0	3,888	Professorship Stipend	
Rubin, Harvey	FY2016	Kilpatrick Life Ins Professorship	135,423	0	40,644	Professorship Stipend	
Menon, Sanjay	FY2016	India Studies Professorship	111,973	0	5,433	Professorship Stipend	
Pederson, Bill	FY2016	American Studies Professorship	59,410	0	9,857	Professorship Stipend	
Spaht, Carlos	FY2016	AEP / SWEPCO Professorship	71,969	0	22,932	Professorship Stipend	

LSU Health Sciences Center - New Orleans

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Altier,Matthew D.	7/1/15	ASST VICE CHANCELLOR	N/A	100	N/A	215000	215000	100	N/A	N/A	HIR Appointment Unclassified	
Hicks,Chindo	9/1/15	PROFESSOR	N/A	100	N/A	165000	165000	100	N/A	N/A	HIR Appointment Unclassified	
Zimmerman,Steven T.	8/31/15	DIRECTOR OF PHYSICAL PLANT	N/A	100	N/A	140000	140000	100	N/A	N/A	HIR Appointment Unclassified	

LSU Health Sciences Center - New Orleans

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Garcia,Agustin Caballero Monge	8/17/15	CHIEF OF MEDICAL ACADEMIC AREA	5	100	N/A	200000	200000	N/A	N/A	N/A	PAY Change in Percent of Effort	
Sorensen,Ricardo U	7/1/15	CLINICAL PROFESSOR	100	75	217112	162834	-54278	-25	N/A	N/A	PAY Change in Percent of Effort	

LSU Health Sciences Center - New Orleans

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Ortenberg,Joseph	7/1/15	PROFESSOR - CLINICAL SPECIALIS	100	100	149467	170392	20925	13.9998	N/A	N/A	PAY Sal Inc - Equity Adjust Unclas	

LSU Health Sciences Center - New Orleans

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Lousteau,Bernard M	9/14/15	EXECUTIVE DIR NON ACADEMIC AREA	100	100	134620	183467	48847.1	36.2852	N/A	N/A	PRO Promotion- Unclas/Admin Duties	

LSU Health Sciences Center - New Orleans

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Lim,Rathana	7/1/15	ASSISTANT PROFESSOR	N/A	100	N/A	150000	150000	100	N/A	N/A	REH Appointment Unclass	
Lin,Hui-Yi	9/14/15	ASSOCIATE PROFESSOR	N/A	100	N/A	120000	120000	100	N/A	N/A	REH Appointment Unclass with Tenure	

LSU Health Sciences Center - Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Kim,Roger H.	7/1/15	ASSOCIATE PROFESSOR	100	100	116480	116480	N/A	N/A	N/A	N/A	DTA Tenure	
Scott,Rona S	7/1/15	ASSOCIATE PROFESSOR	100	100	102503	102503	N/A	N/A	N/A	N/A	DTA Tenure	
Tarver,Talicia A.	7/1/15	ASSOCIATE LIBRARIAN	100	100	71053	71053	N/A	N/A	N/A	N/A	DTA Tenure	
Tsunoda,Ikuo	7/1/15	ASSOCIATE PROFESSOR	100	100	100638	100638	N/A	N/A	N/A	N/A	DTA Tenure	

LSU Health Sciences Center - Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Vanchiere,Paul D.	8/17/15	DIRECTOR OF ACADEMIC AREA	N/A	100	N/A	175000	175000	100	N/A	N/A	HIR Appointment Unclassified	

LSU Health Sciences Center - Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Faour,Sheila A	8/1/15	CHIEF FINANCIAL OFFICER	100	100	208000	238992	30992	14.9	N/A	N/A	PAY Sal Inc-Expan/ Upgrade Duties	
Hedgcock,Miriam A.	8/1/15	EXECUTIVE DIR NON ACADEMIC ARE	100	100	124800	143395	18595	14.8998	N/A	N/A	PAY Sal Inc-Expan/ Upgrade Duties	

LSU Health Sciences Center - Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Horton,Rita Y	7/1/15	DEPARTMENT HEAD/CHAIR	100	100	152164	170424	18259.5	11.9999	N/A	N/A	Promotion Fac Rank	
Zhang,Wayne W.	7/1/15	PROFESSOR	100	100	135200	151424	16224	12	N/A	N/A	Promotion Fac Rank	

LSU Health Sciences Center - Shreveport

Name	Effective Date	Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction	Comments
Scott,Louie K.	8/17/15	PROFESSOR	N/A	100	N/A	130290	130290	100	N/A	N/A	REH Appt- Acad Rank Unclass	



2015 Plan Year 3rd Quarter Report for the LSU First Health Plan

As shown in the quarterly report provided on page 2, year to date performance is showing improvement over 2014 through October. Presently the plan is showing a surplus of \$2,303,085.32, which is in part due to a modest increase in premiums, reduction in stop-loss insurance expenses, and a dramatic improvement in investment earnings. As of October 31, investment earnings are showing a 65 percent increase over 2014 and credit should be given to the treasury efforts of campus Accounting Services.

Both premiums and claims are up for the year to date and while the surplus at this point in the year is encouraging we are entering the two highest months for claims. During November and December the plan historically shows substantial losses and while changes such as reducing the period for filing claims will hopefully mitigate some of the “end of the year effect” it is not expected that the surplus will be maintained.

The plan has raised premiums a modest 5 percent for the 2016 plan year, negotiated higher discounts at several major providers, and has redefined its pharmacy benefit business plan to aggressively attempt to reduce pharmacy costs. Plan administration continues to explore options for reducing plan risk and is involved in an analysis of outsourcing some elements of the plan.

A full report and an analysis of the plan’s 2015 performance will be provided for the Board of Supervisor’s March 2016 meeting.

**LSU First Health Plan
Quarterly Board Report**

<u>Income Statement</u>	As of October 2015	As of October 2014	Plan Year 2014
Revenues:			
Premiums	\$93,070,538.33	\$84,136,190.00	\$100,910,415.82
Dividends	28,290.44	36,005.84	41,629.70
Investment Earnings	608,280.90	393,106.10	461,242.21
Total Revenues	93,707,109.67	84,565,301.94	101,413,287.73
Expenses:			
Claims Paid	86,003,270.93	79,380,129.24	96,200,359.70
Stop Loss Insurance ¹	832,747.50	1,373,382.40	1,647,612.80
Administration Fees	4,568,005.92	4,302,239.30	4,811,144.67
Affordable Care Act Fees			950,792.95
Write Off	0.00	0.00	0.00
Total Expenses	91,404,024.35	85,055,750.94	103,609,910.12
Change in Fund Balance	2,303,085.32	-490,449.00	-2,196,622.39

<u>Statement of Net Assets</u>	As of October 2015	As of October 2014	Plan Year 2014
Assets:			
Cash	\$13,286,476.53	\$10,861,408.71	\$10,575,696.67
Investments	30,708,798.76	30,485,744.11	30,553,880.22
Accounts Receivable	83,341.76	284,138.57	845,325.60
Total Assets	44,078,617.05	41,631,291.39	41,974,902.49
Liabilities:			
Accounts Payable	152,004.82	377,339.60	523,217.32
Other Liabilities	0.00	0.00	0.00
IBNR (Estimated) ²	8,480,000.00	8,869,000.00	8,869,000.00
Total Liabilities	8,632,004.82	9,246,339.60	9,392,217.32
Total Net Assets	35,446,612.23	32,384,951.79	32,582,685.17

¹ Excess insurance policy to protect the Plan from catastrophic claims

² Estimated claim liabilities incurred but not reported as determined by Plan actuaries.



Recommendation to Approve Degrees to be Conferred at the 2015 Fall Commencement Exercises

To: Members of the Board of Supervisors

Date: December 11, 2015

1. Summary of Matter

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises (December 17, 18, 20).

LSU	December 18, 2015 (Diploma Ceremonies List Attached)
LSU of Alexandria	December 17, 2015 10:00 a.m. Alexandria Riverfront Center
LSU at Eunice	December 18, 2015 3:00 p.m. Health and Physical Education Building
LSU Health Sciences Center in New Orleans	Conferring Degrees Only, No Ceremony
LSU Health Sciences Center in Shreveport	Conferring Degrees Only, No Ceremony
LSU in Shreveport	December 20, 2015 2:00 p.m. CenturyLink Center
LSU School of Veterinary Medicine	No Commencement
Paul M. Hebert Law Center	Conferring Degrees Only, No Ceremony

ATTACHMENTS

- I. List of LSU Commencement Exercises

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2015 fall commencement exercises (December 17,18, 20)

FALL COMMENCEMENT

Friday, December 18, 2015

SCHEDULE OF ACTIVITIES:

Main Ceremony

Louisiana State University does not conduct a Main Ceremony in December. All degrees are conferred at the diploma ceremonies.

Diploma Ceremonies

- 8:30 a.m.** College of Engineering
Location: Maravich Assembly Center
Assemble: Assembly Center no later than 7:45 a.m.
- 9:00 a.m.** College of Agriculture
Location: Maddox Fieldhouse
Assemble: Maddox Fieldhouse no later than 8:15 a.m.
Manship School of Mass Communication
Location: Student Union Theater
Assemble: Student Union Theater no later than 8:15 a.m.
College of Music and Dramatic Arts
Location: Shaver Theatre
Assemble: Room 135 Music & Dramatic Arts Building no later than 8:15 a.m.
School of Veterinary Medicine
Location: Room 1212-C, School of Veterinary Medicine
Assemble: Room 1212-C, School of Veterinary Medicine no later than 8:45 a.m.
- 11:30 a.m.** College of Humanities & Social Sciences
Location: Maravich Assembly Center
Assemble: Maravich Assembly Center's southwest and northwest portals no later than 10:45 a.m.
- 12:30 p.m.** College of Art and Design
Location: Student Union Theater
Assemble: Student Union Theater no later than 11:45 a.m.
School of the Coast and Environment
Location: Dalton Woods Auditorium, Energy, Coast & Environment Building
Assemble: Rotunda Lobby no later than 12:00 p.m.
College of Science
Location: Maddox Fieldhouse
Assemble: Maddox Fieldhouse no later than 11:45 a.m. Procession begins at 12:20 p.m.
- 3:00 p.m.** College of Human Sciences and Education
Location: Maravich Assembly Center
Assemble: Assembly Center's northwest portal no later than 2:00 p.m. Procession begins at 2:45 p.m.
- 6:00 p.m.** E. J. Ourso College of Business
Location: Maravich Assembly Center
Assemble: Assembly Center's northwest portal no later than 5:15 p.m. Procession begins at 5:45 p.m.



Request from LSU Health New Orleans for Approval to Consolidate the Master of Nursing with the Master of Science in Nursing

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of Matter

Louisiana State University Health Sciences Center – New Orleans School of Nursing is requesting to consolidate the Master of Nursing in Nursing Administration with the Master of Science in Nursing, Nurse Educator. The consolidated degree would be the Master of Nursing with concentrations in Nurse Education and Clinical Nurse Leader. The consolidation of these two programs will utilize the same core courses as the existing degrees, but would provide students the opportunity to focus on training for an administrative leadership role or educator role in an acute or primary care setting. The consolidation would also give the program consistency with national changes in nursing role specialization titles. The mid-level nursing manager is now identified as the Clinical Nurse Leader (Master’s level) and the higher level nurse executive role is nationally considered the Executive Nurse Leader (a doctoral level role). The Clinical Nurse Leader concentration will prepare graduates for certification as a Clinical Nurse Leader (CNL). The Nurse Education concentration will prepare graduates for certification as a Certified Nurse Education (CNE). Dual majors can complete both certifications.

2. Review of Documents Related to Referenced Matter

This request has been reviewed and approved by the appropriate campus faculty and academic administrators, the Executive Vice President and Provost, and the President.

3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to consolidate the Master of Nursing with the Master of Science in Nursing, pending approval by the Board of Regents.



**Request from LSU A&M to Approve Continued Board of Regents
Designation for the Center of Research Excellence in Plant
Biotechnology and Crop Development**

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of the Matter

In June 2013, the Louisiana Board of Regents approved the special designation of Center of Excellence for units, programs, or functional areas in the Louisiana higher education system that are “accountable to higher expectation of performance and productivity, including contributions to the body of knowledge and to economic development, placement of graduates, generation of external interest and support, formation of joint ventures and partnerships, and positive recognition of the area and its faculty and students.” The Center of Research Excellence in Plant Biotechnology and Crop Development is the first designation for LSU, approved by the Board of Regents in the fall of 2014 for initial (conditional one-year) designation.

The purpose of the Center of Research Excellence in Plant Biotechnology and Crop Development is to develop pioneering and transformational solutions for the challenges facing agriculture (particularly crop production) in the 21st century. The Center currently involves LSU A&M, LSU AgCenter, and other Louisiana institutions of higher education as dictated by appropriate faculty expertise. The Center continually seeks to foster collaborative approaches to innovation and discovery among faculty in Louisiana institutions and through partnerships with public and private sectors that allow the center to provide leadership in plant biotechnology and crop development including genomics, molecular biology, breeding and protection. Particular emphasis is placed on the development of technologies that will meet future needs in crop production including yield enhancement, biotic and abiotic stress tolerance, and improved nutritional composition of crops, all of which are critical to feed an expanding world population. The development of these novel traits that can be used in plant biotechnology for crop germplasm and the release of commercial crop varieties (rice, wheat, sweet potatoes, sugarcane) will document the performance of the Center. In addition, the cooperation of basic and applied plant biologists will enhance training programs for students in the areas of biotechnology and crop development, areas that are expected to suffer from workforce shortages in the future.

Louisiana has a number of scientists working independently in basic biotechnology, characterizing novel plant traits or conventional crop development. The Center has successfully identified 30 scientists (and their students) from not only LSU and the LSU AgCenter, but also at the University of Louisiana-Lafayette, who have already participated in three collaborative events this year sponsored by the Center. The Center, though in its initial stages, ultimately serves as a foundation of resources to prioritize and coordinate innovative research activities and avoids unnecessary duplication of efforts. With faculty expertise in the Land-Grant missions of research, extension, and teaching, the Center is currently designing curricula for both undergraduate and graduate student education in applied plant

biology and agriculture sciences through an interdisciplinary undergraduate minor and graduate certificate program.

Faculty at LSU and the LSU AgCenter associated with plant biology, biotechnology, and crop development collaborate and develop curricula among varied disciplines that further facilitates educational opportunities within LSU, among other Louisiana universities, and the international community. For example, the Center is currently in collaboration with faculty beyond the plant sciences disciplines, truly demonstrating its interdisciplinary message. Faculty in the College of Engineering have established partnerships with faculty in the Department of Biological Sciences and the AgCenter to develop a national proposal for an Engineering Research Center (ERC) addressing needs across the Food-Water-Energy Nexus.

Participants in the Center have been very successful in receiving extramural funding. Funding from Louisiana's plant commodity boards and private industry support to Center faculty exceeded \$1.3 million during 2015. The relationships established and strengthened by the activities of the Center are expected to result in a greater volume of funding proposals to USDA, NSF, and other agencies. Consequently, involvement in this Center will expose researchers to perspectives, expertise, and sources of funding to which they would ordinarily not be exposed. In addition, patenting and commercialization of LSU crop varieties, both domestically and internationally, currently generates approximately \$8 million in annual royalties. The collaborative activities of the Center can be expected to increase the generation of patents and licensing in this area.

2. Review of Business Plan

The Center has received no direct funding during the initial year. The Center is funded through a variety of sources including direct state appropriations and appropriations through faculty, federal funding through faculty, and awards from industry, crop checkoff, and federal and international sources. Proposals for these awards are submitted regularly.

3. Review of Documents Related to Referenced Matter

A detailed proposal is on file within the LSU System Office of Academic Affairs.

4. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the request for the continued Board of Regents designation for the Center of Research Excellence in Plant Biotechnology and Crop Development, subject to approval by the Board of Regents.



Request from LSU A&M to Approve the Establishment of an Augmented Endowed Chair and Three Endowed Professorships

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of Matter

Augmented Endowed Chair - Significant donations have been made to the LSU Foundation to establish an endowed chair and qualify for Board of Regents Support Fund (BoRSF) matching funds. The Louisiana Board of Regents approved Endowed Chairs Subprogram matches non-State contributions of at least \$600,000 with \$400,000 increments from the BoRSF. Formal establishment is now being sought for an augmented Endowed Chair based on additional donations of \$600,000.

The following augmented Endowed Chair is proposed based on additional donations of \$600,000:

- Edwin K. Hunter Chair in the Traditions of Rhetoric and Argument in Communication Studies

Endowed Professorships - Significant donations have been made to the LSU Foundation to establish an endowed professorship and qualify for Board of Regents Support Fund (BoRSF) matching funds. Approved by the Louisiana Board of Regents in the 1990-91 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

The following Endowed Professorship is proposed based on donations totaling \$420,000:

- E.J. Ourso Professorship in Information Systems and Decision Sciences #2

The following Endowed Professorship is proposed based on donations totaling \$360,000:

- E.J. Ourso Professorship in Information Systems and Decision Sciences #3

The following Endowed Professorship is proposed based on donations totaling \$600,000:

- E.J. Ourso Professorship in Marketing Strategy

2. Review of Documents Related to Referenced Matter

Supporting materials for the chair and professorships are in order.

3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to establish the augmented Edwin K. Hunter Chair in the Traditions of Rhetoric and Argument in Communication Studies;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Information Systems and Decision Sciences #2;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Information Systems and Decision Sciences #3;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Marketing Strategy;

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named chair and professorships.



Request from LSU Health New Orleans to Approve the Establishment of an Endowed Chair, Three Endowed Professorships, an Endowed Superior Graduate Student Scholarship and the Enhancements of Six Existing Endowed Professorships

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of Matter

Endowed Chair - A significant donation has been made to the LSU Foundation for LSU Health New Orleans to establish an endowed chair and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Chairs Subprogram matches non-State contributions of at least \$600,000 with \$400,000 increments from the BoRSF.

Endowed Professorships – Significant donations have been made to the LSU Foundation for LSU Health New Orleans to establish endowed professorships and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

Endowed Superior Graduate Student Scholarship - Significant donations have been made to the LSU Foundation for LSU Health New Orleans to establish an Endowed Superior Graduate Student Scholarship and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first-professional students as well as post-doctoral fellows. Income above the corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and field work.

2. Review of Documents Related to the Matter

Supporting materials for the chair are in order

3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

ATTACHMENTS

I. List of Requested Endowments and Donation Amounts

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to establish the Cancer Crusaders Chair in Advanced Cancer Therapy Research at LSU Health New Orleans;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the Horatio Reily Professorship in Urology;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to enhance the Harry E. Dascomb, MD Professorship of Medicine;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to enhance the Fred G. Brazda, PhD Professorship in Biochemistry;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to enhance the Richard M. Paddison, MD Professorship of Neurology;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to enhance the Jim Lowenstein Professorship of Medicine;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to enhance the Gerald S. Berenson, MD Professorship in Preventive Cardiology;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to enhance the Marie LaHasky Professorship of Family Medicine;

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment or enhancement of the referenced endowment requests.

Louisiana State University Health Sciences Center – New Orleans
List of Requested Endowments and Donation Amounts
12/11/2015

<i>Endowed Chair</i>	<i>Donation Amount</i>
Cancer Crusaders Chair in Advanced Cancer Therapy Research	\$600,000
<hr/>	
<i>New Endowed Professorships</i>	<i>Donation Amount</i>
Horatio Reily Professorship in Urology	\$60,000
The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine	\$60,000
Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology	\$60,000
<hr/>	
<i>Endowed Superior Graduate Student Scholarship</i>	<i>Donation Amount</i>
LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics	\$180,000
<hr/>	
<i>Enhanced, Existing Endowed Professorships</i>	<i>Donation Amount</i>
Harry E. Dascomb, MD Professorship of Medicine	\$60,000
Fred G. Brazda, PhD Professorship in Biochemistry	\$60,000
Richard M. Paddison, MD Professorship of Neurology	\$60,000
Jim Lowenstein Professorship of Medicine	\$60,000
Gerald S. Berenson, MD Professorship in Preventive Cardiology	\$120,000
Marie LaHasky Professorship of Family Medicine	\$180,000



Request from LSUA to Approve the Establishment of an Endowed Professorship and an Endowed Scholarship for First Generation College Students

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of Matter

Endowed Professorship - A significant donation has been made to the LSU Foundation for LSU Alexandria to establish an endowed professorship and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

The following Endowed Professorship is proposed based on donations \$60,000:

- Richard Bryan Gwartney Endowed Professorship

Endowed Scholarship for First Generation College Students - Substantial donations have been made to the LSU Foundation for LSU Alexandria to establish an Endowed Scholarship for First Generation College Students and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Scholarships matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to increase college access and success for low income 1st generation students, enhance institutional efforts to provide need-based aid to undergraduate students and to provide additional opportunities for benefactors to support Louisiana's college and university students.

The following Endowed Scholarship is proposed based on donations of \$60,000:

- Michael Jenkins Endowed Scholarship for First Generation College Students

2. Review of Documents Related to the Referenced Matter

Supporting materials for the chair and professorships are in order

3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to establish the Richard Bryan Gwartney Endowed Professorship at LSUA;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the request to establish the Michael Jenkins Endowed Scholarship for First Generation College Students;

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named professorship and scholarship.



Request from LSU A&M for Approval to Award a Posthumous Bachelor of Science to Praneet Karki

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of Matter

Louisiana State University and Agricultural and Mechanical College is requesting approval to award a Bachelor of Science in Biological Engineering posthumously to **Praneet Karki**, who passed away suddenly in November 2015. At the time of his death, Mr. Karki was in good academic standing and enrolled in the last class needed to complete his degree requirements. This request is supported by the teaching faculty of Biological & Agricultural Engineering and endorsed by Assistant Dean Joseph Odenwald. By awarding this degree, the University recognizes Mr. Karki's accomplishments and academic achievements as a student at LSU.

2. Review of Documents Related to Referenced Matter

This request has been reviewed and approved by the appropriate campus faculty and academic administrators, the Executive Vice President and Provost, and the President.

3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to award a posthumous Bachelor of Science in Biological Engineering to Praneet Karki.



Request from LSU A&M to Approve a Servitude Agreement with The Baton Rouge Water Works Company, Burbank Drive Area, Baton Rouge

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8, D.2 (a), this matter is a Significant Board Matter.

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by the University.

1. Summary of Matter

Louisiana State University and Agricultural and Mechanical College (LSU) has received a request for a 10 foot permanent servitude with The Baton Rouge Water Works Company for construction of a pipeline to transport water on and across LSU property. The purpose of the proposed line is to tie into the existing line on Burbank to maximize water pressure for fire protection due to a deficiency in the area as requested by the Baton Rouge Fire Department. The construction of the proposed line will help the Baton Rouge Fire Department maintain their class one rating.

LSU is in agreement with the servitude request and has worked with The Baton Rouge Water Company to develop the best possible route to minimize impact to operations and future developments.

LSU is further requesting the Board of Supervisors to authorize and empower the President at this time to sign the Servitude Agreement.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

None

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Servitude Agreement

6. Parties of Interest

LSU Board of Supervisors
The Baton Rouge Water Company
Baton Rouge Fire Department

7. Related Transactions

None

8. Conflicts of Interest

None

ATTACHMENTS:

- I. Memorandum from Vice President Dan Layzell
- II. Letter from Tom Butler, Rampart Resources, Representing The Baton Rouge Water Company
- III. Servitude Agreement
 - a. With Exhibit "A" map

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Servitude Agreement with The Baton Rouge Water Works to construct a pipeline for the purpose of transporting water across LSU property.

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the Servitude Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.



Finance & Administration

November 30, 2015

To: F. King Alexander, LSU President

RE: Request for Board Approval of 10 Foot Servitude with Baton Rouge Water Works Company

In accordance with Article VII, Section 8, D.2(a) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, I am submitting the attached documents to request Board Approval of a 10 foot permanent servitude with the Baton Rouge Water Works Company. The Servitude is necessary to maximize water pressure for fire protection due to a deficiency in the area as requested by the Baton Rouge Fire Department.

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at the next meeting.

The information submitted herewith is complete and accurate and to the best of my knowledge, I have provided all necessary documentation and am seeking your review and favorable consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel T. Layzell", is written over a printed name and title.

Daniel T. Layzell
Vice President for Finance and Administration/CFO



[225] 387.3573 OFFICE • [225] 387.3575 FAX • www.rampartresources.net
7915 Wrenwood Blvd., Suite C, Baton Rouge, LA 70809 • P.O. Box 4537, Baton Rouge, LA 70821

November 4, 2015

Mr. Danny Mahaffey
Louisiana State University
Office of Property and Facilities
Facility Services Building
Room 110 B
Coba, Ln.
Baton Rouge, LA 70803

**RE: Baton Rouge Water Works Company Servitude
 Burbank Dr. Area - Baton Rouge, LA**

Dear Mr. Mahaffey:

The Baton Rouge Water Works Company is requesting a servitude from LSU 10' in width to construct and maintain a new water line. The proposed servitude is shown on Exhibit "A" of the enclosed servitude agreement.

The purpose of the proposed line is to tie into our existing line on Burbank to maximize water pressure for fire protection due to a deficiency in the area as requested by the Baton Rouge Fire Department. With the construction of the proposed line we are attempting to help the Baton Rouge Fire Department maintain their class one rating.

Do not hesitate to contact me if you have any questions or if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'TAB', is written over a horizontal line.

Thomas A. Butler
Representing The Baton Rouge Water Works Company

TAB/cc

Encl.

SERVITUDE AGREEMENT

State of Louisiana
Parish of East Baton Rouge

THIS grant made the ____ day of _____, 2015

By BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE a body politic, organized and existing under the Constitution and statutes of the State of Louisiana, herein represented by _____, President of Louisiana State University System, Duly Authorized GRANTOR (whether one or more) to THE BATON ROUGE WATER WORKS COMPANY, a Louisiana corporation domiciled in the City of Baton Rouge, Louisiana, GRANTEE.

WITNESSETH: For a valuable consideration hereby acknowledged and upon the terms and provisions hereinafter expressed, the Grantor hereby grants and establishes in favor of Grantee, its successors and assigns, a servitude to enter upon, lay, run and maintain pipes, mains and connections for the transportation of water on and across the following described property, situated in the Parish of East Baton Rouge, State of Louisiana, to wit:

A certain tract or parcel of ground, together with all buildings and improvements thereon, located in Sections 56 and 57, Township 8 South, Range 1 West, Parish of East Baton Rouge, State of Louisiana, being bounded on the north by Burbank Drive, bounded on the east by shopping center, bounded on the southwest by Nicholson Drive.

Said servitude being more particularly described as follows:
Starting at P.O.B. of 30.401589 Latitude and -91.181408 Longitude, then North 7 degrees 24 minutes 28 seconds East for 592.27 feet, then North 6 degrees 2 minutes 48 seconds West for 10 feet along Burbank Drive, then South 7 degrees 4 minutes 46 seconds West for 388 feet, then South 32 degrees 43 minutes 12 seconds East for 10 feet along Nicholson Drive to the P.O.B.

All as more particularly shown on the sketch shown on Exhibit "A" and also including the right to locate such facilities within the adjacent road right of way for the purpose of crossing such right of way, or as may be necessitated by physical conditions. Grantee shall have the right at all times to enter upon said premises, for the purpose of installing, inspecting, repairing, removing or changing said pipes, mains and connections and for such other purposes as may be necessary for the full use of the rights herein granted. Grantee will make its installations at a depth that will not interfere with the ordinary surface use of said premises; and Grantee will, at its expense, refill its excavations, regrade and place the property as nearly as practicable in its original condition. All of the stipulations herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

To the extent allowed by applicable law, Grantee shall, at its sole cost and expense, pay, protect, indemnify and save harmless Grantor against and from any and all claims on behalf of any person arising from Grantee's facilities or from any exercise by Grantee or Grantee's agents, officers, employees, contractors, licensees, assignees or permittees of any of the rights granted herein, except to the extent caused by the fault, negligence, or willful acts of Grantor or any of its agents, officers, contractors or employees.

IN WITNESS WHEREOF, the parties hereto have signed these presents as of the day, month and year first above written, in the presence of the undersigned competent witnesses.

See Sketch attached as Exhibit "A"

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

WITNESSES AS TO GRANTOR:

By: _____
Grantor:

WITNESSES AS TO GRANTEE:

THE BATON ROUGE WATER WORKS COMPANY

By: _____
Grantee: HAYS D. OWEN
Sr. Vice President and Chief Administrative Officer

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, on this day, personally came and appeared _____, who being sworn, acknowledged that HE executes the above and forgoing servitude agreement as a subscribing witness and that it was executed by _____ as his own true and voluntary act in his presence and in the presence of the other subscribing witness.

Sworn to and subscribed before me this ____ day of _____, 2015.

Notary Public



Exhibit "A"

Burbank Dr.

Shopping Center

Board Of Supervisors of
Louisiana State University
and Agricultural and Mechanical College

10' The Baton Rouge Water Works
Company Servitude

Nicholson Dr.

7/d

7/d

588' +/-

P.O.B.

Servitude Granted The Baton Rouge Water Works Company by
Board of Supervisors Louisiana State University and Agricultural and Mechanical College.
This sketch was compiled from other maps for the sole purpose of showing a servitude location.
It does not and is not intended to constitute a survey of the property shown.



Request from LSU to Approve Acceptance of Donation by The Burden Foundation to LSU of Tract “A-1-A” for the Benefit of the LSU Rural Life Museum and Windrush Gardens and to Approve Electronic Gate Agreement and Amendment and Ratification of Servitude of Passage

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8, D.2 (g), this matter is a Significant Board Matter.

D.2 (g) Acceptance of donations to an entity of the University made by a non-governmental person or entity of: (i) any immovable property or (ii) movable property in an amount greater than \$125,000.

1. Summary of Matter

In 2007 John Carlton Monroe III and Frances Hochenedel Monroe (Donor) donated to the Burden Foundation a 0.949 acre tract. The Burden Foundation (Burden) then donated the tract to LSU (Donee) to facilitate expansion and construction of a welcome center for the LSU Rural Life Museum. The attached proposed donation, containing 1.083 acres and designated as Tract “A-1-A” is similar in structure and detail to that donation. Donation of the property benefits the LSU Rural Life Museum and Windrush Gardens.

By virtue of an Act of Partition dated June 15, 1959, a private servitude of passage was created measuring fifty feet in width affecting the Property. In 2001, an Agreement between LSU and Donor provided for regulation of access to the Servitude of Passage and the sharing of expenses related to an electronic security gate. Then in 2007 the Servitude was amended jointly to establish the Servitude Extension fifth feet in width for the use of LSU and Donor. Simultaneously with the donation of Tract “A-1-A”, an Electronic Gate Agreement and Amend & Ratification of Servitude of Passage is requested.

Donor reserves all oil, gas and minerals in, on or under the property and all rights thereto, but waives any right to use or disturb the surface of the property.

Restrictions on the use of the property:

1. The Property may not be used for commercial purposes except as incidental to activities of and consistent with the mission of the Burden Museum & Gardens or its successors.
2. No part of the Property shall be used for a public park, golf course, tennis courts, or other athletic facilities. No building or above ground structure or vehicle parking area may be built or erected on the Property without the prior written consent of Donor.
3. The Property shall be used primarily for the preservation of rural culture and horticulture, ecological and wetlands research and preservation, forestry research and preservation, woodlands and natural habitat preservation, and educational activities related thereto, or alternatively, the Property may be treated and used as part of the “Wooded Area” described in the document entitle “Restated Master List of Conditions to Donations” affecting the adjoining property and recorded as Original 94, Bundle 11479, of the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.
4. Donee shall maintain the Property in a first class condition and administer the Property as would a prudent administrator.
5. This act of donation is also subject to conditions in the certain Act of Donation and Acceptance of the Property to Donor from John Carlton Monroe III and Frances Hochenedel Monroe dated the date hereof and recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; Donee expressly assumes any and all obligations contained therein.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

None

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

- Act of Donation and Acceptance of Tract “A-1-A” by John Carlton Monroe, III, and Frances Hochenedel Monroe to the Burden Foundation
- Act of Donation and Acceptance of Tract “A-1-A” from The Burden Foundation to the LSU Board of Supervisors.
- A copy of the survey showing the subdivision of the larger Monroe Tract “A-1” into four tracts, being Tract “A-1-B”, A-1-C” and A-1-D” which the Mr. and Mrs. Monroe will retain and Tract “A-1-A” which will be donated to The Burden Foundation, which in turn will donate the Tract to the LSU Board of Supervisors.
- Electronic Gate Agreement and Amendment and Ratification of Servitude of Passage between LSU Board of Supervisors and John Carlton Monroe, III and Frances Hochenedel Monroe.

6. Parties of Interest

LSU Board of Supervisors
The Burden Foundation

John Carlton Monroe III and Frances Hochenedel Monroe

7. Related Transactions

None

8. Conflicts of Interest

None

ATTACHMENTS:

- I. Letter from Vice President Daniel Layzell
- II. Letter dated August 5, 2015 from Robert A. Hawthorne, Jr., The Burden Foundation
- III. Act of Donation and Acceptance from the Burden Foundation to LSU Board of Supervisors
- IV. Act of Donation and Acceptance from John Carlton Monroe III and Frances Hochenedel Monroe to the Burden Foundation
- V. Electronic Gate Agreement and Amendment and Ratification of Servitude of Passage
- VI. 2001 Amendment to Servitude with map showing electronic gate
- VII. Restated Master List of Condition to Donations

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Act of Donation and Acceptance between The Burden Foundation and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, of property herein described as the Monroe Tract “A-1-A” to benefit the LSU Rural Life

Museum and Windrush Gardens and to execute the Electronic Gate Agreement and Amendment and Ratification of Servitude of Passage.

BE IT FURTHER RESOLVED that F. King Alexander, in his capacity as President of LSU, be and he is authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in said Act of Donation and Acceptance, and Electronic Gate Agreement and Amendment and Ratification of Servitude of passage any terms, conditions, amendments, or extensions that he may deem in the best interest of the Board of Supervisors and to execute any and all other documents, consents and approvals required to effectuate the purposes of the Agreement.



Finance & Administration

November 30, 2015

To: F. King Alexander, LSU President

RE: Request for Board Approval of
Acceptance of Donation by The Burden Foundation
To LSU Rural Life Museum and Windrush Gardens and
To Approve Electronic Gate Agreement and Amendment and
Ratification of Servitude of Passage

In accordance with Article VII, Section 8, D.4(c) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, I am submitting the attached documents to request Board Approval of Acceptance of Donation by the Burden Foundation to LSU Rural Life Museum and Windrush Gardens and to Approve Electronic Gate Agreement and Amendment and Ratification of Servitude of Passage.

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at the next meeting.

The information submitted herewith is complete and accurate and to the best of my knowledge, I have provided all necessary documentation and am seeking your review and favorable consideration.

Your assistance is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel T. Layzell", is written over a light blue circular stamp.

Daniel T. Layzell
Vice President for Finance and Administration/CFO

THE BURDEN FOUNDATION

P.O. Box 3513
Baton Rouge, Louisiana 70821

August 5, 2015

Dr. Jane Cassidy
Vice Provost
146 Thomas Boyd
Louisiana State University
Baton Rouge, LA 70803-3103

Dr. John S. Russin
Vice Chancellor
LSU Ag Center
104 Efferson Hall
Baton Rouge, LA 70803

Re: Burden Museum & Gardens --
John C. Monroe, III property

Gentlemen:

Enclosed you will find copies of three proposed documents for your review and consideration. These documents pertain to property presently owned by John and Frances Monroe adjacent to Windrush Gardens at the Burden Museum & Gardens owned by LSU. They can be briefly described as follows:

- The first document modifies an existing agreement pertaining to the electronic gate located on the servitude leading into the Burden Museum & Gardens property from Burden Lane. The change is in paragraph number 1 on the second page of the document.
- The second document is a proposed act of donation by Mr. and Mrs. Monroe of a 1.083 acre tract to The Burden Foundation containing certain conditions.
- The third document is a proposed act of donation from The Burden Foundation to LSU of that same property containing certain conditions.

I am also enclosing a copy of the survey showing the lot which is the subject of the donations and which is awaiting approval by the appropriate offices of the City of Baton Rouge and Parish of East Baton Rouge.

The donation to LSU refers to a set of Master Conditions affecting the property comprising Burden Museum & Gardens. For your convenience I am also enclosing a copy of that document which has been recorded in the real estate records of East Baton Rouge Parish.

In 2007 Mr. and Mrs. Monroe generously donated to LSU a 0.949 acre tract to facilitate expansion and construction of a welcome center for the LSU Rural Life Museum. The currently proposed transaction is similar in structure and detail to that donation. Modification of the gate agreement seems appropriate because upon completion of the proposed transaction the gate will be entirely on LSU property.

Please obtain approval for LSU to formally accept the donation from The Burden Foundation and to modify the gate agreement. We anticipate that all three documents would be executed at the same time and that the acts of donation would be recorded immediately thereafter with appropriate resolutions attached. It is important to the Monroes that all of this be accomplished before the end of this calendar year.

Let me know if you have any questions or if can be of further assistance in expediting this transaction.

Sincerely,



Robert A. Hawthorne, Jr.
President, The Burden Foundation

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ACT OF DONATION AND ACCEPTANCE

BE IT KNOWN that, on the dates set forth hereinbelow, before us, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE BURDEN FOUNDATION, a nonprofit corporation organized under the laws of the State of Louisiana, with a mailing address of c/o Robert A. Hawthorne, Jr., P.O. Box 3513, Baton Rouge, Louisiana 70821, represented by Robert A. Hawthorne, Jr., its President, duly authorized by virtue of a resolution adopted by its Board of Directors, a certified copy of which is attached hereto and made a part hereof (hereinafter referred to as "**Donor**"),

who, being first duly sworn, did declare that, for and in consideration of Donor's interest in the furtherance of the research mission of the Donee, Donor does here, by these presents, irrevocably give, grant, confirm and donate, with warranty of title only and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, subject to all the terms and conditions contained in this act, unto:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by the President of the Louisiana State University System, duly authorized, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. 72-6000848) (hereinafter referred to as "**Donee**");

all of the following described property, subject to any and all existing servitudes, including, but not limited to that 50' servitude or right of passage created by act dated June 15, 1959, and recorded in Original 39, Bundle 4440, and with Donor reserving the right to use all existing servitudes appurtenant thereto (the "**Property**"), the possession and delivery of which Donee acknowledges, to-wit:

A certain tract or parcel of ground, together with all improvements situation thereon, situation in 41, T7S, R1E, Greensburg Land District, Parish of East Baton Rouge, State of Louisiana, and being more particularly described in Exhibit "A" attached hereto;

Donor reserves any and all mineral rights in and to the Property, including all executive rights, but waives any right to use or disturb the surface of the Property.

TO HAVE AND TO HOLD said Property, unto said Donee, its successors and assigns, forever.

This act of donation is given and accepted without any warranty whatsoever as to the condition or fitness of the Property for any purpose, whether express or implied, including, but

not limited to, any warranties against redhibitory defects, and Donee declares that it has had ample opportunity to examine the Property in connection with the use the Donee intends to make of the Property, and that it accepts the Property "as-is," "where-is," and "with all faults." Donee acknowledges and declares that neither Donor nor any party, whomever, acting or purporting to act in any capacity whatsoever on behalf of Donor, has made any direct, indirect, explicit or implicit statement, representation or declaration whether by written or oral statement or otherwise, and upon which Donee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property. To the maximum extent allowed by law, Donee expressly waives warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, any other applicable state or federal law, and the jurisprudence thereunder. By its signature, Donee expressly acknowledges all such waivers and its existence of Donee's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548.

This act of donation is given and accepted subject to any and all restrictions, servitudes and other matters of record affecting said Property, and in addition the following special conditions which are hereby imposed as restrictive covenants running with the land:

1. The Property may not be used for commercial purposes except as incidental to activities of and consistent with the mission of the Burden Museum & Gardens or its successors.
2. No part of the Property shall be used for a public park, golf course, tennis courts, or other athletic facilities. No building or above ground structure or vehicle parking area may be built or erected on the Property without the prior written consent of Donor.
3. The Property shall be used primarily for the preservation of rural culture and horticulture, ecological and wetlands research and preservation, forestry research and preservation, woodlands and natural habitat preservation, and educational activities related thereto, or, alternatively, the Property may be treated and used as part of the "Wooded Area" described in the document entitled "Restated Master List of Conditions to Donations" affecting the adjoining property and recorded as Original 94, Bundle 11479, of the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.
4. Donee shall maintain the Property in a first class condition and administer the Property as would a prudent administrator.
5. This act of donation is also subject to conditions in that certain Act of Donation and Acceptance of the Property to Donor from John Carlton Monroe III and Frances Hochenedel Monroe dated the date hereof and recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; Donee expressly assumes any and all obligations contained therein.

Donee may apply in writing to Donor for confirmation that a specific use or activity for all or a portion of the Property will not violate these conditions, and Donor shall respond within a reasonable time.

Donor reserves the right of return. If Donee should fail to comply with or fail to perform any of the conditions stated above or violate any of the conditions or agreements contained herein, and should such non-performance, failure or violation continue for a period of ninety (90) days after Donor shall have served written notice on Donee by certified or registered mail describing the non-performance, failure or violation, then Donor shall have the right to revoke or dissolve this act of donation. Failure to strictly and promptly enforce the conditions and other obligations imposed by this act of donation shall not operate as a waiver of rights, and either party expressly reserves the right always to strictly enforce such conditions, and other obligations, regardless of any indulgences or extensions.

Any successor in interest to Donee shall be bound by the obligations of this act of donation. In the event Donee is dissolved, merged or ceases to exist in such a manner that its successor to the Property is not an institution, agency or public body devoted to the same purposes, or for whatever reason is not bound by the obligations of this act of donation, the act of donation shall be considered revoked and the Property shall revert to Donor or its successor.

If any provisions of this act of donation should be unenforceable or against public policy, that provision shall be reformed to the extent necessary to make it enforceable or to remove such invalidity, or such provision shall be stricken if necessary and the remaining provisions shall be valid and enforceable and given effect to the fullest extent possible.

No alteration, amendment, change or addition to this act of donation shall be binding unless reduced to writing and executed by authentic act or other form proper for donations of immovable property in Louisiana.

ALSO TO THESE PRESENTS comes the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, through its President of the Louisiana State University System, F. King Alexander, who declares that he accepts, on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, this donation with gratitude and accepts delivery of the Property described hereinabove.

All agreements herein and all obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

No title examinations were requested from or provided by the undersigned Notaries, and the description of said Property is provided by the parties.

This act of donation may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

THUS DONE, READ AND SIGNED by the Donor in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with Donor and me, Notary, on this ____ day of _____, 2015.

WITNESSES TO ALL SIGNATURES:

THE BURDEN FOUNDATION:

Name: _____

Robert A. Hawthorne, Jr., President

Name: _____

Notary Public
Name: _____
La. Bar Roll Number: _____
My Commission is for Life

THUS DONE, READ AND SIGNED by Donee in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with Donee and me, Notary, on this ____ day of _____, 2015.

WITNESSES TO ALL SIGNATURES:

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

Name: _____

F. King Alexander,
President, LSU System

Name: _____

Notary Public

Name: _____

La. Bar Roll Number: _____

My Commission is for Life

Exhibit "A"

Legal Description of Property

A certain tract or parcel of land, together with all improvements thereon, containing 1.083 acres and designated as TRACT "A-1-A" on a survey made by William C. Monroe, Registered Professional Land Surveyor, dated May 18, 2015, entitled "Map Showing Resubdivision of Tract "A-1" into Tract "A-1-A", Tract "A-1-B", Tract "A-1-C" and Tract "A-1-D" Being a Portion of The W.P. Burden, Sr. Property Located in SECTION 41 T-7-S R-1-E GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH LOUISIANA For The Burden Foundation and Louisiana State University," a copy of which survey has been filed in the records of East Baton Rouge Parish, Louisiana, which tract can be more particularly described from that survey as follows:

Beginning at a 2" iron pipe marking the northwest corner of the former Tract "A-1", also being the Point of Beginning, go South 18 degrees 51 minutes East a distance of 375 feet along the westerly boundary of the former Tract "A-1" to the southwest corner of the former Tract "A-1", then go North 79 degrees 29 minutes East along the approximate center line of a private servitude of passage shown on that survey and the southerly boundary of the former Tract "A-1" a distance of 74 feet, then continue along that approximate center line and southerly boundary of the former Tract "A-1" North 69 degrees 06 minutes East a distance of 50 feet, then go North 18 degrees 50 minutes 56 seconds West a distance of 384.87 feet to a point on the northerly boundary of the former Tract "A-1", then go South 70 degrees 43 minutes West along that boundary a distance of 123.20 feet to the Point of Beginning.

TOGETHER WITH all rights, ways, appurtenances, and privileges pertaining to that property but subject to all servitudes and other matters of record, including, but not limited to those servitudes and other notations shown on the survey referred to above.

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

ACT OF DONATION AND ACCEPTANCE

BE IT KNOWN that, on the dates set forth hereinbelow, before us, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

JOHN CARLTON MONROE III and FRANCES HOCHENEDEL MONROE, born Hochenedel, married to and living with each other, residents of the full age of majority of the Parish of East Baton Rouge, whose mailing address is 6200 Burden Lane, Baton Rouge, Louisiana 70808 (hereinafter referred to as **"Donor"**),

who, being first duly sworn, did declare that, for and in consideration of Donor's interest in the furtherance of the research mission of the Donee, Donor does and here, by these presents, irrevocably give, grant, confirm and donate, with warranty of title only and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, subject to all the terms and conditions contained in this act, unto:

THE BURDEN FOUNDATION, a nonprofit corporation organized under the laws of the State of Louisiana, with a mailing address of c/o Robert A. Hawthorne, Jr., P.O. Box 3513, Baton Rouge, Louisiana 70821, represented by Robert A. Hawthorne, Jr., its President, duly authorized by virtue of a resolution adopted by its Board of Directors, a certified copy of which is attached hereto and made a part hereof (hereinafter referred to as **"Donee"**);

all of the following described property, subject to any and all existing servitudes, including, but not limited to that 50' servitude or right of passage created by act dated June 15, 1959, and recorded in Original 39, Bundle 4440, and with Donor reserving the right to use all existing servitudes appurtenant thereto (the **"Property"**), the possession and delivery of which Donee acknowledges, to-wit:

A certain tract or parcel of ground, together with all improvements situation thereon, situation in 41, T7S, R1E, Greensburg Land District, Parish of East Baton Rouge, State of Louisiana, and being more particularly described in **Exhibit "A"** attached hereto;

Being a part of the same property acquired by Donor by act of record as Original 93 of Bundle 7863 of the records of East Baton Rouge Parish, Louisiana.

TO HAVE AND TO HOLD said Property, unto said Donee, its successors and assigns, forever.

This act of donation is given and accepted without any warranty whatsoever as to the condition or fitness of the Property for any purpose, whether express or implied, including, but

not limited to, any warranties against redhibitory defects, and Donee declares that it has had ample opportunity to examine the Property in connection with the use the Donee intends to make of the Property, and that it accepts the Property "as-is," "where-is," and "with all faults." Donee acknowledges and declares that neither Donor nor any party, whomever, acting or purporting to act in any capacity whatsoever on behalf of Donor, has made any direct, indirect, explicit or implicit statement, representation or declaration whether by written or oral statement or otherwise, and upon which Donee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property. To the maximum extent allowed by law, Donee expressly waives warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, any other applicable state or federal law, and the jurisprudence thereunder. By its signature, Donee expressly acknowledges all such waivers and its existence of Donee's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548.

This act of donation is given and accepted subject to any and all restrictions, servitudes and other matters of record affecting said Property, and in addition the following special conditions which are hereby imposed as restrictive covenants running with the land:

1. The Property may not be used for commercial purposes except as incidental to activities of and consistent with the mission of the Burden Museum & Gardens or its successors.
2. No part of the Property shall be used for a public park, golf course, tennis courts, or other athletic facilities. No building or above ground structure or vehicle parking area may be built or erected on the Property without the prior written consent of Donor.
3. Donee shall maintain the Property in a first class condition and administer the Property as would a prudent administrator.
4. As long as the residence located at 6200 Burden Lane, Baton Rouge, Louisiana 70808 (the "Residence"), is owned or used by John Carlton Monroe III, Frances Hochenedel Monroe, or John Carlton Monroe IV as their personal residence, the following conditions shall apply:
 - a. the areas around the electronic gate presently located on the Property and the private road appurtenant thereto shall be maintained in good and safe repair, free from debris and refuse, and kept in neat and clean condition; and
 - b. the Property may not be used for any purpose that would unreasonably disrupt normal residential use by the occupants of the Residence without their prior written consent.

Donee may apply in writing to Donor for confirmation that a specific use or activity for all or a portion of the Property will not violate these conditions, and Donor shall respond within a reasonable time.

Any provision or condition of this act of donation requiring Donor consent and approval and any amendment to this act of donation shall be construed to require the consent and approval

of either John Carlton Monroe III or Frances Hochenedel Monroe. In the event either or both are deceased or physically and mentally unable (in the opinion of the attending primary physician) to consider such matters, their son, John Carlton Monroe, IV, as long as he is physically and mentally able to do so, may act for them.

Donor reserves the right of return as long as Tract A-1-A shown on the map referred to on Exhibit A attached hereto and made a part hereof or any portion of it contains the principal residence of either John Carlton Monroe III or Frances Hochenedel Monroe. During that time, should Donee fail to comply with or fail to perform any of the conditions stated above or violate any of the conditions or agreements contained herein, and should such non-performance, failure or violation continue for a period of ninety (90) days after Donor shall have served written notice on Donee by certified or registered mail describing the non-performance, failure or violation, then Donor shall have the right to revoke or dissolve this act of donation. Failure to strictly and promptly enforce the conditions and other obligations imposed by this act of donation shall not operate as a waiver of rights, and either party expressly reserves the right always to strictly enforce such conditions, and other obligations, regardless of any indulgences or extensions.

Donor reserves all mineral rights in and to the Property, including all executive rights, but waives any right to use or disturb the surface of the Property.

Donor and Donee agree and acknowledge that the natural drainage pattern now existing in and to the Property shall not be significantly altered or affected, and that to accomplish such objective, Donor reserves a predial servitude of drainage in favor of the remaining property of Donor over the Property.

Any successor in interest to Donee shall be bound by the obligations of this act of donation.

If any provisions of this act of donation should be unenforceable or against public policy, that provision shall be reformed to the extent necessary to make it enforceable or to remove such invalidity, or such provision shall be stricken if necessary and the remaining provisions shall be valid and enforceable and given effect to the fullest extent possible.

No alteration, amendment, change or addition to this act of donation shall be binding unless reduced to writing and executed by authentic act or other form proper for donations of immovable property in Louisiana.

ALSO TO THESE PRESENTS comes The Burden Foundation, through its President, Robert A. Hawthorne, Jr., who declares that he accepts, on behalf of The Burden Foundation, the donation with gratitude and accepts delivery of the Property described hereinabove.

All agreements herein and all obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

No title examinations were requested from or provided by the undersigned Notaries, and the description of said Property is provided by the parties.

This act of donation may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

THUS DONE, READ AND SIGNED by the Donor in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with Donor and me, Notary, on this ____ day of _____, 2015.

WITNESSES TO ALL SIGNATURES:

DONOR:

Name: _____

John Carlton Monroe III

Name: _____

Frances Hochenedel Monroe

Notary Public

Name: _____

La. Bar Roll Number: _____

My Commission is for Life

THUS DONE, READ AND SIGNED by The Burden Foundation in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with The Burden Foundation and me, Notary, on this ____ day of _____, 2015.

WITNESSES TO ALL SIGNATURES: **THE BURDEN FOUNDATION**

Name: _____

Robert A. Hawthorne, Jr., President

Name: _____

Notary Public

Name: _____

L.a. Bar Roll Number: _____

My Commission is for Life

Exhibit "A"

Legal Description of Property

A certain tract or parcel of land, together with all improvements thereon, containing 1.083 acres and designated as TRACT "A-1-A" on a survey made by William C. Monroe, Registered Professional Land Surveyor, dated May 18, 2015, entitled "Map Showing Resubdivision of Tract "A-1" into Tract "A-1-A", Tract "A-1-B", Tract "A-1-C" and Tract "A-1-D" Being a Portion of The W.P. Burden, Sr. Property Located in SECTION 41 T-7-S R-1-E GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH LOUISIANA For The Burden Foundation and Louisiana State University," a copy of which survey has been filed in the records of East Baton Rouge Parish, Louisiana, which tract can be more particularly described from that survey as follows:

Beginning at a 2" iron pipe marking the northwest corner of the former Tract "A-1", also being the Point of Beginning, go South 18 degrees 51 minutes East a distance of 375 feet along the westerly boundary of the former Tract "A-1" to the southwest corner of the former Tract "A-1", then go North 79 degrees 29 minutes East along the approximate center line of a private servitude of passage shown on that survey and the southerly boundary of the former Tract "A-1" a distance of 74 feet, then continue along that approximate center line and southerly boundary of the former Tract "A-1" North 69 degrees 06 minutes East a distance of 50 feet, then go North 18 degrees 50 minutes 56 seconds West a distance of 384.87 feet to a point on the northerly boundary of the former Tract "A-1", then go South 70 degrees 43 minutes West along that boundary a distance of 123.20 feet to the Point of Beginning.

TOGETHER WITH all rights, ways, appurtenances, and privileges pertaining to that property but subject to all servitudes and other matters of record, including, but not limited to those servitudes and other notations shown on the survey referred to above.

**ELECTRONIC GATE AGREEMENT
AND AMENDMENT AND RATIFICATION OF SERVITUDE OF PASSAGE**

BE IT KNOWN, that on the dates set forth hereinbelow, before us, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE ("LSU"), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, herein appearing through and represented by the President of the Louisiana State University System, duly authorized, with a mailing address of 3810 West Lakeshore Drive, Baton Rouge, Louisiana 70803; and

**JOHN CARLTON MONROE, III
and
FRANCES HOCHENEDEL MONROE**

(collectively "**Monroe**"), both residents of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 6200 Burden Lane, Baton Rouge, Louisiana 70808;

who do declare and agree as follows:

WHEREAS, LSU owns the following described property situated in the Parish of East Baton Rouge, Louisiana:

Certain tracts or parcel of ground, together with all buildings and improvements thereon, situated in Section 41, T7S, R1E, East Baton Rouge Parish, Louisiana, and being composed of Tract "B" and Tract "C", each containing 7.2 acres, and property adjacent thereto, as shown on a map of survey made by Charles A. Cooper, Surveyor, at Baton Rouge, Louisiana, dated April 27, 1959, of record as Original 39 of Bundle 4440 of the records of East Baton Rouge Parish, Louisiana; and

A certain tract or parcel of ground, together with all buildings and improvements thereon, situated in Section 41, T7S, R1E, East Baton Rouge Parish, Louisiana, containing 0.949 acres and being designated as Tract "A-2" of the W.P. Burden, Sr. Property on that map of survey made by CSRS, Inc., filed in Original 971, Bundle 12031 of the official records of East Baton Rouge Parish, Louisiana;

(collectively, the "**LSU Property**").

WHEREAS, Monroe owns the following described property situated in the Parish of East Baton Rouge, Louisiana:

A certain tract or parcel of ground, together with all buildings and improvements thereon, situated in Section 41, T7S, R1E, East Baton Rouge Parish, Louisiana, containing 6.258 acres and being designated as Tract "A-1" of the W.P. Burden, Sr. Property on that map of survey made by CSRS, Inc., filed in Original 971, Bundle 12031 of the official records of East Baton Rouge Parish, Louisiana (the "**Monroe Property**")

(the LSU Property and the Monroe Property being collectively referred to herein as the "**Property**");

WHEREAS, by virtue of an Act of Partition dated June 15, 1959, in Original 39, Bundle 4440 of the official records of East Baton Rouge Parish, Louisiana (the "**Partition**"), a private servitude of passage was created measuring fifty (50') feet in width affecting the Property as more particularly described in the Partition and as shown on the map prepared by Charles A. Cooper, Surveyor, dated April 27, 1959, a copy of which is attached to the Partition, which private servitude of passage was amended by Amendment to Servitude of Passage dated August 23, 2007, and recorded in Original 699, Bundle 11989 of the official records of East Baton Rouge Parish (as amended, the "**Servitude**");

WHEREAS, by virtue of an agreement between LSU and Monroe, filed September 19, 2001, as Original 4 of Bundle 11270 of the records of East Baton Rouge Parish, Louisiana, LSU and Monroe provided for regulation of access to the Servitude of Passage and the sharing of expenses related to an electronic security gate (the "**Electronic Gate**"); and

WHEREAS, LSU and Monroe desire to amend the agreement between LSU and Monroe, filed September 19, 2001, as Original 4 of Bundle 11270 of the Records of East Baton Rouge Parish, Louisiana, regarding the sharing of expenses related to the Electronic Gate.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, LSU and Monroe agree as follows:

1. LSU shall bear 100% of the cost of maintenance, repair, and/or replacement of the Electronic Gate, and, when needed, such maintenance, repair, and/or replacement shall be begun promptly and continued in an efficient manner until completion.
2. In order to comply with the intent of the donors of the LSU Property that the Servitude "not be used as access to and from the property and Burden Lane except on a casual and infrequent basis," LSU and Monroe agree to continue to minimize the traffic on the Servitude as much as is reasonably possible, and if the need should arise, to discuss from time to time any problems which may arise in connection with the traffic. So long as the use does not unreasonably interfere with the access by Monroe or the use by Monroe of the Monroe Property, LSU and its employees, lessees, representatives, agents, contractors, and invitees shall continue to have the right of access through the Electronic

Gate. So long as the use does not unreasonably interfere with the access by LSU or the use by LSU for the LSU Property, Monroe and their employees, lessees, representatives, agents, contractors, and invitees shall continue to have the right of access through the Electronic Gate.

- 3. LSU acknowledges and declares that although LSU installed the Electronic Gate wholly or partially across the Servitude, (a) any possession which LSU has exercised or exercises by virtue of the location of the Electronic Gate being wholly or partially on the Servitude is only with the permission of Monroe; (b) any possession which LSU has exercised or is exercising on the Monroe Property is precarious possession only, within the meaning of Article 3437 of the Louisiana Civil Code, as amended; (c) LSU does not intend that its acts of possession be considered possession adverse to Monroe; (d) at no time has LSU possessed or intended to possess the Monroe Property as owner; and (e) LSU has not acquired any rights of ownership or possession by virtue of acquisitive prescription or otherwise with regard to the Monroe Property and hereby waives any rights of ownership or possession which it may have acquired.

THUS DONE, READ AND PASSED in the City of Baton Rouge, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have signed their names with the parties and me, said Notary, on the ____ day of _____, 2015.

WITNESSES:

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

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

_____, Notary Public, Notary/Bar No. _____
Print Name

THUS DONE, READ AND PASSED in the City of Baton Rouge, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have signed their names with the parties and me, said Notary, on the _____ day of _____, 2015.

WITNESSES:

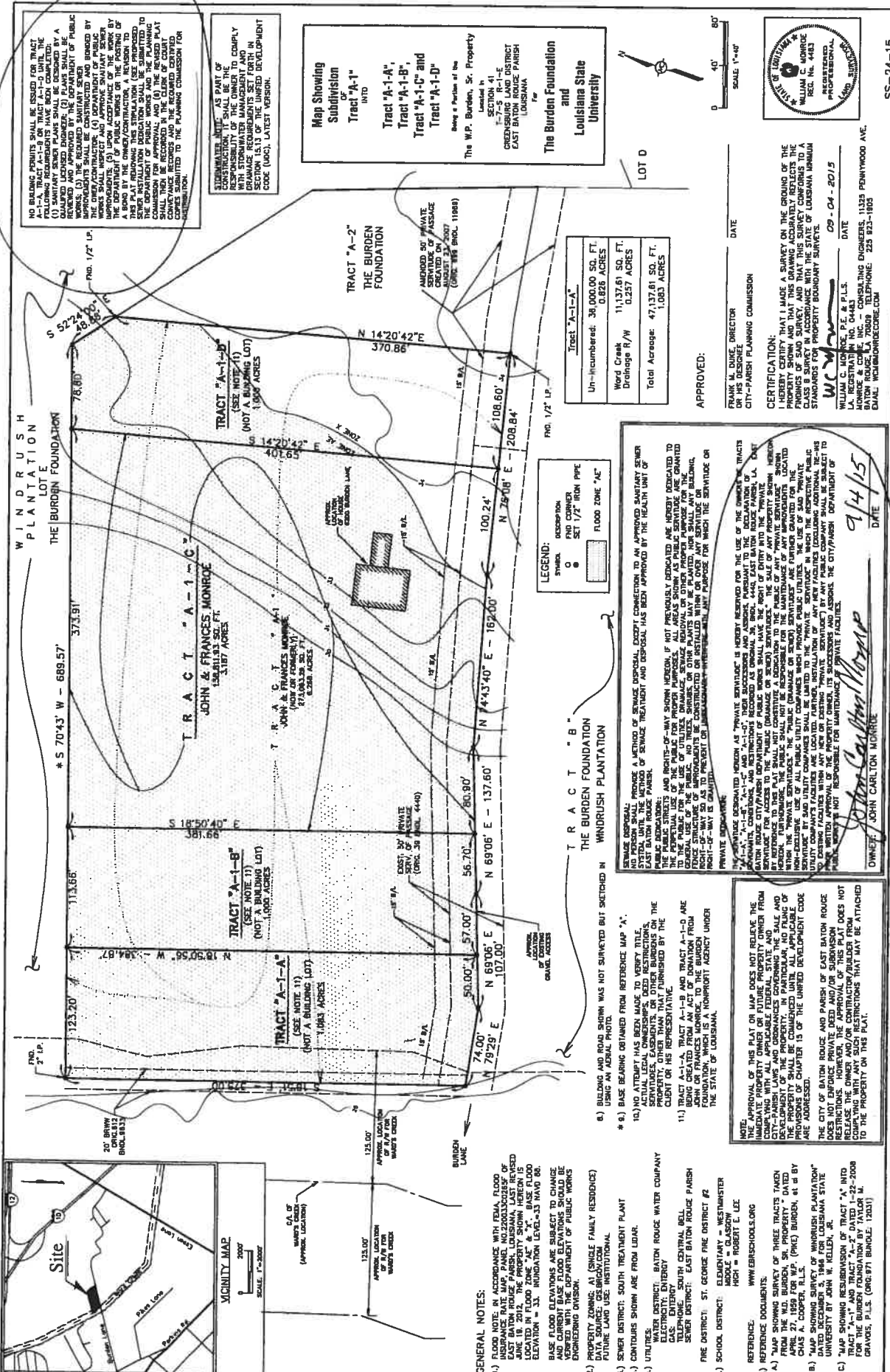
Print Name: _____

John Carlton Monroe III

Print Name: _____

France Hochenedel Monroe

_____, Notary Public, Notary/Bar No. _____
Print Name

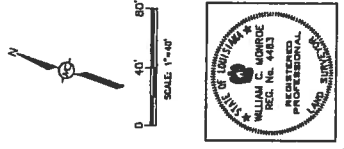


NO BUILDING PERMITS SHALL BE ISSUED FOR TRACT A-1-A, TRACT A-1-B OR TRACT A-1-C UNTIL THE SANITARY SEWER PIPES HAVE BEEN COMPLETED. (1) SANITARY SEWER PIPES SHALL BE CONSTRUCTED BY A QUALIFIED LICENSED ENGINEER. (2) PLANS SHALL BE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS. (3) THE DEPARTMENT OF PUBLIC WORKS SHALL INSPECT AND APPROVE ALL PUBLIC WORKS. (4) UPON ACCEPTANCE OF THE WORK BY THE DEPARTMENT OF PUBLIC WORKS, THE ENGINEER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A BOND BY THE OWNER/CONTRACTOR. (5) THE DEPARTMENT OF PUBLIC WORKS AND THE PLANNING COMMISSION FOR APPROVAL AND (6) THE REVISED PLAT COMES UNDER THE JURISDICTION OF THE PLANNING COMMISSION FOR APPROVAL.

STORMWATER NOTE: AS PART OF CONSTRUCTION, IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO COMPLY WITH STORMWATER MANAGEMENT AND DRAINAGE REQUIREMENTS SET FORTH IN THE LATEST EDITION OF THE DEVELOPMENT CODE (ADC), LATEST VERSION.

Map Showing Subdivision of Tract 'A-1' INTO
 Tract 'A-1-A',
 Tract 'A-1-B',
 Tract 'A-1-C' and
 Tract 'A-1-D'

Being a portion of the
 The W.P. Burden, Sr. Property
 Located
 SECTION 41
 T-7-S R-1-E DISTRICT
 EAST BATON ROUGE PARISH
 LOUISIANA
 For
 The Burden Foundation
 and
 Louisiana State
 University



SS-24-15

WINDRUSH PLANTATION
 LOT 1
 THE BURDEN FOUNDATION

TRACT 'A-1-B'
 (SEE NOTE 1)
 (NOT A BUILDING LOT)
 1,083 ACRES

TRACT 'A-2'
 THE BURDEN FOUNDATION

AMENDED PRIVATE SERVICE OF PASSAGE CREATED BY PLAT (ORIG. REC. 11081)

Tract 'A-1-A'		
Un-licumbered:	38,000.00 SQ. FT.	0.8728 ACRES
Word Creek	11,137.61 SQ. FT.	0.257 ACRES
Total Acreage:	47,137.61 SQ. FT.	1.083 ACRES

APPROVED:

DATE
 CITY-PARISH PLANNING COMMISSION

CERTIFICATION:
 I HEREBY CERTIFY THAT I MADE A SURVEY ON THE GROUND OF THE PHOENIX OF SAID SURVEY THAT THIS DRAWING ACCURATELY REFLECTS THE PHOENIX OF SAID SURVEY IN ACCORDANCE WITH THE STANDARDS FOR CLASS B SURVEY IN ACCORDANCE WITH THE STATE OF LOUISIANA STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

W.C. MONROE
 WILLIAM C. MONROE, P.E. & P.L.S.
 L.A. REGISTRATION NO. 04481
 1332 POWELLWOOD AVE.
 BATON ROUGE, LA 70809 TELEPHONE 225 925-1185
 EMAIL: WCMONROE@CORRE.COM

* S 70°43' W - 689.57'

373.91'

TRACT 'A-1-C'
 JOHN & FRANCES MONROE
 158,811.83 SQ. FT.
 3.587 ACRES

TRACT 'A-1-B'
 (SEE NOTE 1)
 (NOT A BUILDING LOT)
 1,083 ACRES

TRACT 'A-1-A'
 (SEE NOTE 1)
 (NOT A BUILDING LOT)
 1,083 ACRES

TRACT 'A-1-B'
 (SEE NOTE 1)
 (NOT A BUILDING LOT)
 1,083 ACRES

TRACT 'A-1-C'
 JOHN & FRANCES MONROE
 158,811.83 SQ. FT.
 3.587 ACRES

LEGEND:

SYMBOL	DESCRIPTION
○	PND CORNER
○	SET 1/2" IRON PIPE
■	FLOOD ZONE 'A'

THE PRIVATE DEDICATED HEREON AS "PRIVATE SERVICE" IS HEREBY RESERVED FOR THE USE OF THE OWNER OF THE TRACTS "A-1-A", "A-1-B", "A-1-C", "A-2" AND "A-3" FROM SUCCESSORS AND ASSIGNS. PURSUANT TO THE DECLARATION OF THE CITY-PARISH PLANNING COMMISSION, THE SALE OF ANY PROPERTY SHOWN HEREON BY REFERENCE TO THESE PLANS SHALL BE THE PUBLIC DEDICATION OF PUBLIC WORKS TO THE "PRIVATE" LA. DISTRICT OF BATON ROUGE. THE CITY-PARISH DEPARTMENT OF PUBLIC WORKS SHALL HAVE THE RIGHT OF ENTRY INTO THE "PRIVATE" LA. DISTRICT OF BATON ROUGE TO INSPECT AND MAINTAIN THE PUBLIC WORKS. THE PUBLIC SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY MONUMENTS LOCATED HEREON. THE PUBLIC SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY MONUMENTS LOCATED HEREON. THE USE OF ALL PUBLIC UTILITY CONDUITS ON THESE SERVICES ARE LIMITED TO THE "PRIVATE" SERVICE. THE INSTALLATION OF ANY NEW FACILITIES INCLUDING ADDITIONAL PUBLIC UTILITY CONDUITS SHALL BE LIMITED TO THE "PRIVATE" SERVICE. THE INSTALLATION OF ANY NEW FACILITIES INCLUDING ADDITIONAL PUBLIC UTILITY CONDUITS SHALL BE LIMITED TO THE "PRIVATE" SERVICE. THE INSTALLATION OF ANY NEW FACILITIES INCLUDING ADDITIONAL PUBLIC UTILITY CONDUITS SHALL BE LIMITED TO THE "PRIVATE" SERVICE. THE INSTALLATION OF ANY NEW FACILITIES INCLUDING ADDITIONAL PUBLIC UTILITY CONDUITS SHALL BE LIMITED TO THE "PRIVATE" SERVICE.

DATE 9/4/15
 JOHN CARLTON MONROE



- GENERAL NOTES:**
- 1) INSURANCE BY MAJOR HOMEOWNERS WITH FEMA FLOOD OF EAST BATON ROUGE PARISH, LOUISIANA, LAST REVISED APRIL 18, 2012. THE PROPERTY SHOWN HEREON IS LOCATED IN A FLOOD ZONE WITH AN ANTICIPATED FLOOD ELEVATION = 33.1 INUNDATION LEVEL = 33.1 HAVO OR BASE FLOOD ELEVATIONS ARE SUBJECT TO CHANGE AND CURRENT BASE FLOOD ELEVATIONS SHOULD BE VERIFIED WITH THE DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION.
 - 2) PROPERTY ZONING AT (SINGLE FAMILY RESIDENCE) FUTURE LAND USE INSTITUTIONAL.
 - 3) SECTIONS SHOWN ARE FROM LDR.
 - 4) CONTOURS SHOWN ARE FROM LDR.
 - 5) UTILITIES: WATER DISTRICT: BATON ROUGE WATER COMPANY ELECTRICITY: ENERGY TELEPHONE: SOUTH CENTRAL BELL SEWER DISTRICT: EAST BATON ROUGE PARISH FIRE DISTRICT: ST. GEORGE FIRE DISTRICT #2 SCHOOL DISTRICT: MONROE PARISH WESTMINSTER HIGH = ROBERT E. LEI
 - 6) REFERENCED DOCUMENTS: WWSERSCHOLONG
 - 7) "MAP SHOWING SURVEY OF THREE TRACTS TAKEN FROM THE W.P. BURDEN, SR. PROPERTY," DATED APRIL 27, 1959 FOR W.P. (PNE) BURDEN, et al BY PHAS A. COOPER, R.L.S., MARSHALL BLAUSTON DATED DECEMBER 5, 1968 FOR LOUISIANA STATE UNIVERSITY BY JOHN W. KELLEN, JR.
 - 8) "MAP SHOWING RESUBDIVISION OF TRACT 'A' INTO TRACT 'A-1' AND TRACT 'A-2' DATED 1-22-2008 BY W.C. MONROE, P.E. & P.L.S. (ORIG. B71 BUNDLE 12031) TO THE PROPERTY ON THIS PLAT.

THE APPROVAL OF THIS PLAT OR MAP DOES NOT BELIEVE THE IMMEDIATE PROPERTY OWNER OR FUTURE PROPERTY OWNER FROM CITY-PARISH WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CITY-PARISH DEPARTMENT OF PUBLIC WORKS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY MONUMENTS LOCATED HEREON. THE USE OF ALL PUBLIC UTILITY CONDUITS ON THESE SERVICES ARE LIMITED TO THE "PRIVATE" SERVICE. THE INSTALLATION OF ANY NEW FACILITIES INCLUDING ADDITIONAL PUBLIC UTILITY CONDUITS SHALL BE LIMITED TO THE "PRIVATE" SERVICE. THE INSTALLATION OF ANY NEW FACILITIES INCLUDING ADDITIONAL PUBLIC UTILITY CONDUITS SHALL BE LIMITED TO THE "PRIVATE" SERVICE.

Aug 4/11 & 70

7: 9/19/2001

ATTACHMENT VI

*Amendment,
re: electronic gate
at Ward's Creek*



**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

ORIG 4 BMDL 11270

BE IT KNOWN, that on the dates set forth hereinbelow, before us, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE ("LSU"), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, herein appearing through and represented by William L. Jenkins, President of the Louisiana State University system, duly authorized, with a mailing address of 3810 West Lakeshore Drive, Baton Rouge, Louisiana 70803;

AND

JOHN C. MONROE, III

and

FRANCES HOCHENEDEL MONROE

(collectively "Monroe"), residents of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 6200 Burden Lane, Baton Rouge, Louisiana 70808;

WHEREAS, LSU owns the following described property situated in the Parish of East Baton Rouge, Louisiana:

Certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in Section 41, T7S, R1E, East Baton Rouge Parish, Louisiana, and being composed of Tract "B" and Tract "C", each containing 7.2 acres, and property adjacent thereto, as shown on a map of survey made by Charles A. Cooper, Surveyor, at Baton Rouge, Louisiana, dated April 27, 1959, of record as Original 39 of Bundle 4440 of the records of East Baton Rouge Parish, Louisiana (the "LSU Property");

WHEREAS, Monroe owns the following described property situated in the Parish of East Baton Rouge, Louisiana:

A certain tract or parcel of ground, together with all buildings and improvements thereon, situated in Section 41, T7S, R1E, East Baton Rouge Parish, Louisiana, containing 7.2 acres and being designed as Tract "A" on that map of survey made by Charles A. Cooper, Surveyor, at Baton Rouge, Louisiana, dated April 27, 1959, of record

as Original 39 of Bundle 4440 of the records of East Baton Rouge Parish, Louisiana (the "Monroe Property");

(the LSU Property and the Monroe Property being collectively referred to herein as the "Property".)

WHEREAS, by act of record dated June 15, 1959, and recorded June 18, 1959, in Original 39, Bundle 4440 of the official records of East Baton Rouge Parish, Louisiana, a servitude or right of passage was created measuring fifty feet in width and being more particularly described in said act of record and as shown on the map prepared by Charles A. Cooper, Surveyor, dated April 27, 1959, a copy of which is attached to the act of record in Original 39, Bundle 4440; and the act creating the servitude or right of passage provided that the "servitude of passage or right of way is not a street dedication and shall not be construed as a street dedication" ("Servitude");

WHEREAS, it has always been the intent of the owners of the Property that the Servitude "may not be used as access to and from the property and Burden Lane except on a casual and infrequent basis", as is set forth in the Second Amendment and Master List of Conditions to Donations dated July 12, 1994, and recorded July 21, 1994, in Original 428, Bundle 10527 of the official records of East Baton Rouge Parish, Louisiana ("Second Master List of Conditions");

WHEREAS, contrary to the intent and wishes of the owners of the Property, the Servitude has been used by unauthorized persons as a means of entering and leaving the Property; and as a result thereof and for the purpose of restricting access to the Property over the Servitude and in order to comply with the intent of the donors of the LSU Property as expressed in the Second Master List of Conditions, LSU has installed an electronic gate ("Electronic Gate") across the Servitude, which Electronic Gate is situated about thirty feet east of the "Bridge" over Wards Creek Canal, all as more fully depicted on that survey made by Charles A. Cooper and attached hereto and made a part hereof as Exhibit "A";

NOW, THEREFORE, in the interest of complying with the Second Master List of Conditions and the Servitude by the installation of the Electronic Gate, it is agreed between LSU and Monroe that:

1. LSU and Monroe shall share in the maintenance, repair, and/or replacement of the Electronic Gate on the basis of 2/3 of the cost to LSU and 1/3 of the cost to Monroe, and, when needed, such maintenance, repair, and/or replacement shall be begun promptly and continued in an efficient manner until completion.
2. In order to comply with the intent of the donors of the LSU Property that the Servitude "not be used as access to and from the property and Burden Lane except on a casual and infrequent basis", LSU and Monroe agree to minimize the traffic on the Servitude as much as is reasonably possible, and if the need should arise, to discuss from time to time any problems which may arise in connection with the traffic. So long as the use does not unreasonably interfere with the access by Monroe or the use by Monroe of the Monroe Property, LSU and its employees, lessees, representatives, agents, contractors, and invitees shall have the right of access through the Electronic Gate. So long as the use does not unreasonably interfere with the access by LSU or the use by LSU of the LSU Property, Monroe and their employees, lessees, representatives, agents, contractors, and invitees shall

have the right of access through the Electronic Gate.

- 3. LSU acknowledges and declares that although LSU installed the Electronic Gate wholly or partially across the Servitude, (a) any possession which LSU has exercised or exercises by virtue of the location of the Electronic Gate being wholly or partially on the Servitude is only with the permission of Monroe; (b) any possession which LSU has exercised or is exercising on the Monroe Property is precarious possession only, within the meaning of Article 3437 of the Louisiana Civil Code; (c) LSU does not intend that its acts of possession be considered possession adverse to Monroe; (d) at no time has LSU possessed or intended to possess the Monroe Property as owner; and (e) LSU has not acquired any rights of ownership or possession by virtue of acquisitive prescription or otherwise with regard to the Monroe Property and hereby waives any rights of ownership or possession which it may have acquired.

IN WITNESS WHEREOF, this agreement is executed by LSU on this 21st day of August, 2001, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

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

[Signature]

By: [Signature]
William L. Jenkins, President, LSU System

[Signature]

[Signature]
Notary Public

IN WITNESS WHEREOF, this agreement is executed by John C. Monroe, III and Frances Hochenedel Monroe on this 31st day of August, 2001, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

[Signature]

[Signature]
John C. Monroe, III

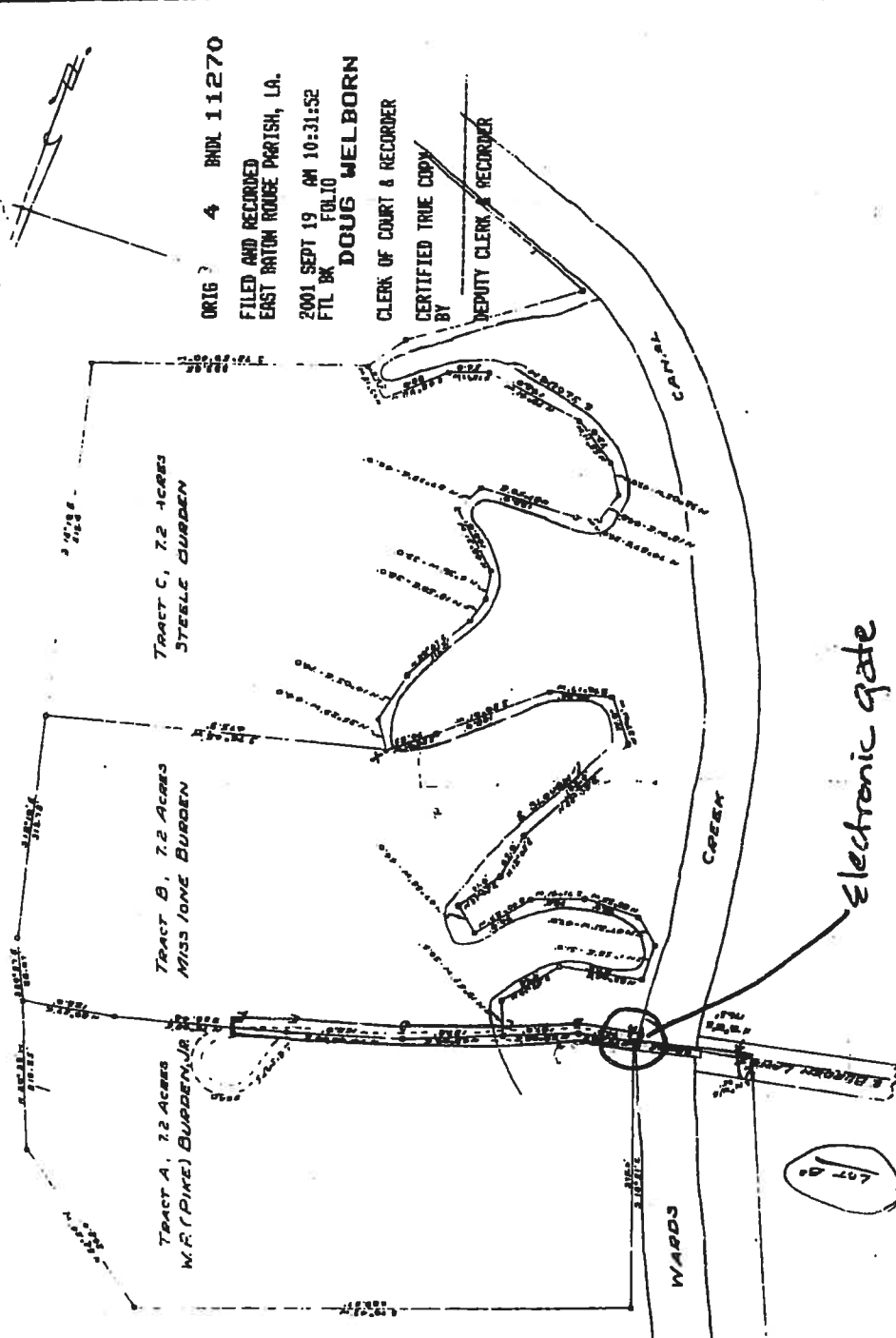
[Signature]

[Signature]
Frances Hochenedel Monroe

[Signature]
Notary Public

Do not record Orig 39 Blk 4440

39/4440



ORIG 4 BNDL 11270
 FILED AND RECORDED
 EAST BATON ROUGE PARISH, LA.
 2001 SEPT 19 AM 10:31:52
 FTL BK FOLIO
DOUG WELBORN
 CLERK OF COURT & RECORDER
 BY
 CERTIFIED TRUE COPY
 DEPUTY CLERK & RECORDER

Electronic gate

MAP SHOWING SURVEY

THREE TRACTS OF LAND TAKEN FROM THE W.R. BURDEN, JR. PROPERTY LOCATED IN SEC. 41, T-7-23, R-1-E, IN THE PARISH OF EAST BATON ROUGE, LA.

FOR W.R. (PIKE) BURDEN, et al

EXHIBIT
 "A"

39 / 4440



Charles A. Chabert
 No. 103
 State of Louisiana
 Surveyor

DONATION BOOK**RESTATED MASTER LIST OF CONDITIONS TO DONATIONS****STATE OF LOUISIANA**

ORIG 94 BNDL 11479

PARISH OF EAST BATON ROUGE

BEFORE the undersigned notaries public and witnesses, and on the dates indicated by their respective signatures, personally came and appeared:

THE BURDEN FOUNDATION, a non-profit corporation organized under the laws of the State of Louisiana, appearing herein through its Chairman, Paul W. Merrill, duly authorized by resolution of its Board of Directors, a copy of which is attached hereto, referred to as **DONOR**;

and

THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, herein represented by William Jenkins, President, duly authorized by resolution, a copy of which is attached hereto, referred to as **DONEE** or **LSU**;

who declared that:

Donor has previously made to Donee certain donations of immovable property located in East Baton Rouge Parish, Louisiana, which donations are dated and recorded in the official records of that parish as follows:

DATE	ORIGINAL	BUNDLE
July 20, 1966	37	6280
June 28, 1967	67	6525
May 30, 1968	11	6768

July 31, 1969	59	7125
October 15, 1970	84	7415
December 7, 1971	66	7795
June 30, 1972	46	8066
December 20, 1973	29	8600
October 25, 1974	66	8956
December 11, 1975	440	9126
December 21, 1976	535	9175
November 4, 1977	822	9228
December 28, 1978	869	9299
February 9, 1979	315	9306
December 17, 1980	116	9411
July 27, 1981	275	9446
December 13, 1982	668	9539
February 23, 1983	666	9558
December 19, 1984	401	9718
January 23, 1985	949	9782
August 11, 1986	223	9856
April 13, 1987	978	9914
May 12, 1988	286	10000
December 19, 1994	545	10562

Such donations are subject to certain restrictions and conditions set forth in those acts of donation as well as in a document entitled "AMENDMENT AND MASTER LIST OF CONDITIONS TO DONATIONS" dated December 28, 1978, and recorded as Original 864, Bundle 9299, official records of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana, hereinafter referred to as the "Master List" and further amended and modified by a document entitled "SECOND AMENDMENT AND MASTER LIST OF CONDITIONS TO DONATIONS" dated July 12, 1994, and recorded as Original 428, Bundle 10527, official records of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana, hereinafter referred to as the "Second Amendment".

The parties desire to restate, amend and supplement the Master List and Second Amendment in order to more effectively implement the original purposes of the donations, to enhance and augment utilization of the property for the intended purposes, to modernize the conditions regulating use of the property, to adjust and more specifically identify the intended purposes of the donations, and to accommodate the special needs of the Donee for more efficient use of its resources. To these ends, the Master List and the Second Amendment are hereby restated and the conditions and restrictions in the prior acts of donation referred to above are hereby restated and amended by substituting the following provisions, and any terms and conditions contained in prior instruments in conflict with the following are superceded. Each donation referred to above is conditional and subject to the strict performance by Donee of each and every one of the following conditions:

I. DEFINITION OF PROPERTY

The term "property" shall be construed to include all immovable property now or formerly comprising Windrush Plantation and previously donated by The Burden Foundation to LSU and described in any and all of the Acts mentioned above as well as any immovable property donated in the future by The Burden Foundation to LSU.

II. COMMERCIAL USE PROHIBITED

No part of the property will be used for a commercial establishment of any kind or for other than those uses provided herein and other uses reasonably incident thereto.

III. OTHER SPECIFICALLY PROHIBITED USES

No part of the property will be used for:

- (a) Faculty or student housing (except residences for caretaker and staff employed or

contracted for permitted activities on the property);

- (b) Public buildings other than those specifically approved by Donor;
- (c) Golf courses, tennis courts or other athletic facilities;
- (d) Airports or landing strips;
- (e) Public parks other than those specifically approved by Donor.

IV. MAINTENANCE

LSU agrees to maintain the property in a first class condition and to administer the property as would a prudent administrator dedicated to the unique purposes for which the property has been donated.

V. MASTER PLAN

LSU will continue to develop and update a master plan for the development of the property. LSU agrees to employ such specialists and other consultants as may be required to prepare data to be used in the development of the plan for the property including, but not by way of example only, engineers to prepare topographical and other surveys, soil consultants and floriculture experts. These consultants may be members of the faculty or staff of LSU. An advisory Board including representatives of LSU and one or more representatives of The Burden Foundation, one of which will serve as chairman, will periodically review development of and changes in the master plan.

VI. INTENDED USES OF SPECIFIC AREAS

Attached to and made a part of this document is a drawing labeled "BURDEN CENTER". Specific areas of the property are color coded to represent specific uses for those areas. It is a condition of the donations that the specific areas so indicated may only be used for those purposes as more fully described in this paragraph, unless otherwise agreed by Donor.

- (a) The portions of the property labeled "RURAL LIFE MUSEUM - LSU & A&M" shall be used only for a museum complex primarily displaying the following types of objects no longer in common use: buildings, household furnishings and objects, agricultural and industrial machines and devices, transportation vehicles and devices,

jewelry, artistic works and objects, and ancestral artifacts.

- (b) The portion of the property labeled "WINDRUSH HOUSE AND BURDEN GARDENS LSU & A&M AND LSU AG. CENTER" shall be used and maintained only as a formal garden and for display of the former Burden family residence presently on the property, or a depiction thereof.
- (c) With the consent of The Burden Foundation, which approval shall not be unreasonably withheld, the portion of the property labeled "PROPOSED MUSEUM SITE/INTERIM EXPANDED ORNAMENTAL AND TURF RESEARCH EXTENSION, AND DEMONSTRATION AREA" may be used for public or educational museums owned or operated by LSU or by another State controlled agency or agencies dedicated to educational or museum purposes or by one or more non-profit entities dedicated to such purposes, except that this area may be used on an interim basis for purposes permitted in Section VII until such time as it is needed for its intended permanent use or uses.
- (d) The portion of the property labeled MEMORIAL OAK GROVE will be maintained as a pond and grove intended for meditative purposes.
- (e) The portions of the property labeled "Wooded Area" on the attached map will be forever maintained as wooded reserves and forested areas and trees and other vegetation will not be cut except: 1) to remove dead trees and vegetation; 2) to establish and maintain related exhibition facilities, trails and roads used solely for viewing and studying the naturally wooded areas; or 3) to the extent necessary for safety purposes.
- (f) With the consent of The Burden Foundation, which approval shall not be unreasonably withheld, portions of the property may be used: 1) as a conference center for conferences related to or benefiting LSU with an emphasis on agricultural, horticultural, and forestry research, or museum development and administration; 2) for expansion of the LSU Rural Life Museum; and 3) an office building for the East Baton Rouge Parish Cooperative Extension Service or its equivalent.
- (g) The remainder of the property will be used only for the purposes listed in Article VII.

VII. AGRICULTURAL AND RELATED USES

The portion of the property described in VI (g) above will be used only for the

following purposes and for no other:

- (a) Experiments in agriculture, with emphasis on horticulture, forestry and agronomy;
- (b) Gardens of horticulture, floriculture, ornamental or other plants for display or experimentation;
- (c) Arboretums, orangeries, green houses for educational or experimental purposes, lakes or areas for quiet retreats;
- (d) Forest and wildlife preserves which may include nature trails and related exhibition facilities for experimental or educational purposes;
- (e) A small conference center for use primarily by the LSU Ag Center as well as a lodge with a library devoted primarily to materials and exhibits relating to nature study;
- (f) Storage, maintenance and other facilities ancillary to development and maintenance of the property or to accommodate permitted activities on the property;
- (g) Access to the other areas of the property, except that public streets, roads or highways are expressly prohibited.

VIII. ENTRANCES

Donec agrees to use Essen Lane as a means of entering and leaving the property and Donec shall not have the right of access to the property through Burden Lane except on a controlled and infrequent basis.

IX. NAMING PROCEDURE

Any name for or on a building, structure, or area whether presently existing, under construction, or erected, constructed, or designated in the future on the property shall be subject to the approval of Donor.

X. FUNDING

LSU will use its best efforts to secure funds to be used in developing and improving the property, and it will expend all of the revenues derived from the property in developing and improving the property and for activities conducted on the property.

XI. PROCEDURE FOR APPROVAL OF USES

Donee may apply in writing to Donor for confirmation that a specific use for a portion of the property does not or will not violate these conditions and Donor shall respond within a reasonable time.

XII. PRIOR RESERVATIONS AND MINERALS RESERVATION

LSU is aware of and accepts the property subject to the reservations made by Steele Burden and Ione Burden in Acts of Donation by them to The Burden Foundation. The Burden Foundation hereby reserves all mineral rights in and to the property, including all executive rights.

XIII. ACCEPTANCE OF DONATIONS

LSU accepts these conditions insofar as all donations specifically listed above are concerned and insofar as all donations which may be made in the future by The Burden Foundation are concerned.

XIV. RIGHT OF RETURN

Donor reserves the right of return. If Donee should fail to comply with or fail to

perform any of the conditions stated above or should violate any of the conditions or agreements contained herein and such non-performance, failure or violation continues for a period of ninety (90) days after The Burden Foundation shall have served written notice on LSU by certified or registered mail describing the non-performance, failure or violation, Donor shall have the right to revoke or dissolve the donations described in this document..

XV. RESTRICTIVE COVENANTS

Additionally, the conditions and restrictions imposed by the Master List and the Second Amendment as restated, amended and supplemented by this document are restrictive covenants on the property running with the land, including the immovable property previously donated as itemized above as well as any property hereafter donated and made subject to the provisions of this document, and LSU acknowledges, accepts and imposes such restrictive covenants on the property which may be modified or released only by The Burden Foundation, its successors or assigns.

XVI. INDULGENCIES

Failure to strictly and promptly enforce the conditions, restrictive covenants and other obligations imposed by the Master List and the Second Amendment as restated, amended and supplemented by this document shall not operate as a waiver of rights and either party expressly reserves the right always to strictly enforce such conditions, restrictive covenants and other obligations in its favor, regardless of any indulgences or extensions, including, but

not limited to any which may have occurred prior to the execution of this document or any which may occur hereafter.

XVII. SUCCESSORS BOUND

Any successor in interest to Donee shall be bound by the obligations of the Master List and the Second Amendment as restated, amended and supplemented by this document. In the event Donee is dissolved, merged or ceases to exist in such a manner that its successor to the property is not an institution, agency or public body devoted to the same purposes, or for whatever reason is not bound by the obligations of the Master List and the Second Amendment as restated, supplemented and amended by this document, the property shall revert to The Burden Foundation and the donations shall be considered revoked. Donor may assign or name a successor to its rights hereunder.

XVIII. PUBLIC POLICY

If any of the provisions of this document or the Master List and the Second Amendment as restated, amended and supplemented by this document should be unenforceable or against public policy, that provision shall be reformed to the extent necessary to make it enforceable or to remove such invalidity, or such provision shall be stricken if necessary and the remaining provisions will be valid and enforceable and given effect to the fullest extent possible.

XIX. AMENDMENTS

No alternation, amendment, change or addition to the Master List and Second Amendment as amended and supplemented by this document shall be binding upon the parties unless reduced to writing and executed by them by authentic act or other form proper for donations of immovable property in Louisiana.

XX. BINDING EFFECT

All of the agreements and conditions contained herein, all of the rights reserved, and all of the obligations assumed or imposed herein shall inure to the benefit of and be binding on the parties, their successors and assigns, forever.

THUS DONE, READ AND SIGNED by The Burden Foundation at Baton Rouge, Louisiana on this 16th day of May, 2003 in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

[Signature]

THE BURDEN FOUNDATION, Donor

[Signature]

By [Signature]
Paul W. Murrill, Chairman

[Signature]
Notary Public

THUS DONE, READ AND SIGNED by William Jenkins, President, on behalf of
 THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
 AGRICULTURAL AND MECHANICAL COLLEGE at Baton Rouge, Louisiana on this
 6th day of May, 2003 in the presence of the undersigned Notary
 Public and competent witnesses.

WITNESSES:

Henry Ramirez

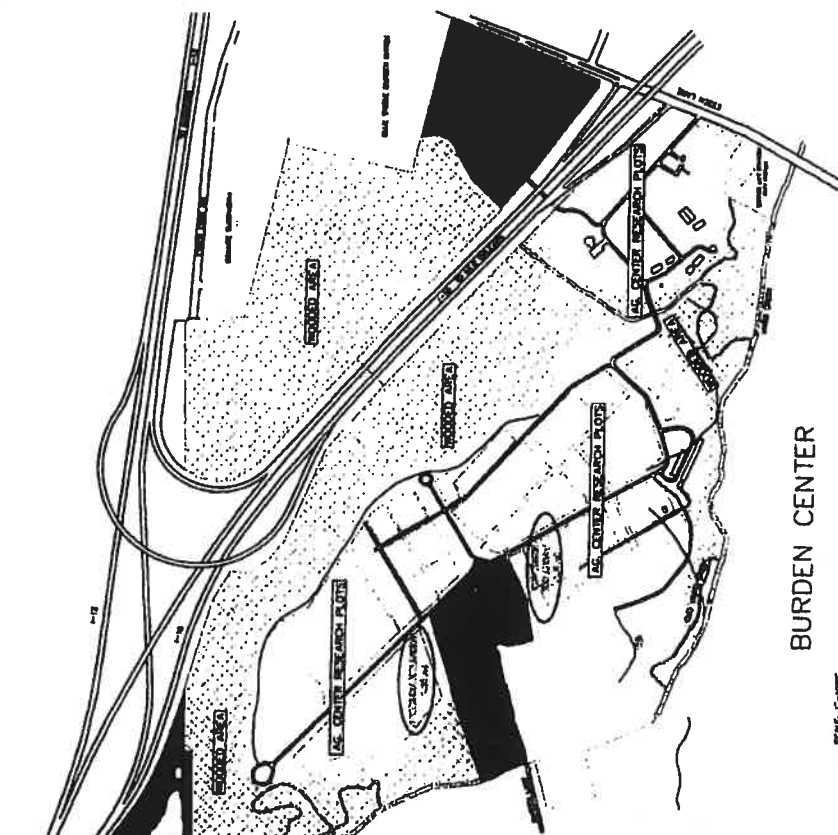
Barbara Catania

THE BOARD OF SUPERVISORS OF
 LOUISIANA STATE UNIVERSITY AND
 AGRICULTURAL AND MECHANICAL
 COLLEGE, Donee

By William Jenkins
 William Jenkins, President

Richard Ben [Signature]
 Notary Public

Notary Public, State of Louisiana
 My Commission Expires 12/31/14
 My Commission is for Life



ALL STREETS, ROADS, HIGHWAYS, CREEKS, ALLIES OR OTHER RIGHTS-OF-WAY OR NATURAL FEATURES SHOWN AS WELL AS ALL LABELS AND OTHER DESIGNATIONS SHOWN FOR REFERENCE ONLY AND ARE NOT INTENDED TO CREATE ANY NEW SERVITUDES OR DEDICATE ANY AREAS FOR PUBLIC USE.

LEGEND	
[Symbol]	RURAL LIFE MUSEUM - LSU & A&M
[Symbol]	WINDRUSH HOUSE AND BURDEN CARDOCS LSU & A&M AND LSU AG CENTER
[Symbol]	PROPOSED MUSEUM SITE/INTERNAL EXPANDED ENVIRONMENTAL AND TOUR RESEARCH EXTENSION, AND DEMONSTRATION AREA
[Symbol]	HOMERD PROPERTY - PRIVATE
[Symbol]	LAKE AREA-AG CENTER PROPERTY
[Symbol]	MEMORIAL OAK GROVE
[Symbol]	WOODED AREA - LSU AG CENTER
[Symbol]	PROPERTY LINE

Minutes-Regular Board Meeting
--May 1-2, 2003

Recommendation to approve the "Restated Master List of Conditions to Donations" and "Restated Memorandum of Understanding Governing the Burden Center"

Upon motion of Mr. Kent Anderson, seconded by Mr. Chabert, the Board voted unanimously to approve the following recommendation:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approve the "Restated Master List of Conditions to Donations" and the "Restated Memorandum of Understanding Governing The Burden Center" and authorize Dr. William L. Jenkins, President, or his designee, to sign and carry out the conditions of the said documents.

CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Supervisors at its meeting on May 1-2, 2003, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 9th day of May, 2003.



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

SEAL

EXTRACT FROM THE MINUTES OF A MEETING OF THE BURDEN FOUNDATION

"BE IT RESOLVED that the Restated Master List of Conditions to Donations and the Restated Memorandum of Understanding Governing the Burden Center are hereby approved. Paul W. Murrill, President, is authorized to execute them on behalf of The Burden Foundation at the appropriate time and is authorized in his discretion to agree to any language modifications he deems appropriate."

I hereby certify that I am the Secretary of The Burden Foundation and that the foregoing resolution was unanimously adopted at a meeting of the Board of Directors held on April 8, 2003, after due notice and at which meeting a quorum was present and that the foregoing resolution has not been rescinded or modified and is in full force and effect.

Baton Rouge, Louisiana, this 1st day of May, 2003.


Secretary

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BY _____
DEPUTY CLERK & RECORDER



**VICE CHANCELLOR AND
DIRECTOR OF ATHLETICS**

Louisiana State University • Department of Athletics

November 3, 2015

To: F. King Alexander,
LSU President

From: Joe Alleva,
Vice Chancellor and Director of Athletics

A handwritten signature in black ink, appearing to read "Alleva", written over the printed name of Joe Alleva.

RE: Post season additional compensation for Football Bowl Game

Attached is a recommended consent agenda item for the December 2015 Board of Supervisors meeting.

The 2015 LSU Football team has qualified for post season play. The LSU Athletic Department does not receive a formal bowl invitation until after the SEC Championship Game. This year's Championship Game is on Saturday, December 5th which is less than one week before the December Board of Supervisors meeting. Additional compensation is dependent on which bowl invitation the University accepts.

For the past several years, a similar resolution was passed by the Board to authorize the LSU President, or his designee, to approve applicable compensation in accordance with the Provisions for Additional Compensation approved by the Board or individual coach's contract provisions. This item was included on the Consent Agenda portion of the Board of Supervisors Agenda.



Authorization of the LSU President to Approve Football Post-Season Additional Compensation in Accordance With Existing Board Policy or Coaches' Contracts

WHEREAS, the LSU President recommends that the Board authorize the President to approve additional compensation for Athletics Department personnel in accordance with the Provisions for Additional Compensation for Coaches and Athletics Department Staff that was approved by the Board on March 16, 2012 or contract provisions included in the head coach and assistant coaches contracts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. F. King Alexander, LSU President, or his designee, to approve the applicable additional compensation for the post season football game in accordance with the Provisions for Additional Compensation previously approved by the Board on March 16, 2012 or contract provisions included in the head coach and assistant coaches contracts (**Copy of the policy and contracts are on file in the Board of Supervisors Office**).



Request from LSU Health Sciences Center – New Orleans to Enter into an Agreement with LSUHSC Affiliated Organization for the Construction and Operation of Digital Outdoor Advertising Sign Structures

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8, D.2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter":

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by the Univeristy.

1. Summary of Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) will select an LSUHSC-affiliated 501.c.3 organization through a competitive process to enter into a land lease of selected LSUHSC-NO owned property for the purpose of erecting electronic digital outdoor advertising sign structures. The selected affiliated organization will use a competitive process to select a qualified contractor to design, build, and operate the electronic advertising signs.

Through its Contractor, Affiliated Organization will be responsible to construct and operate four (4) billboard structures and related materials and permits, as described below:

- Location 1: At East Side of I-10 at Gravier Street, one (1) 14' X 48' new steel mono-pole double-faced digital outdoor advertising sign structure
- Location 2: At School of Dentistry Campus, 100 Florida Avenue, facing I-610, one (1) 14' X 48' new steel mono-pole double-faced digital outdoor advertising sign structure
- Location 3: At corner of South Roman Street and Tulane Avenue, one (1) 10' X 4' new steel mono-pole double-faced digital outdoor advertising sign structure
- Location 4: At corner of South Johnson Street and Tulane Avenue, one (1) 10' X 4' new steel mono-pole double-faced digital outdoor advertising sign structure
- All related structural components required per City of New Orleans and State of Louisiana Building Codes
- Required permits

The electronic billboards will be used to provide advertising, marketing and messaging to promote LSUHSC-NO and to sell advertising to third parties. The Affiliated Organization will enter into an agreement with the sign contractor to operate the advertising business and will share in the revenue generated by the advertising. The revenue stream will enhance the Affiliated Organization's obligation to promote the quality, reputation, and services offered by the LSUHSC-NO campus.

The project will be at no cost to the Board. All construction costs are the responsibility of Association's Contractor.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

Maintenance funding will be the responsibility of the Association's Contractor.

4. Description of Competitive Process

Not applicable

5. Review of Legal Documents

Lease Agreement

6. Parties of Interest

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

7. Related Transactions

Not applicable

8. Conflicts of interests

None.

ATTACHMENTS

- I. Letter from Chancellor Hollier
- II. Draft Lease Agreement, available on the LSU Board of Supervisors' website
 - a. Exhibits A1 revised, A2, A3, and A4 revised

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, Louisiana State University, to approve the lease of land to the Affiliated Organization for the purpose of constructing electronic digital outdoor advertising sign structures at the LSUHSC-NO School of Dentistry and Downtown campuses.

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and the Affiliated Organization, finds an acceptable University purpose for the Affiliated Organization to enter into this Lease Agreement, and any related or ancillary contracts and agreements reasonably necessary for the construction and operation of the signs; and that F. King Alexander, President, Louisiana State University, or his designee, be hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS
 SCHOOL OF DENTISTRY
 SCHOOL OF GRADUATE STUDIES
 SCHOOL OF NURSING
 SCHOOL OF MEDICINE IN NEW ORLEANS
 SCHOOL OF PUBLIC HEALTH

November 11, 2015

Dr. F. King Alexander
 LSU President and Chancellor
 3810 West Lakeshore Drive
 Baton Rouge, LA 70808

RE: Significant Board Matter

Proposed lease agreement with LSUHSC affiliated organization for the construction and operation of digital outdoor advertising structures at the School of Dentistry and Downtown campuses of the Louisiana State University Health Sciences Center – New Orleans

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) proposes to enter into a lease agreement with an LSUHSC-affiliated not-for-profit organization for the purpose of erecting electronic digital outdoor advertising sign structures. Through its contractor, the affiliated organization will design, build, operate and maintain the structures.

The electronic billboards will be used to provide advertising, marketing and messaging to promote LSUHSC-NO and to sell advertising to third parties. The revenue stream will enhance the affiliated organization's obligation to promote the quality, reputation, and services offered by the LSUHSC-NO campus.

The project will be at no cost to the Board. All construction costs are the responsibility of the affiliated organization's contractor.

LSUHSC-NO requests that the Board of Supervisors approve this request and further requests that the Board authorize and empower the President to sign the final lease agreement.

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

Sincerely,

A handwritten signature in cursive script that reads "Larry H. Hollier, MD".

Larry Hollier, MD
 Chancellor

Attachments

Cc: Danny Mahaffey

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Affiliated Association entered into effective _____, 2015 (herein “Effective Date”) for the purposes and on the terms stated herein, is made by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the “Board”), a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 (“Louisiana Constitution”), herein represented by Dr. F. King Alexander, President of Louisiana State University, duly authorized by a resolution of the Board, a copy of which is attached hereto as Exhibit “A” and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center – New Orleans (herein “LSUHSC-NO”); and

AFFILIATED ASSOCIATION (Association) herein represented by _____, duly authorized by a resolution of the board of directors, a copy of which is attached hereto as Exhibit “B” and made a part hereof with a principal office located at, and a mailing address of (herein “Association”);

and provides as follows:

WITNESSETH:

WHEREAS, Pursuant to La. R.S. 17:3361A, the Board is authorized to enter into leases to nonprofit corporations or associations.

WHEREAS, Board desires to lease certain Leased Premises to Association for the erection and operation of an electronic message board and desires to support LSUHSC-NO by leasing the Leased Premises from Board and utilizing it to erect and operate, itself or through another, said message board in order to provide needed marketing, messaging and advertising for LSUHSC-NO and to generate revenue to support LSUHSC-NO; and

WHEREAS, Association was created to support Board.

ARTICLE I. DEFINITIONS

The terms used in this Agreement shall, for all purposes of this Agreement, have the meaning specified below:

“**Agreement**” means, in its entirety, this Lease Agreement for the lease of the Leased Premises for the erection and operation of an electronic message center.

“**Association**” means _____, a Louisiana non-profit corporation.

“**Association Indemnitees**” means the Association and its board members, officers, employees, agents and attorneys.

“**Association Event of Default**” means those events of default set forth in Section 12.1 of this Agreement.

“**Board Indemnitees**” means the Board, LSUHSC-NO, and Board’s board members, officers, employees, agents and attorneys.

“**Board**” means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“**Campus**” means the campus of Louisiana State University Health Sciences Center – New Orleans.

“**Construction Contract(s)**” means any and all written contracts between Association and a third party for the performance of any Work.

“**Effective Date**” means _____, 2015.

“**Force Majeure**” means (a) any act of God, lightning, hurricane, tropical storm, tornado, and/or other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance, (b) any labor dispute, strike, work slow-down or work stoppage, (c) unreasonable delay of or unavailability of materials needed for Work, (d) unreasonable governmental delay, (e) unreasonable delay by the Board, or (f) any other similar cause or similar event beyond the reasonable control of the Association.

“**Leased Premises**” means the land reflected in Article XVII and on Exhibit “C” hereto that is leased by Board to Association pursuant to this Agreement.

“**LSUHSC-NO**” means Louisiana State University Health Sciences Center – New Orleans.

“**LSU Representative**” means those individuals named in Section 17.13 and any other individuals specifically authorized in writing by the President of LSU to act as the LSU Representative.

“**OFPC**” means the Office of Facility Planning and Control within the Division of Administration for the State of Louisiana.

“**Office of Risk Management**” means the Louisiana state agency which provides insurance for certain Louisiana state entities.

“**Permitted Use**” means the erection and operation of an electronic message board.

“**Rent**” means the consideration to be paid by Association to Board pursuant to Article IV hereof.

“**Term**” means a term of thirty (30) years.

“**Work**” means construction and erection of an electronic message board on the Leased Premises by Association.

ARTICLE II. LEASE OF LEASED PREMISES

2.1 Lease of Leased Premises.

In consideration of the covenants, agreements, and conditions herein set forth, which Association hereby agrees shall be kept and performed, the Board does hereby lease unto Association, and Association does hereby lease from the Board, those certain tracts or parcels of ground located in the Parish of Orleans, State of Louisiana:

portions of the LSUHSC-NO Downtown campus (Site Code#1-30-036) and the LSUHSC-NO School of Dentistry Campus (Site Code#1-36-035),

all as more particularly described in Article XVII and on the attached Exhibit “C.”

2.2 Revision of Leased Premises.

In the event that the ultimate locations of the electronic message board require a revision of Article XVII or Exhibit “C” hereto, the parties agree to execute an Addendum to this Agreement setting forth the final description of the Leased Premises. The President of Louisiana State University or his designee is authorized to execute any such Addendum on behalf of the Board.

ARTICLE III. TERM

Unless sooner terminated as herein provided, this Agreement shall be and continue in full force and effect for a term of thirty (30) years, such Term commencing on the Effective Date.

ARTICLE IV. CONSIDERATION

In consideration of the lease by Board to Association of the Leased Premises, the Association agrees to pay the following scheduled amounts as Rent:

\$1,540 payable each year on the anniversary of the Effective Date.

ARTICLE V. AGREEMENT TO CONSTRUCT IMPROVEMENTS TO THE LEASED PREMISES

5.1 Design and Construction of Improvements. The Association does hereby agree at its sole expense to direct the preparation of the design and all supporting documentation for the

construction of the Work, and to construct and perform the Work pursuant to said design, all in accordance with plans, specifications, and site plans approved by the LSU Representative and/or the Board and pursuant to any applicable Board design standards and any applicable standards of LSUHSC-NO.

5.2 Compliance with Certain Statutes. Section 3361, et seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of LSUHSC-NO by a college or university. By execution of this Agreement, Board represents that it has complied with the applicable statutory requirements of Louisiana Revised Statutes 17:3361, et seq. by effectuating hereby the following with respect to the Work, including, without limitation:

- (a) The waiver by written consent of the formulation and adoption of rules, regulations and requirements by Board relative to the demolition, erection, development, construction, performance and maintenance of the Work as referenced in Louisiana Revised Statutes 17:3362A, other than those set forth in this Agreement or specifically referenced in this Agreement;
- (b) The waiver by written consent of Board's right to require removal of the Work as referenced in Louisiana Revised Statutes 17:3362B, except as otherwise set forth in this Agreement, but Board reserves the right to enforce any and all other remedies allowed by this Agreement in the event of Association's failure or refusal to comply with this Agreement or any rules, regulations or requirements set forth herein; and
- (c) The waiver by written consent of Board's right to immediately terminate this Agreement and cause removal of the Work for Association's failure to conform to rules and regulations as referenced in Louisiana Revised Statutes 17:3364, except as otherwise set forth in this Agreement, but Board reserves the right to enforce any and all other remedies allowed by this Agreement for such default.

ARTICLE VI. CONSTRUCTION

At its sole expense, the Association shall design and construct and erect the Work in a good and workmanlike manner, in accordance with the following provisions:

6.1 Plans and Specifications; Change Orders. The Work will be performed by the Association pursuant to this Agreement and the Association will prepare plans and specifications, and no material deviation therefrom shall be implemented without the prior written consent of the LSU Representative. At least thirty (30) days prior to commencement of the Work, plans and specifications shall be delivered to the LSU Representative for review. The LSU Representative shall approve or disapprove, upon a commercially reasonable basis and upon compliance with all applicable standards of the Board and LSUHSC-NO, such plans and specifications in writing within thirty (30) days of receipt thereof, provided, however, at the discretion of the LSU Representative, the plans and specifications shall be presented to the Board for approval prior to commencement of any portion of the Work on the Leased Premises. If any part of the plans and

specifications are disapproved, then the Board or the LSU Representative shall with all reasonable diligence provide sufficient written reasons and justification that the Association can adequately work to address any deficiencies in the submission. No Change Orders to the Construction Contract or changes to the plans and specifications which materially deviate therefrom shall be implemented without the prior written consent of the LSU Representative. Any request for Change Orders to the Construction Contract or changes to the plans and specifications for the Work shall be made to the LSU Representative, who shall approve or disapprove, upon a commercially reasonable basis and upon compliance with all applicable design standards of the Board and LSUHSC-NO, such request in writing within ten (10) business days of having received such request from the Association. If any Change Orders or changes to the plans and specifications are disapproved, then the Board or the LSU Representative shall with all reasonable diligence provide sufficient written reasons and justification that the Association can adequately work to address any deficiencies in the submission. In the event that approval of the Association's plans and specifications has not occurred within thirty (30) days of receipt thereof, the plans and specifications shall be deemed disapproved.

The LSU Representative shall submit the plans and specifications for all Work to OFPC, if required, which shall review the plans and specifications for the Work for the purpose of determining compliance with applicable codes and standards assuring quality of construction. The plans and specifications for the Work shall be submitted to OFPC prior to commencement of construction.

6.2 Commencement and Completion of Work. Unless delayed by Force Majeure, the Association agrees to commence construction of the Work no later than one hundred and eighty (180) days after the Effective Date of this Agreement, and shall make best efforts to complete the Work no later than three hundred and sixty (360) days after the Effective Date of this Agreement. Said Work shall not commence until the Board or the LSU Representative has given written approval to the plans and specifications and his written approval of the notice to commence, and the plans and specifications have been provided to OFPC. The commencement and completion dates set forth herein may be extended by a written change order issued by the Association and approved in writing by the LSU Representative. Notwithstanding anything to the contrary provided for herein, in the event that the Association is delayed from meeting any deadline provided for in this Agreement as a result of any event of Force Majeure, then the time period provided to the Association shall be extended by the number of days that the Association is delayed by an event of Force Majeure.

6.3 Construction Contract. All Work shall be performed on behalf of the Association pursuant to one or more Construction Contracts. Where appropriate, the Construction Contract(s) and bond(s) shall be recorded properly with the Clerk of Court of Orleans Parish prior to commencement of the Work. The Association shall include in the Construction Contract a liquidated damages clause acceptable to the LSU Representative. The Association shall not enter into any Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove such Construction Contract within ten (10) business days of receipt of a copy of the Construction Contract from the Association. If the LSU Representative shall disapprove the submission, the LSU Representative shall provide sufficient written reasons and justification that the Association can adequately work to address any deficiencies in the submission. The Board and the Association hereby acknowledge the following,

and to the extent practically and legally possible, each Construction Contract and all subcontracts entered into by a general contractor shall acknowledge expressly that the contractor and subcontractors have been informed of the following:

- (a) Work will be performed solely and exclusively for the Association.
- (b) The Association is a separate legal entity from the Board, and the Association has no authority to obligate the Board to any extent whatsoever.
- (c) Neither the Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement; provided, however, that this provision shall not be deemed to limit the liability of the State Office of Risk Management or any other insurer under any policy or policies of insurance provided or issued to the Board, to the Association, or to any other entity.
- (d) The Association has no ownership interest in the Leased Premises upon which the Work will be performed. Any renovations and improvements placed on the Leased Premises, including the Work, shall be owned by the Association during the Term of this Agreement and shall become owned by the Board upon termination or expiration of this Agreement as provided for herein. The Work shall not give rise to any rights against the Leased Premises or the Board.

6.4 Performance and Labor and Materials Payment Bond. The Association shall require that every contractor provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bonds shall be for the greater of the full amount of the contract price or for the amount of the guaranteed maximum price of the Work. Both the Association and the Board shall be obligees under the bonds.

6.5 Rights Concerning the Property During Construction. To the extent necessary, the Association and its contractors shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during the term of this Agreement. With the prior written consent of the LSU Representative, the Association shall fence or block off in a safe and secure manner acceptable to the LSU Representative that area of the Leased Premises necessary to perform the Work. The Association assumes all responsibility for the condition of the Leased Premises used by it during the Term of this Agreement. The Association and its contractors shall maintain the Leased Premises, and all improvements thereon in a reasonably prudent manner at all times. The Association will take prudent care of the Leased Premises and return same to the Board upon expiration or termination of this Agreement in as good a condition as when received, as modified by construction of the Work, ordinary wear and tear excepted. The Association accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against the Board, except as otherwise specifically provided for in this Agreement.

6.6 Board/LSU Rules and Regulations; Code Compliance; Board Access During Construction. The Association agrees that it will comply with all Board and LSUHSC-NO

regulations and policies with regard to all contractors and personnel entering the Property for purposes of renovation and improvement, which regulations and policies could be addressed at a pre-construction conference, and with all state and local laws and ordinances regulating its operations on the Leased Premises, and that Association will secure at its own expense all necessary permits, licenses and other approvals from all regulatory agencies or bodies necessary for the Work. The Association shall make these same requirements of its contractor(s) for the Work. The Association and its contractors shall design and construct the Work in accordance with all adopted current and applicable codes, rules, regulations, applicable laws, and applicable amendments thereto, including all applicable local and state uniform building codes in effect as of the Effective Date hereof. The Work and the Leased Premises shall be subject to inspection by the LSU Representative, who shall have access at all times to the Work and the Leased Premises for all purposes including but not limited to the right to review the Work to determine that it is being performed in compliance with approved plans and specifications and in a good and workmanlike manner.

6.7 Approvals. The Board and the LSU Representative shall not unreasonably withhold, condition, deny or delay any approval or consent required pursuant to this Agreement. Failure by the Board or the LSU Representative to approve or disapprove within a time limit set forth herein shall be deemed disapproval by the Board or the LSU Representative unless otherwise set forth herein.

6.8 Signage. Before erecting or placing any additional signs upon the Leased Premises, the Association shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with the Board's and the LSUHSC-NO's current signage policy or if such signage was included in the plans and specifications which have been approved by the LSU Representative.

6.9 Acceptance of the Work. Prior to acceptance of the Work, the Association shall deliver the following to the LSU Representative:

- (a) All governmental reviews, acceptance letters, and associated appeals; and
- (b) A clear lien certificate as to the Work obtained from the Orleans Parish clerk's office, or evidence that any and all liens against the Leased Premises, and the Work have been adequately bonded.

The Association will not accept the Work without the written approval of the LSU Representative. The Association agrees to complete all warranty and punch list items within the first year following approval by the LSU Representative of the acceptance of the Work. The Board reserves the right to refuse, itself or through the LSU Representative, the acceptance of the Work unless the Association certifies in writing to the LSU Representative that monies equal to the value of the punch list deficiencies have been withheld by the Association for payment for completion of the punch list items and that such monies shall not be expended for any other purpose. Final payment shall not be made to the contractor until the LSU Representative agrees in writing that the punch list items have been completed.

6.10 Funds for the Work. If the President of LSU so requests, prior to the commencement of the Work, the Association shall certify in writing to the LSU Representative that the total amount of money needed to complete the Work has been collected and/or appropriate financing has been acquired by the Association, and that such funds have been and will be dedicated to that use and will not be expended for any other purpose.

6.11 Clerk of the Works. If in the LSU Representative's sole discretion it becomes necessary, the Association shall hire at its sole expense a Clerk of the Works for full-time supervision of the Work, which cost shall not exceed reasonable market rate for such services.

6.12 No Liens or Sale; Release of Recorded Liens. The Association shall not suffer or permit any liens to be enforced against the Leased Premises, the Work, or the Board by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Association or to anyone through or under the Association related to the Work or the Leased Premises. If any such liens shall be recorded, the Association shall cause the same to be released of record, or in the alternative, if the Association in good faith desires to contest the same, the Association shall be privileged to do so, but in such case, the Association hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of said judgment. Furthermore, at the LSU Representative's request, the Association shall promptly deposit with the Recorder of Mortgages for Orleans Parish a bond guaranteeing payment of any such liens.

6.13 Financing or Sale of Property. The Association shall not agree to any financing arrangements with respect to the funding of the construction of the Work or any encumbrances on the Work or otherwise related to the Leased Premises without the prior written approval of the LSU Representative. The Association shall not sell or transfer title to the Work or any improvements related to the Leased Premises without the prior written approval of the LSU Representative.

6.14 Protection of Trees and Utility Lines. The Association and its contractor(s) will not remove or trim any trees located on or adjacent to the Leased Premises without the prior written consent of the LSU Representative, which consent shall not be unreasonably withheld. During construction, the Association and its contractors will protect and guard all trees standing within 100 yards of the construction site for a distance of ten (10) feet from the drip line of each tree against vehicular traffic and other reasonably foreseeable hazards, and Association and its contractors will not store any construction materials within the protected areas. Any existing utility lines to surrounding buildings must be rerouted by the Association with the prior approval of the LSU Representative in order that the Work not be placed over any existing utility lines.

ARTICLE VII. USE, MAINTENANCE, AND REPAIRS

7.1 Use. Subject to the terms and provisions hereof, the Association shall use the Leased Premises solely for the Permitted Use. Association shall not violate any Board or Campus regulation, rule, requirement or policy or local, state or federal law, rule, regulation or ordinance addressing or limiting advertising or endorsements on or above or related to state or public

property. The Association's use of the Leased Premises shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish, or municipal government now or hereafter in effect, including all environmental laws and regulations. Notwithstanding anything to the contrary as set forth in this Agreement and in addition to any other limitations or prohibitions on the use of the Leased Premises, Association agrees that neither it nor any other party shall use the Leased Premises for the advertisement of alcohol, tobacco, gentlemen's clubs, firms which engage in medical or legal malpractice litigation, political advertisement and/or any other subject matters which, in Board's or LSUHSC-NO's sole opinion, would be of poor taste or would imply immorality, or which would be deemed in the sole opinion of Board or LSUHSC-NO to be competitive of the LSU Health Sciences Center and its programs and mission. Furthermore, LSUHSC-NO specifically reserves the right to review any contract between Association and any third party for the installation and/or operation of any electronic message on the Leased Premises, and any such contract between Association and any third party for such purposes shall require the approval of the LSU Representative. LSUHSC-NO reserves the right in its sole opinion and judgment to review in advance any content to be shown on the electronic message boards, which approval, if LSUHSC-NO exercises this right, shall be given or withheld by the LSU Representative.

7.2 Prohibited Uses. The Association shall not use the Leased Premises for the sale, distribution, storage, transportation, or handling of petroleum or synthetic products. The Association shall not make any use of the Leased Premises in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on, in or about the Leased Premises or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Leased Premises, the Association shall obtain any permits required by the State of Louisiana, the Parish of Orleans, the United States of America or any of their subdivisions, agencies or departments related to the sale, distribution, storage, transportation, or handling of petroleum or synthetic products. The Association shall not install or otherwise place storage tanks in or on the Leased Premises without the LSU Representative's prior written consent, which, in addition to any other conditions required by the Board, shall be subject to the condition that any such tank shall be located on a concrete slab and shall be surrounded by a retaining wall that shall retain the products stored in the tanks in the event of any spill, discharge, leak, overfill, or other release.

7.3 Utilities. The Association shall be solely responsible for the payment of all utilities related to the Leased Premises, including but not limited to charges for electricity, energy, light, heat, air conditioning, power, telephone, garbage, or other trash removal and disposal, water, and sewer user fees. All utilities will be billed directly to and in the name of Association. It shall be the responsibility of the Association to make all necessary arrangements to tap into existing and other services. The Association shall be allowed to tie into all future utilities installed at its discretion and sole cost.

7.4 Operating Expenses. The Association shall pay all expenses, costs, premiums, and disbursements of any nature whatsoever accrued or incurred in connection with the lease, management, operation, maintenance, repair and insurance of the Leased Premises, including any and all improvements thereon.

7.5 Maintenance and Repairs. The Association shall maintain the Leased Premises and improvements thereon in good condition and make all necessary repairs to the improvements thereon to maintain them in the same or better condition as they were at the beginning of the Term and after completion of the Work, ordinary wear and tear excepted.

7.6 Access to Property. The Board shall provide to the Association ingress and access to the Leased Premises at all times. The Association shall at all times allow the Board ingress, egress, and access through and across the Leased Premises. Notwithstanding the foregoing, entry by the Board shall occur at reasonable times and in such a manner as to not unreasonably interfere with the Association's use and enjoyment of the Leased Premises.

7.7 Mineral Exploration and Production. Notwithstanding any other provision of this Agreement, the Board expressly reserves all mineral rights regarding the Leased Premises, including but in no way limited to the right, acting either directly or through its agents, contractors, and/or mineral lessees, to conduct mineral exploration and production activities below the Leased Premises by directional or other drilling. The Association shall allow the Board, its employees, agents, and contractors to access the Leased Premises for and shall not in any way interfere with such operations. In the event that the Board, its agents, and/or contractors perform such operations on the Leased Premises, it shall do so in a manner that does not interfere with the Association's permitted use of the Leased Premises.

7.8 Waiver and Disclaimer of Warranties. Association accepts the Leased Premises in its "as is" and existing condition, at the Association's sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of repair of the Leased Premises or the fitness of same for the Association's purposes or for any other purpose whatsoever, except as may otherwise be specifically provided for herein. The Board warrants only against eviction, and all other warranties are expressly disclaimed by the Board and waived and renounced by the Association.

ARTICLE VIII. INSURANCE

8.1 Required Insurance. Throughout the Term of this Agreement, the Association shall at all times maintain or cause to be maintained, with respect to the Leased Premises and all buildings and improvements thereon, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and, to the extent available on commercially reasonable terms, bearing a rate of A+:XV in the latest Best Casualty Insurance Reports. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the President of LSU, the Association and/or contractor shall obtain a policy with an insurer that meets the A. M. Best Co. rating required and shall submit another Certificate of Insurance as required hereunder.

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: (a) premises-operations	Coverage in an amount not less than: \$1,000,000.00 per occurrence; \$2,000,000.00 General Aggregate; and

(b) broad form Lease liability (c) products/completed operations (d) use of contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent contractors (i) sprinkler leakage legal liability	\$2,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made form is not acceptable.
Business Automobile Liability Insurance for bodily injury and property damage, covering owned, hired, rented, and leased automobiles.	Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
Worker's Compensation & Employer's Liability Insurance.	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Employer's liability limit is to be \$500,000.00 when work is to be over.
Flood insurance, if applicable.	In amounts determined by LSU to be reasonable, but no more than the amount available under the National Flood Insurance Program.

8.2 Additional Insurance Requirements During the Work. Unless otherwise approved in writing by the LSU Representative, during any Work, the Association shall maintain or require its contractor(s) to maintain the following insurance in addition to the coverages provided by 8.1 above:

- (a) Builder's Risk Insurance. The Association or contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work, the Leased Premises, all buildings and improvements located on the Leased Premises, to protect against any damage or loss during the Work. This policy shall be taken out prior to commencement of construction and discontinued upon final completion of all Punch List items to the satisfaction of the LSU Representative. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work. The policy shall include coverage for and shall run in favor of the Board, the LSUHSC-NO,

the Association, and Association's contractor(s) and any subcontractors as their interests may appear.

- (b) General Liability and Property Damage Insurance. The Association and its contractors, before commencing any Work, shall procure such comprehensive liability and property damage insurance, including, but not limited to Commercial General Liability, Personal and Advertising Injury Liability, Products and Completed Operations Liability and insurance for the operation of motor vehicles, which will cover, to the extent allowed by law, the Association's, the Board's, the LSUHSC-NO's and the architect's/engineer's legal liability (but not the architect's/engineer's professional liability) arising out of the Work performed by the Association or any of its contractors or subcontractors and by anyone directly or indirectly employed by any of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings. Unless otherwise agreed to in writing by the Board, such policy or policies of insurance shall provide minimum liability limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate. The Association shall also require its contractors and subcontractors to have in full force and affect a policy of workers' compensation and employer's liability insurance before proceeding with the construction under this Agreement, which insurance shall be in compliance with the Louisiana Workers Compensation Act. Employer's liability coverage shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.
- (c) Architect's/Engineer's Design, Errors and Omissions. The Association shall provide to the Board evidence that any architect/engineer for the Work has procured architect's/engineer's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative.
- (d) Pollution Liability. Pollution Liability Insurance, including gradual release as well as sudden and accidental releases, shall be obtained by the Association and/or its contractors prior to commencement of any Work and shall include a minimum limit of not less than \$1,000,000.00 per claim.

8.3 Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects the LSUHSC-NO, the Board and its board members, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and the Board shall be excess and noncontributory of Association or any contractors' insurance.

8.4 Failure to Comply With Reporting Requirements. Any failure of the Association or its contractor(s) to comply with reporting requirements of a policy required hereby shall not affect coverage provided to the LSUHSC-NO, the Board and its board members, officers, employees, agents, and volunteers.

8.5 Application of Multiple Policies. The Association's and/or any contractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

8.6 No Release. Neither the acceptance of any completed Work nor the payment therefor shall release the Association or any contractor from the obligations of the insurance requirements or indemnification set forth herein.

8.7 No Recourse. The insurance companies issuing the required policies shall have no recourse against the Board or the LSUHSC-NO for payment of premiums or for assessments under any form of the policies.

8.8 Excess Insurance. Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

8.9 Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by the LSU Representative. The Association and/or its contractors shall be responsible for all deductibles and self-insured retentions.

8.10 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the LSUHSC-NO, the Board and its board members, officers, employees, agents, and volunteers.

8.11 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

8.12 Verification of Coverage. The Association shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. In addition to the certificates, the Association shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a thirty (30) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Association to furnish, deliver and maintain such insurance as provided herein, and expiration of the cure period in Section 12.1(c), this Agreement, at the election of the Board, may be suspended, discontinued or terminated; alternatively, the Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Association at the Association's commercially reasonable cost and expense. Failure of the Association to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Association from any liability or indemnification hereunder.

8.13 Additional Insureds. The Association, LSUHSC-NO, the Board, and their board members, officers, employees, and agents shall each be named as additional insureds on all policies required hereby.

**ARTICLE IX.
DONATION OR REMOVAL OF WORK AND IMPROVEMENTS
AND TITLE THERETO**

Upon the expiration of this Agreement, at LSUHSC-NO's sole option, the Association shall donate the entirety of all Work constructed and/or located on the Leased Premises to the Board. The parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof by the Board and will record the donation and acceptance in the records of Orleans Parish. The Vendor shall own all Work during the Term of this Agreement. Alternatively, at LSUHSC-NO's sole option, Association, at its sole cost and expense, shall remove all improvements from the Leased Premises upon the expiration of this Agreement and restore the Leased Premises to its condition as of the Effective Date hereof.

**ARTICLE X.
INDEMNIFICATION**

The Association agrees to defend, indemnify, and hold the Board Indemnites harmless from and against any and all claims arising out of or in any way connected to the Association's use and occupancy of the Leased Premises and the performance of all of its rights, duties, and obligations set forth in this Agreement, specifically including but in no way limited to the construction of any Work, except to the extent such claims and any resulting damages were caused by the fault and/or negligence of the Board Indemnites. Said obligation shall include but shall not necessarily be limited to defending the Board Indemnites in any legal action against them, paying in full and satisfying any claims, demands, or judgments made or rendered against the Board Indemnites, and reimbursing the Board Indemnites for any legal expenses, including attorney fees and court costs, which may be incurred by them in defense of any claim or legal action arising hereunder; provided, however, that the Association's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense obligation shall be limited to insurance proceeds which are available for this purpose, but only if the Association has procured and kept in force the insurance required by this Agreement.

To the extent allowed by law, the Board agrees to defend, indemnify, and hold the Association Indemnites harmless from and against any and all claims arising out of or in any way connected to the Board's actions on the Leased Premises and the performance of all of its rights, duties, and obligations set forth in this Agreement, except to the extent such claims and any resulting damages were caused by the fault and/or negligence of the Association Indemnites. Said obligation shall include but shall not necessarily be limited to defending the Association Indemnites in any legal action against them, paying in full and satisfying any claims, demands, or judgments made or rendered against the Association Indemnites, and reimbursing the Association Indemnites for any legal expenses, including attorney fees and court costs, which may be incurred by them in defense of any claim or legal action arising hereunder; provided, however, that the Board's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense obligation shall be limited to insurance proceeds which are available for this purpose.

cannot be reasonably cured within the deadline and the Association is diligently working to cure the default) after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied, or

- (c) Failure of the Association to observe or perform any other covenant, condition, or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days (or longer period of time as reasonably required in the event that the default cannot be reasonably cured within the deadline and the Association is diligently working to cure the default, but not to exceed a total of 180 days) after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied, or
- (d) The taking by execution of the Work for the benefit of any person or entity other than the Board, or
- (e) A court of proper jurisdiction entering an order for relief in any involuntary case commenced against the Association, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for the Association or any substantial part of the properties of the Association or ordering the winding up or liquidation of the affairs of the Association, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or
- (f) The commencement by the Association of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Association to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for the Association or any substantial part of the properties of the Association, or
- (g) The Association, after commencement of construction but prior to substantially completing any Work, abandons (with no intent to continue) construction for a period of thirty (30) consecutive days, excluding delays caused by Force Majeure, which continues for a period of fifteen (15) days after receipt of written notice from the LSU Representative.

12.2 Whenever any Association Event of Default referred to in this section shall have occurred and be continuing beyond any specified cure period, then in addition to any other remedies herein or by law provided, the Board shall have the right to recover reasonable damages and, without any further demand or notice, to declare this Agreement terminated. In the event of such termination of this Agreement, the Association expressly waives any notice to vacate. Notwithstanding anything to the contrary set forth herein, in the event of termination of this Agreement by the Board upon an Association Event of Default prior to approval by Board or the

LSU Representative of final acceptance of the Work, the Board, at its sole option, shall have the right to accept full ownership of and title to the Work as well as all funds dedicated to complete the Work, and Association shall execute any and all documents necessary to effectuate same; provided, however, that the, Board, at its sole option, may require the Association to transfer its rights and obligations under this Agreement, as well as any funds the Association has dedicated to complete the Work, to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the Board. Furthermore, in the event of the termination of this Agreement during the Work due to the default of the Association, the Board may call on the surety under the performance bond to complete the Work, and the Board, at its sole option, shall either become the owner of all renovations and improvements made on the Leased Premises, or shall require the Association to transfer its rights and obligations under this Agreement and any funds the Association has dedicated to complete the Work to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the Board.

ARTICLE XIII. BOARD DEFAULT

The Association may declare the Board in default upon the failure of the Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days (or longer period of time as reasonably required in the event that the default cannot be reasonably cured within the deadline and the Board is diligently working to cure the default) after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and the Board has not taken any action reasonably anticipated to cure such default, then in addition to any other remedies herein or by law or equity provided, the Association shall have the right to select any one or more of the following remedies, without further demand or notice: to declare this Agreement terminated, to require the Board to correct the specific failure, and to recover reasonable damages suffered by the Association.

ARTICLE XIV. OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Association by Board shall remain the property of Board, and shall be returned by Association to Board, at Association's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Association in connection with the performance of the services contracted for herein shall become the property of Board, and shall, upon request, be transferred by Association to Board, at Association's expense, at termination or expiration of this Agreement.

ARTICLE XV. DISCRIMINATION CLAUSE

The Association agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the

Fair Housing Act of 1968 as amended, and Association agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Association agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Association, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XVI. MISCELLANEOUS

16.1 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

16.2 Attorney Fees. If either party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorney fees and costs of suit from the non-prevailing party.

16.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and the sole forum for all disputes arising out of this Agreement shall be the Nineteenth Judicial District Court for the Parish of Orleans.

16.4 Non-Waiver. No waiver by the Board or the Association of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of the Board or the Association to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of any other covenant or option. No waiver, change, modification, or discharge by the Board or the Association of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

16.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

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

16.7 Name, Logo, or Marks. Neither party shall make use of the other party's name, logo, or marks without its prior written consent.

16.8 Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

16.9 Assignment and Sub-Letting. The Association shall not assign or sublease this Agreement or any part hereof without the prior written consent of the President of LSU, which shall not be unreasonably withheld, and any attempted assignment or sublease without such consent shall be null and void as to the Board.

16.10 Books, Records and Audit. The books, accounts and records of the Association which pertain directly to the Work shall be maintained at the principal office of the Association. The Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Association and its contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to the Association's performance of its obligations under this Agreement until the date that the Association has completed and LSU has approved the acceptance of the Work. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of the Board, by independent auditors retained by the Board to conduct such audit, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Association.

16.11 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the Board into another educational institution.

16.12 Notice of Lease. The Association agrees not to record this Agreement. At Association's option, the parties shall execute a Notice of Lease for recording in the records of Orleans Parish, meeting the requirements of LSA R.S. 9:2742, and the cost of recording will be borne by the Association.

16.13 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of LSU to act as the LSU Representative, the Associate Vice President of the Facility and Property Oversight is hereby authorized to act as the LSU Representative.

16.14 Entire Agreement. This Agreement, including any exhibits attached hereto, contains the final and entire agreement between the parties hereto with respect to the Leased Premises and the Work, and contains all of the terms and conditions agreed upon with respect to the Leased Premises and the Work, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written.

16.15 Representations and Warranties of the Parties. To induce the other party to execute, deliver and perform this Agreement, and without regard to any independent investigations made

by the other party, each party represents and warrants to the other party on and as of the date of execution and delivery of this Agreement that it has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto are and shall be duly authorized to sign the same on that party's behalf and to bind that party thereto. This Agreement and all documents to be executed pursuant hereto by the parties are and shall be binding upon and enforceable against each party in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which each respective party is subject or by which each respective party is bound.

16.16 Force Majeure. If either party hereto is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of Force Majeure, then upon notice to the other party the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall make good faith efforts to remedy the cause of delay and to resume performance. Notwithstanding anything to the contrary set forth in this Agreement, nothing in this Section shall excuse the Association from the prompt payment of any Rent or other charges required of the Association hereunder.

ARTICLE XVII. EXHIBITS

- Exhibit A – Resolution of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
- Exhibit B – Resolution of the Board of Directors of the Association
- Exhibit C – Description of Leased Property

Location 1:

The lease area is a 50' X 8' portion of SQ 406 LOT 1 PERDIDO AND CLARA 30 8X85 OVER 87 LOT 2 PERDIDO 29 11X86 8 OVER 94 2 LOT 3 PERDIDO 28 3 X 100 3 on the northwest corner 20' from the north boundary and on the west boundary.

Location 2:

The lease area is a 8' X 50' portion of original Lot No. 11 of the Howe & Martin Tract 2.4012 acres 1222.84 X 1237.2.3 X R262.7.2 on the northwest corner 8' from the north boundary and 493' from the west boundary.

Location 3:

The lease area is a 10' X 15' portion of SQ 497 LOT HD3 304' X 201' on the northwest corner on the north boundary and 15' from the west boundary.

Location 4:

The lease area is a 10' X 15' portion of SQ 465 LOT 7 TULANE 32' 3 X 108' 6 LOT 8 TULANE & BOLIVAR 27' 7 X 104' 10 is the northwest corner on the north boundary and 5' from the west boundary.

(Also drawings labelled A1-A4)

Exhibit D - Description of Billboard Structures and Work Through its Contractor, Association will be responsible to construct and operate four (4) billboard structures and related materials and permits, as described below:

- **Location 1:** At East Side of I-10 at Gravier Street, one (1) 14' X 48' new steel mono-pole double-faced digital outdoor advertising sign structure
- **Location 2:** At School of Dentistry Campus, 100 Florida Avenue, facing I-610, one (1) 14' X 48' new steel mono-pole double-faced digital outdoor advertising sign structure
- **Location 3:** At corner of South Roman Street and Tulane Avenue, one (1) 10' X 4' new steel mono-pole double-faced digital outdoor advertising sign structure
- **Location 4:** At corner of South Johnson Street and Tulane Avenue, one (1) 10' X 4' new steel mono-pole double-faced digital outdoor advertising sign structure
- All related structural components required per City of New Orleans and State of Louisiana Building Codes
- Required permits: All required permits to be obtained by Vendor for the proper legal construction and operation of all described message boards.

(Remainder of Page Intentionally Left Blank/Signature Page Follows)

*Signature Page for Lease Agreement by and Between
Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
and Health Sciences Center New Orleans Alumni Association*

IN WITNESS WHEREOF, the parties hereby signed this Agreement in the presence of the undersigned competent witnesses, as of the date set forth by the signatures, to be effective on the _____ day of _____, 2015.

WITNESSES:

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

Print name: _____

Print name: _____

By: _____

F. King Alexander, President
Louisiana State University and Agricultural
and Mechanical College

Date: _____

AFFILIATED ASSOCIATION

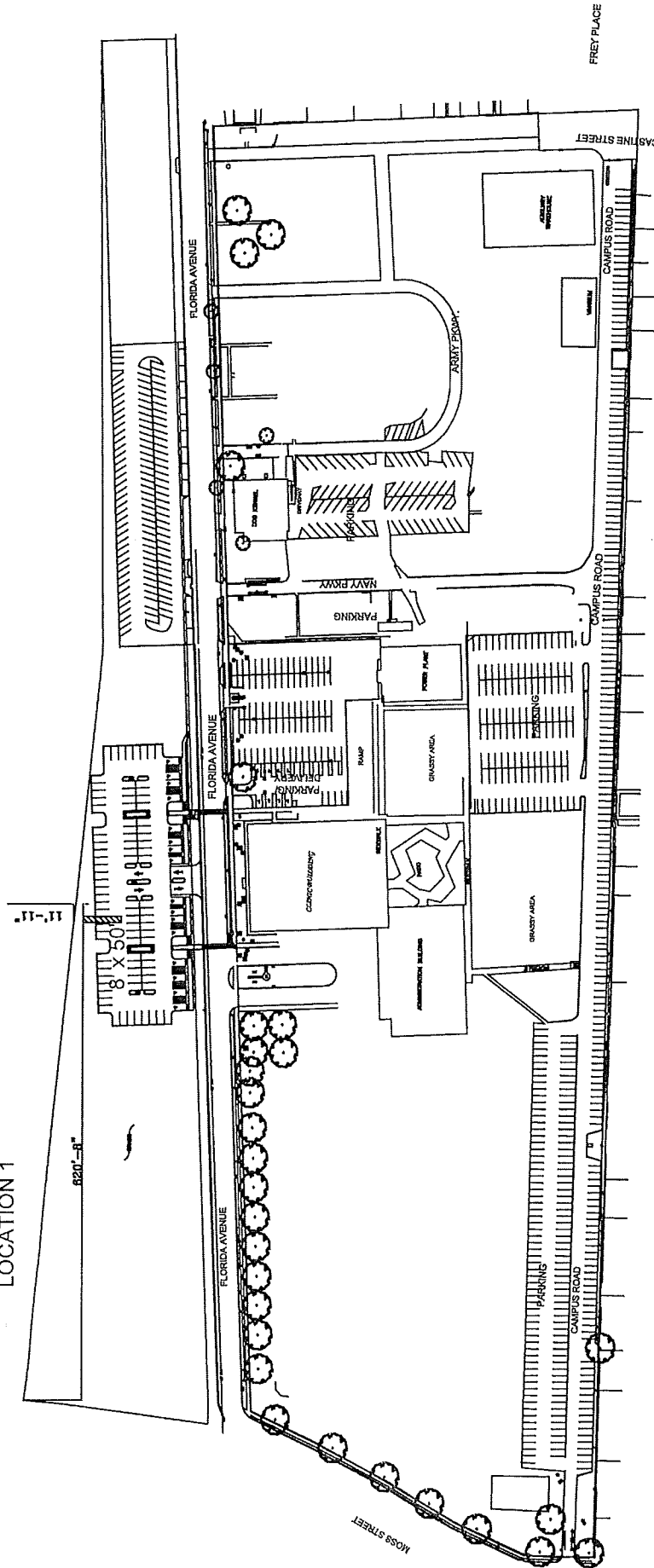
Print name: _____

Print name: _____

By: _____

Date: _____

EXHIBIT A1
LOCATION 1



FACILITY PROGRAM FOR CHARITY HOSPITAL
OF LOUISIANA AT NEW ORLEANS
PHASE I - FACILITY INVENTORY

7509

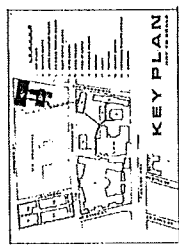
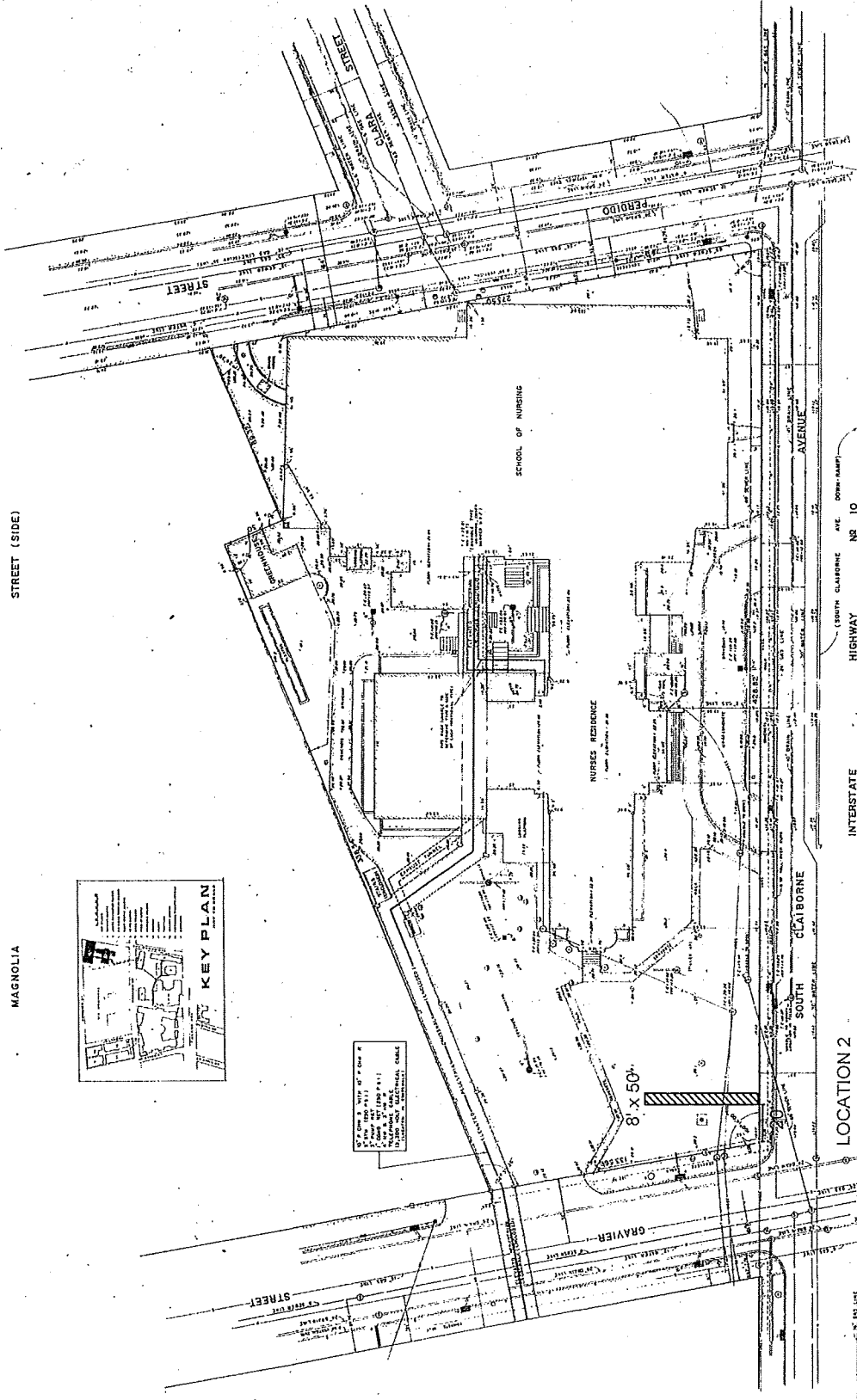
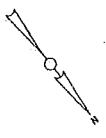
GIMINI AND MERIC AND ASSOCIATES INC ARCHITECTS

NEW ORLEANS, LOUISIANA

DATE: 11/15/57
DRAWN BY: [illegible]
CHECKED BY: [illegible]
SCALE: 1" = 100'

SHEET NO. 2 OF 4

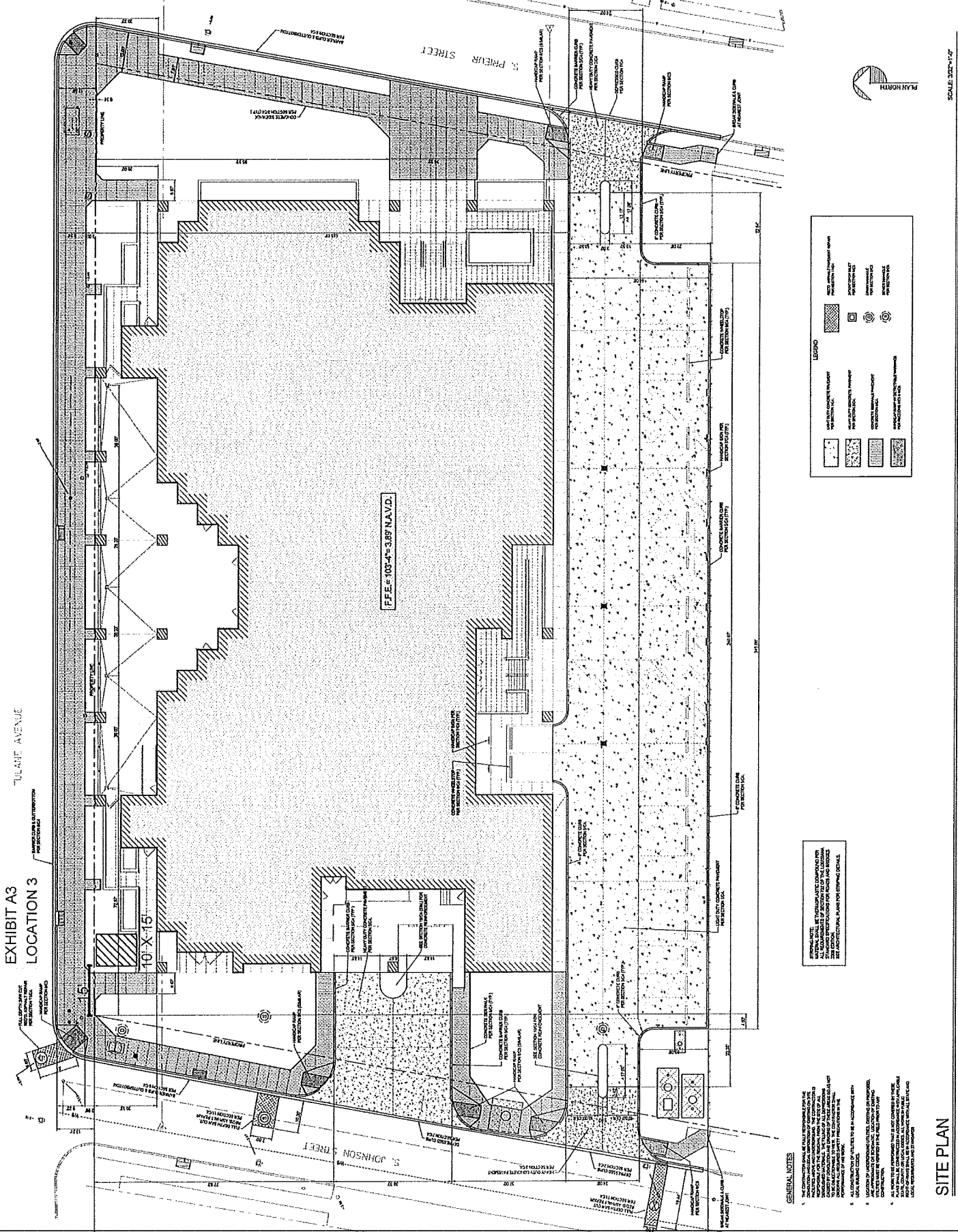
EXHIBIT A2
LOCATION 2



The office shown on these plans has been located from available records at the time of preparation of these plans and the location has been verified by field survey. It is the responsibility of the client to verify the location of any building shown on these plans and to provide the location of any building shown on these plans that is not shown on these plans. The client is responsible for any errors in these plans.

J. J. KREBS & SONS, INC.
ENGINEERS, ARCHITECTS & SURVEYORS
300 PINE STREET, NEW ORLEANS, LA.

SHEET NO. C1 DATE: _____ DRAWN BY: _____ CHECKED BY: _____ REVISIONS: _____	COMMISSION 0007	HUMAN DEVELOPMENT CENTER LSU HEALTH SCIENCES CENTER STATE PROJECT NO. 19-04N-98B-01, PART 02 STATE CODE NO. 1-28-035 STATE I.D. NO. NEW	DUPLANTIER & MERIC, ARCHITECTS, L.L.C. 4111 BENTLEY AVENUE, SUITE C, NEW ORLEANS, LOUISIANA 70119 504-381-5174 FAX 504-381-5139
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LEGEND

	CONCRETE SLABS
	CONCRETE WALLS
	CONCRETE COLUMNS
	CONCRETE BEAMS
	STEEL DECK
	STEEL JOISTS
	STEEL TRUSSES
	STEEL GIRDERS
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GENERAL NOTES

1. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
2. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
4. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
5. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.



SCALE: 3/32"=1'-0"

SITE PLAN



Request from LSUA to Approve a Lease Agreement with the LSUA Foundation for the Construction of an Icon Corner Pond and Entrance Signage

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8, D.2 (a), this matter is a Significant Board Matter.

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by the University.

1. Summary of Matter

LSUA has received a request from the LSUA Foundation to lease land for the purpose of constructing improvements on the Land consisting of an Icon Corner Pond with entrance signage, all at the Foundation expense and in accordance to design standards established by the Board and/or the University. LSUA desires to grant the Foundation such a lease in order to facilitate construction of such improvements. Upon completion of the improvements pursuant to the terms of the Lease, the improvements will be donated by the Foundation to the Board.

LSUA is in agreement with the request and has worked with the LSUA Foundation to develop the improvements.

LSUA is further requesting the Board of Supervisors to authorize and empower the President at this time to sign the Lease Agreement.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

None

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

- Lease Agreement

6. Parties of Interest

LSU Board of Supervisors
The LSUA Foundation

7. Related Transactions

None

8. Conflicts of Interest

None

ATTACHMENTS:

- I. Memorandum from Chancellor Howard
- II. Draft Lease Agreement, available on the LSU Board of Supervisors' Website
 - a. Exhibit A- Vicinity Map and Legal Description

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Lease Agreement with The LSUA Foundation to construct an Icon Corner Pond with entrance signage.

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the Lease Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.



Office of the Chancellor
(318) 473-6444 • Fax: (318) 473-6480

8100 Highway 71 South
Alexandria, LA 71302-9121

November 11, 2015

To: F. King Alexander, President
Louisiana State University

Through: Daniel Howard, Chancellor
LSU at Alexandria

From: Deron Thaxton
Vice Chancellor for Finance and Administration
LSU at Alexandria

Re: Request for LSUA to Approve a Lease Agreement with The LSUA Foundation
for the Construction of an Icon Corner Pond and Entrance Signage

In accordance with Article VII, Section 8, D.2(a) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, I am submitting the attached documents to request Board Approval of a Lease Agreement with the LSUA Foundation. The Foundation desires to lease the Land for the purpose of constructing an Icon Pond with Entrance Signage, all at the Foundation's expense. Upon completion of the construction at the termination of the Lease, the improvements will be donated to the Board for the benefit of LSUA.

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at the next meeting.

The information submitted herewith is complete and accurate and to the best of my knowledge, I have provided all necessary documentation and am seeking your review and favorable consideration.

Your assistance is greatly appreciated.



GDH

**LEASE AGREEMENT FOR CONSTRUCTION OF
ICON CORNER POND**

THIS LEASE AGREEMENT FOR CONSTRUCTION OF ICON CORNER POND

(herein "Lease") is entered into as of the dates indicated on the attached Acknowledgments, by
and between,

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional
corporation organized and existing under the Constitution and laws of the State of
Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing
herein through, Dr. F. King Alexander, in his capacity as President of LSU, duly
authorized and empowered by resolution of said Board of Supervisors (hereinafter
referred to as "Board"),

and

LSUA FOUNDATION, a Louisiana non-profit corporation organized and existing
under the laws of the State of Louisiana, domiciled in the Parish of Rapides, herein
appearing through and represented by Aloysia Ducote, its duly authorized
Executive Director (hereinafter referred to as "Foundation"),

provides as follows:

WITNESSETH

WHEREAS, Foundation is a private non-profit Louisiana corporation described in Section
501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose is to
support the mission and programs of Louisiana State University at Alexandria ("University"), a
higher education institution under the management and supervision of Board;

WHEREAS, Louisiana Revised Statutes 17:3361, et seq., expressly authorizes Board to
lease property to a nonprofit corporation such as Foundation for the purpose of constructing and
renovating buildings, other structures and improvements;

WHEREAS, Board is the owner of the immovable property reflected on Exhibit “A” hereto (the “Land”);

WHEREAS, Foundation desires to lease the Land for the purpose of constructing improvements on the Land consisting of an Icon Pond with entrance signage, all at Foundation’s expense and in accordance with design standards established by the Board and/or University, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

WHEREAS, the improvements to be constructed by Foundation pursuant to the terms of this Lease will be donated by Foundation to Board upon completion of construction and acceptance by Board in accordance with the terms of this Lease;

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

CERTAIN TERMS DEFINED

“Applicable Laws” refers to all laws, statutes, rules, regulations, ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

“Architect” refers to any architect or other design professional, including their permitted successors and assigns, engaged by Foundation to perform architectural or design services with

respect to any phase of the design and/or construction and renovation of the Improvements or to any substitute or successor architect or other design professional engaged by Foundation.

“Authorization to Proceed” refers to the authorization that must be given in writing by the LSU Representative before any Work can begin, which authorization shall be required for each phase of the Work, if the Work is divided into phases by Foundation and the LSU Representative.

“Construction Contract” refers to one or more agreements for the construction of the Improvements entered into by and between the Foundation and the Contractor, including all amendments, modifications, exhibits, schedules, supplements, addenda and change orders to all such agreements.

“Contractor” refers to the contractor or contractors selected by Foundation to construct the Improvements and their permitted successors and assigns.

“Donation Acceptance Requirements” refers to all events required to occur prior to acceptance by LSU of the donation of Improvements, including but not all limited, to the completion of all Work related to said Improvements; completion of Punch List items required by the LSU Representative to be completed prior to donation to LSU of the Improvements or any phase thereof; compliance with all campus standards identified by the LSU Representative as applicable to said Improvements or any phase thereof; compliance with all applicable code and Division of Administration, Facility Planning and Control requirements; compliance with all administrative lease requirements identified by the LSU Representative as applicable to the donation of said Improvements or any phase thereof; and compliance with all requirements identified in writing by the University Construction Monitor to Foundation in response to a request from Foundation for acceptance of the donation of any Improvements; provided, however, that the

foregoing definition of Donation Acceptance Requirements shall not be interpreted in a manner that would prohibit or otherwise prevent Board from accepting the donation of Improvements in phases or accepting the donation of Improvements, whether in two or more phases, upon Substantial Completion in accordance with the provisions of Section 6.1 of this Lease. **[NOTE: IS THIS CONSTRUCTION THAT WILL NEED TO BE SUBMITTED TO AND APPROVED BY FACILITY PLANNING?]**

“Effective Date” refers to _____, or the date upon which all of the following have occurred, whichever is later: (a) this Lease is executed and delivered by the parties hereto; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

“Facilities” refers to the Icon pond with entrance signage.

"Force Majeure" refers to any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stopped; and, (c) any other similar cause or similar event beyond the reasonable control of the Foundation.

“Governmental Authorities” refers to any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

“Improvements” refers to the proposed expansion, renovations and improvements to the Land in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to, the following: the construction of an Icon Pond with entrance signage and related improvements to be completed as approved by the LSU Representative.

“Land” refers to that certain parcel of property located on the campus of LSU as shown on Exhibit A hereto, and the Facilities and improvements located thereon.

“Leased Premises” refers to those areas shown on **EXHIBIT B HERETO** as “Leased Premises” and leased pursuant to the Lease by Board to Foundation.

“LSU Representative” refers to the President of LSU or his designees.

“Payment and Performance Bonds” refers to payment and performance bonds required in connection with performance of the Work and described in Section 4.1D of this Lease.

“Plans and Specifications” refers to one or more sets of final plans and specifications, including any amendments, addenda, or supplements for design of the Improvements, materials selection and method of construction for the construction of the Improvements and for all Work related thereto, which have been approved, in writing, by the LSU Representative.

“Punch List” refers to a list prepared by the Architect and approved by the University Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“Substantial Completion” refers to the date or dates on which (a) the Architect has certified to Foundation that the Work (or, if approved by the University Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance

with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the University Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“University Construction Monitor” one or more persons designated and authorized in writing from time to time by the President of LSU or his designee to monitor Foundation’s construction progress during the construction phase of the Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the University’s Director of Planning, Design and Construction.

“Work,” refers to all work and activities required to be undertaken by Foundation in order to design and construct the Improvements including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of facilities and all necessary utility placements, relocations, tie-ins and upgrades.

1.

AGREEMENT TO LEASE

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases the Leased Premises to Foundation, and hereby grants to Foundation such rights of use and access in, over, on and across the Land and the Facilities as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and Board, this Lease, including all rights of use and access for construction purposes,

shall terminate upon the earlier of; (a) termination of this Lease in accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) the ___ day of _____, 2016.

2.

AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board, in one or more phases, after completion of the Work. It is estimated that the total cost to design and construct the Improvements, will not exceed _____/100 Dollars (\$_____), all of which cost and expense shall be paid by Foundation from private contributions donated for the purpose of supporting the design, construction and related expenditures associated with the Improvements. The amount estimated for costs and expense may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

3.

USE OF PREMISES

Foundation may use the Leased Premises and the Land only for construction of the Improvements. Foundation shall not use the Leased Premises and the Land for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Leased Premises and the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Leased Premises and the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Leased Premises, Foundation shall obtain any permits required by the

State of Louisiana, the Parish of Rapides and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Leased Premises or the Land without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

4.
CONSTRUCTION

4.1 At its sole cost and expense, Foundation shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the University Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications, whether issued before or after the Authorization to Proceed is given, shall be made to the LSU Representative, who shall approve or disapprove such request in writing within seven (7) days (excluding Saturdays, Sundays or state or federal holidays) of having received such request in writing from the Foundation. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, regardless of the cost thereof, or (2) materially

alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) days (excluding Saturdays, Sundays or state or federal holidays) after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period (excluding Saturdays, Sundays or state or federal holidays), it shall be deemed that LSU approves such changes. All notifications to the LSU Representative for requests for change orders to the Plans and Specifications shall include copies of the proposed change orders and copies of the approvals by the Contractor, the Architect, the Foundation and the University Construction Monitor of such change orders, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements whether or not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the University Construction Monitor) to and received by the University Construction Monitor who shall either approve or disapprove any such changes within four (4) days (excluding Saturdays, Sundays or state or federal holidays) after receipt of such request and

copies of the proposed changes from Foundation. If the University Construction Monitor fails to respond within such four (4) day period (excluding Saturdays, Sundays or state or federal holidays), it shall be deemed that he approves such change(s).

Notwithstanding anything to the contrary contained in this Lease, no material change order to the Construction Contract which substantially deviates from the Plans and Specifications as originally approved shall be implemented without the prior written consent of the LSU Representative. Furthermore, and notwithstanding anything to the contrary contained in this Lease, no Work or construction shall commence for the Improvements until the LSU Representative has issued the Authorization to Proceed, which authorization may be given on a phase-by-phase basis.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence the Work on or before _____, or within thirty (30) days after the LSU Representative has given written approval to the notice to commence, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all phases of the Work on or before _____, but in any event to complete all Work on or before _____. No work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Foundation shall not enter into a proposed Construction Contract or materially amend it thereafter, without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Foundation. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of Rapides Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that the parties thereto have been informed of the following:

- (i) The Work will be performed solely and exclusively for Foundation.
- (ii) Foundation is a separate legal entity from University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University or Board to any extent whatsoever.
- (iii) Neither Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Lease.
- (iv) Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land shall become property of Board upon completion of the Work. The Work shall not give

rise to any rights against the Land, the Facilities, the Improvements, Board or University.

(v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds

Foundation shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Contract Sum or the Guaranteed Maximum Price as defined and established in the Construction Contract. Both Foundation and Board shall be obligees under the bond(s).

E. Rights Concerning the Land During Construction

To the extent necessary, Foundation and the Contractor shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased

Premises, during the term of this Lease and, with the prior written consent of the University Construction Monitor, shall fence or block off that area of the Leased Premises or Land necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Foundation assumes all responsibility for the condition of the Leased Premises during the term of this Lease. Foundation and the Contractor shall maintain the Leased Premises, the Land and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the term of this Lease. The University Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Leased Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. Foundation accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction

Board hereby grants to Foundation a servitude of access over and across the Land and such other property owned by Board only in so far as such is reasonably necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the University Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of the Land and such other property.

G. LSU Rules and Regulations; Access During Construction

Foundation agrees that it will comply with all Board and University regulations, policies and mandates with regard to all contractors and personnel entering the Leased Premises

and the Land for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Foundation shall make these same requirements of the Contractor. At all times during construction, the University Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Leased Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

H. Signage

Before erecting or placing any sign upon the Leased Premises, the Land or the Improvements, Foundation shall submit the design specifications of such sign to the LSU Representative for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

I. Acceptance of Construction

Foundation and Board acknowledge that the Work will likely have to be undertaken and completed in two or more phases to minimize disruptions and loss of productivity. Foundation and Board agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of each phase of the Work. Foundation will not accept any portion of the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of any phase of the Work unless monies equal to the value of the punch list deficiencies are withheld by the Foundation and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the

Work, whether in one or more phases, by Foundation to Board, Foundation hereby agrees that, to the extent allowed by law, Foundation will assign or transfer to Board its right to enforce actions against the Contractor and/or the Architect arising out of the Work; provided, however, Foundation shall continue to be obligated to complete the Punch List items. Final payment shall not be made to the Contractor until the LSU Representative agrees in writing that the Punch List items have been completed.

J. Funds for Construction

At the LSU Representative's request, prior to the commencement of any phase of the Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work, or phase of the Work being undertake, has been collected or acquired by the Foundation and is dedicated to that use. At the LSU Representative's sole option, Foundation may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

K. On Site Construction Inspector

If in the LSU Representative's sole discretion it becomes necessary, Foundation at Foundation's expense shall hire an on-site construction inspector or clerk of the works for full time supervision of the Work.

L. Inspection and Survey

Foundation shall inspect the Leased Premises and the Land, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Foundation accepts the Leased Premises in its present condition.

M. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Leased Premises, the Land, the Improvements or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so, but in such case, Foundation shall promptly deposit with the Recorder of Mortgages of Rapides Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

5.

INSURANCE

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, Foundation shall maintain or require the Contractor to maintain the following:

A. Builder's Risk/Property Insurance

Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work and until final donation of the Improvements

to Board and acceptance thereof. This policy shall be taken out prior to commencement of construction and discontinued upon completion of all phases of the Work and Improvements or approved phase thereof or as otherwise agreed to by Foundation and the LSU Representative. It shall run in favor of Contractor, Foundation and Board, as their interests may appear. The coverage shall include the Architect's fee for work required and reconstruction following a loss during construction. Notwithstanding the above, Foundation at all times prior to transfer of ownership of the Work or Improvements to Board shall obtain and keep in full force and effect insurance fully insuring the Work and Improvements against damage or loss, whether pursuant to the Builder's Risk Policy or through other insurance. Written evidence of all such insurance shall be provided to the LSU Representative prior to commencement of the Work.

B. General Liability and Property Damage Insurance

Foundation and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Foundation's, Board's and the Architect's legal liability arising out of the construction performed by Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of worker's compensation and employer's liability insurance before proceeding with the construction under this Lease.

Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions

Upon execution of this Lease, Foundation shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

5.2 Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

A. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Foundation's or any Contractors' insurance.

B. Failure to Comply With Reporting Requirements

Any failure of the Foundation or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents.

C. Application of Multiple Policies

The Foundation's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

D. No Release

Neither the acceptance of the completed Work nor the payment therefor shall release the Foundation or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

E. No Recourse

The insurance companies issuing the required policies shall have no recourse against Board for payment of premiums or for assessments under any form of the policies.

F. Excess Insurance

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

G. Deductibles and SIR's

The Foundation and/or Contractor shall be responsible for all deductibles and self-insured retentions.

H. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.

I. Licensed Louisiana Insurers

All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time

an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the Foundation and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating requirement and shall submit another Certificate of Insurance as required hereunder.

J. Occurrence Based Policies

All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.

K. Verification of Coverage

The Foundation shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request, and Foundation shall provide complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Foundation to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its

contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

The Foundation, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby.

M. Additional Insurance

The LSU Representative may review Foundation's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. Foundation agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

N. Blanket Policies

If any blanket general insurance policy of Foundation complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability

The insurance and other provisions of this Lease do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate the limitation on liability established under La. R.S. 13:5106 for Board.

6.

DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

6.1 Foundation agrees to donate the Improvements to Board after (a) completion of all Donation Acceptance Requirements have been met (unless the LSU Representative agrees in

writing to accept the donation of the Improvements subject to Foundation's obligating itself to complete specifically identified Donation Acceptance Requirements) and final acceptance of all Work or a completed phase of the Work by Foundation and written approval by the LSU Representative of said final acceptance has occurred, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work or phase of the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless otherwise agreed to in writing by the LSU Representative and Foundation, the Work or completed phase of the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work or a particular phase of the Work may be donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any Donation Acceptance Requirements and satisfy any outstanding liens and payment obligations relating to the Work. If the Architect for the Work recommends final acceptance of the Work or phase of the Work by Foundation, the LSU Representative shall not unreasonably refuse to approve final acceptance by Foundation. Unless otherwise agreed to in writing by the LSU Representative and Foundation, use and/or occupancy of the Improvements shall be prohibited until the Improvements or approved phase(s) of the Improvements have been donated by Foundation to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation or, if the work has been undertaken and completed in phases, donations shall occur concurrently with final fulfillment of the conditions

set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation(s), Foundation shall have no further responsibilities, obligations or liabilities with regard to the completed phase of Improvements, the Leased Premises, the Land or the Work except as otherwise specifically set forth herein or as agreed to by Foundation and the LSU Representative. Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the full execution of the donation of the Improvements or completed phase of the Improvements from the Foundation to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

- (a) For one year following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and
- (c) For the length of manufacturers' warranties, all appliances and equipment.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation(s) and the acceptance(s) thereof on behalf of Board. The parties will record the donation(s) and acceptance(s) in the records of the parish in which Land is located.

6.4 Notwithstanding anything contained in this Lease, at all times Board shall have the absolute right to terminate this Lease on thirty (30) days' written notice to Foundation. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Foundation to transfer all of its right, title and interest in this Lease, in any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) dedicated to complete the construction of the Improvements, and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Foundation hereunder.

7.

INDEMNIFICATION

7.1 Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Foundation's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by Board's members, officers and employees unless said Board members, officers and employees are acting at the direction or request of the Foundation, and Foundation agrees to defend

Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by Foundation or by any person including but not limited to Board's agents, contractors, employees, invitees, and licensees, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, except with respect to acts or omissions of Foundation's board members, officers and employees unless said Foundation board members, officers and employees are acting at the direction or request of Board, and Board agrees to defend Foundation in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from insurance available for this purpose.

8.
TERMINATION

This Lease shall terminate upon donation of all of the Improvements to Board and acceptance by Board of said donation(s) as set forth in paragraph 6.1(a) and 6.1(b) and paragraph 6.2 hereof or at the latest on _____. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

9.
NOTICES

All notices, demands and correspondence made necessary by the provisions of this Lease shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

Board:	Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Attention: F. King Alexander President of LSU 3810 West Lakeshore Drive Baton Rouge, LA 70808
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Foundation:	Attention:
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10.
FOUNDATION DEFAULT

10.1 Board may declare Foundation in default upon one or more of the following events:

- A. Failure to Timely Commence or Complete.

Failure of Foundation to commence and/or complete the Work as set forth in this Lease, within the time frame allowed, unless such failure was caused by a Force Majeure or unless such time period has been mutually extended in writing by the LSU Representative and Foundation and which failure (not caused by a Force Majeure) has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

B. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

C. Breach of Lease Covenants.

Failure of Foundation to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

D. Taking of Improvements.

The taking by execution of the Improvements for the benefit of any person or entity other than Board; or

E. Involuntary Bankruptcy.

A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises

appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

F. Voluntary Bankruptcy.

The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of the Foundation; or

G. Abandonment of Project.

Foundation, after commencement of construction but prior to substantially completing construction of all Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Foundation refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, without any further demand or notice, to declare this Lease terminated. In the event of the termination of this Lease, Foundation expressly waives any notice to vacate. Furthermore, in the event of the termination of this Lease during the Work, Board shall be the owner of all improvements made on or to the Land, provided, however, at Board's sole option and direction, in the event of the termination of this Lease during the Work,

Foundation shall transfer any Improvements constructed pursuant to the Lease, its rights and obligations under this Lease and any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) Foundation has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

11.
BOARD DEFAULT

Foundation may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Foundation shall have the right, without any further demand or notice to declare this Lease terminated and shall have no further obligation to perform any of the obligations of Foundation under this Lease.

12.
MISCELLANEOUS

12.1 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

12.2 Attorneys Fees.

The prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

12.3 Louisiana Law to Apply.

This Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Rapides Parish, Louisiana.

12.4 Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

12.6 Authorization.

By execution of this Lease, Foundation and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in

which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the persons signing this Lease on their behalf have due authorization to do so.

12.7 Use of Name, Logos or Marks.

Neither party shall make use of the other party's name, logo or marks without its prior written consent.

12.8 Amendment.

No amendment, modification, or alteration of the terms of this Lease shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

12.9 Assignment and Mortgage.

Foundation shall not assign this Lease or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might have in the Land, the Improvements or the Work without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber without the prior written consent of the LSU Representative shall be null and void as to Board.

12.10 Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours, conduct internal audits

of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

12.11 Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of University or Board into another educational institution or governing body.

12.12 Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties will execute a Notice of Lease for recording in the records of Rapides Parish, and the cost of recording will be borne by Foundation.

12.13 LSU Representative.

In addition to any other individuals specifically authorized in writing by the President of LSU to act as the LSU Representative, the LSU Associate Vice President for Facility and Property Oversight is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative

and the University Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Lease or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

12.14 Oversight By Division of Administration Office of Facility Planning and Control (“OFPC”). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361 (A) (2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and International Facilities Code review, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

12.15 Entire Agreement.

This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Leased Premises, the Land and the Improvements and contains all of the terms and conditions agreed upon with respect to the Leased Premises, the Land and the Improvements, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the parties hereto; it being the

intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Signature Page on Next Page

DRAFT

(Signature page to the Lease Agreement for Construction of
Icon Corner Pond)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates
indicated on the attached Acknowledgments.

WITNESSES:

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

Print Name: _____

By: _____

F. King Alexander
President of LSU

Print Name: _____

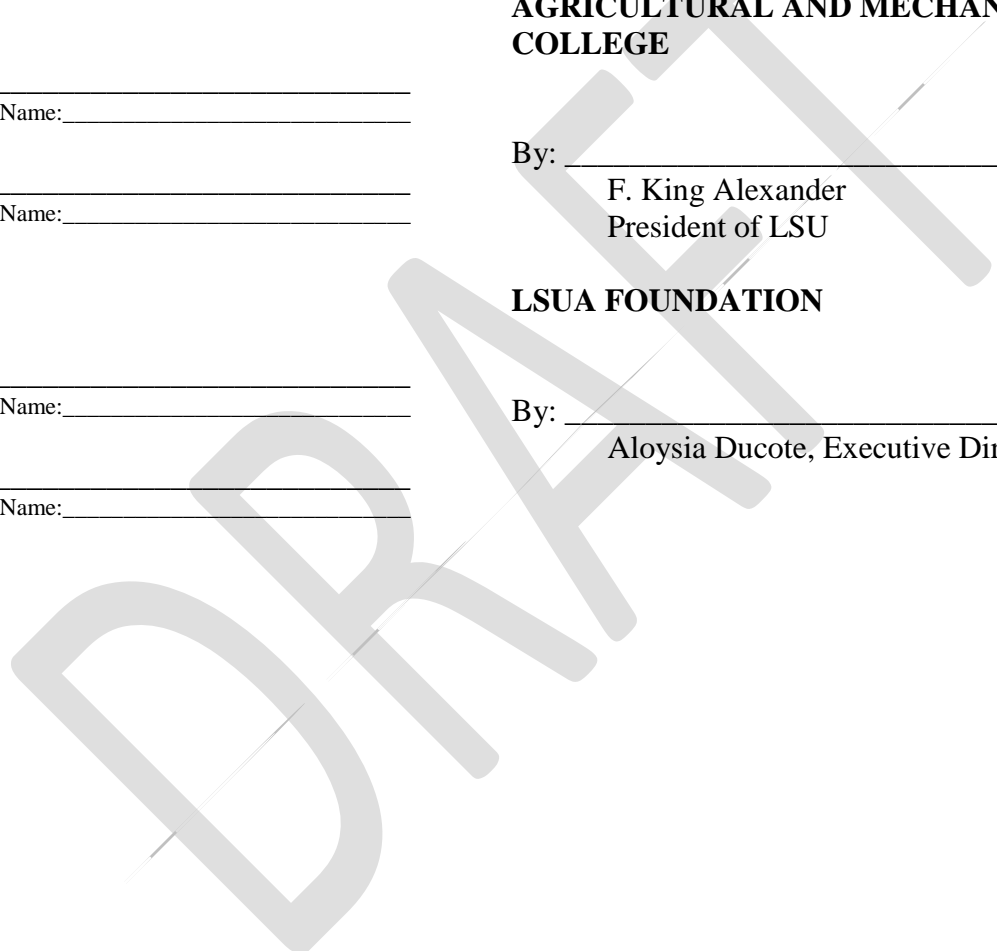
LSUA FOUNDATION

Print Name: _____

By: _____

Aloysia Ducote, Executive Director

Print Name: _____



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ___ day of _____, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as President of LSU, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

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

Print Name: _____

Print Name: _____

F. King Alexander
President of LSU

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF RAPIDES

ACKNOWLEDGMENT

BE IT KNOWN that on this _____ day of _____, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Aloysia Ducote, appearing herein in his capacity as Executive Director of LSUA Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

LSUA FOUNDATION

Aloysia Ducote, Executive Director

Print Name: _____

Print Name: _____

NOTARY PUBLIC

EXHIBIT "A"
PROPERTY DESCRIPTION
LAND

DRAFT

**EXHIBIT B
LEASED PREMISES**

DRAFT

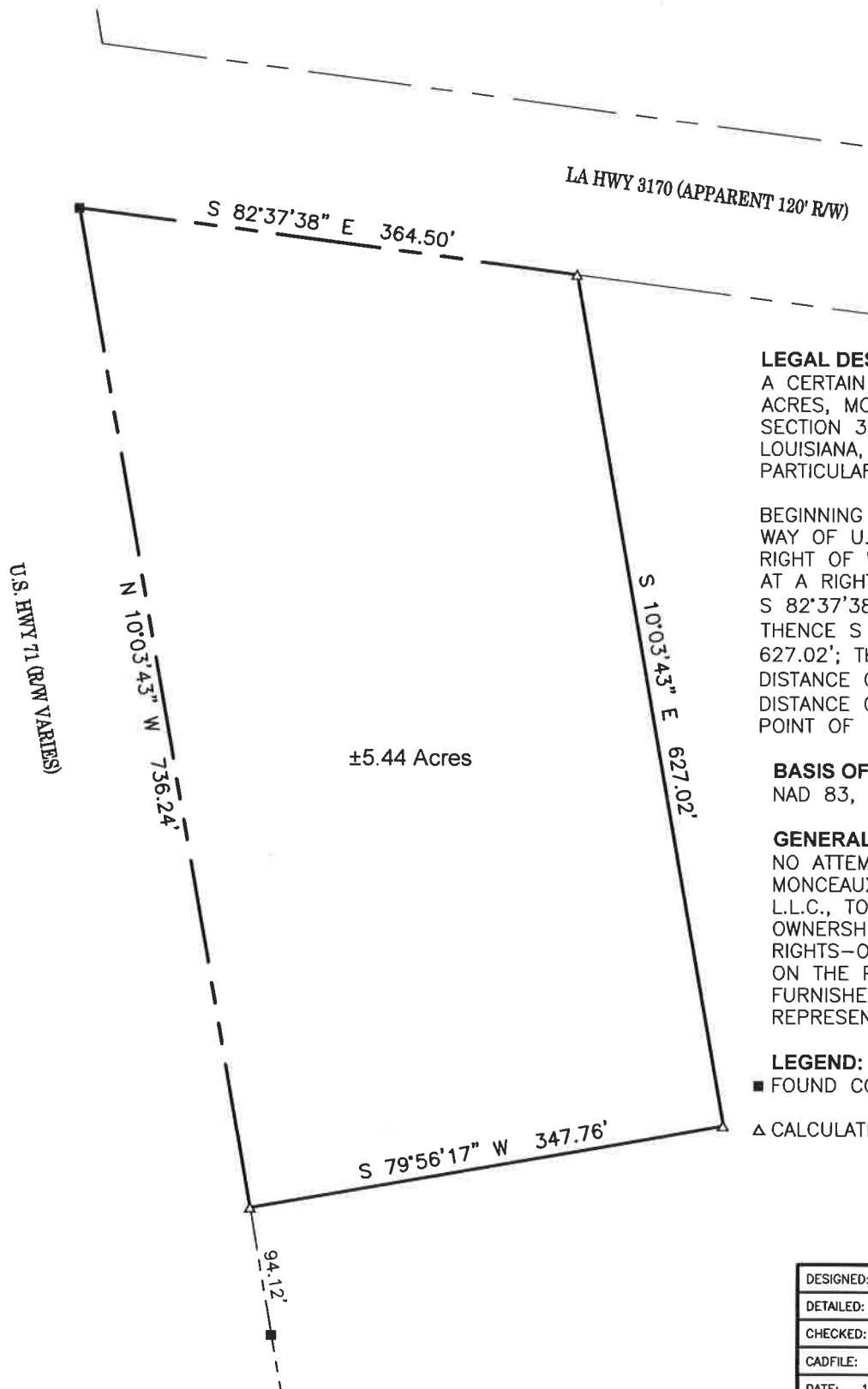
VICINITY MAP
FOR A
5.44 ACRE TRACT
LOCATED IN SECTION 37, T3N-R1W
RAPIDES PARISH, LOUISIANA



DESIGNED:	CCB
DETAILED:	GLB
CHECKED:	CCB
CADFILE:	14-98
DATE:	11/17/15

Monceaux
Buller
& Associates, LLC
civil engineers & land surveyors
610 Dasoto Street, Alexandria, LA 71301
Tel: 318.442.8465 Fax: 318.442.8799

EXHIBIT "A"
 FOR A
5.44 ACRE TRACT
 LOCATED IN SECTION 37, T3N-R1W
 RAPIDES PARISH, LOUISIANA



LEGAL DESCRIPTION:
 A CERTAIN TRACT, CONTAINING 5.44 ACRES, MORE OR LESS, LOCATED IN SECTION 37, T3N-R1W, RAPIDES PARISH LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING WHERE THE EAST RIGHT OF WAY OF U.S. HWY 71 AND THE SOUTH RIGHT OF WAY OF HWY 3170 INTERSECT AT A RIGHT OF WAY MONUMENT, PROCEED S 82°37'38" E A DISTANCE OF 364.50'; THENCE S 10°03'43" E A DISTANCE OF 627.02'; THENCE S 79°56'17" W A DISTANCE OF 347.76'; N 10°03'43" W A DISTANCE OF 736.24'; BACK TO THE POINT OF BEGINNING.

BASIS OF BEARING:
 NAD 83, GRID NORTH, NORTH ZONE

GENERAL NOTE:
 NO ATTEMPT HAS BEEN MADE BY MONCEAUX-BULLER & ASSOCIATES, L.L.C., TO VERIFY TITLE, ACTUAL OWNERSHIPS, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY OR OTHER BURDENS ON THE PROPERTY, OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.

- LEGEND:**
- FOUND CONCRETE MONUMENT
 - △ CALCULATED CORNER

DESIGNED:	CCB
DETAILED:	GLB
CHECKED:	CCB
CADFILE:	14-98
DATE:	11/17/15

Monceaux Buller & Associates, LLC
 civil engineers & land surveyors
 610 Desoto Street, Alexandria, LA 71301
 Tel: 318.442.8465 Fax: 318.442.8799



**Request from LSU A&M for the Establishment of a Restricted Account
in the LSU Information Technology Services for a Software Recovery
Account**

To: Members of the Board of Supervisors

Date: December 11, 2015

Pursuant to Article VII, Section 8 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 University or any of its campuses or divisions.

1. Summary of the Matter

Louisiana State University and Agricultural & Mechanical College (LSU) requests approval to establish a restricted account for the LSU Information Technology Services (ITS) for Software Recovery. ITS User Support and Student IT Enablement is responsible for purchasing, dissemination, access, maintenance, and support for both institutional and Student Technology Fee (STF) purchased teaching and learning software. Not all software is purchased as all-encompassing site licenses and is then available to individual departments as needed.

In the cost recovery model, the payment for those licenses creates a reserve ensuring that the total cost of the software and/or renewal is fully funded regardless of number of departmental licenses purchased. Accruing funds would provide the ability to gradually build that reserve over multiple years, which could then be used to bring new higher-cost licenses. This account could serve as a supplement to the site license purchases that continue to be funded institutionally or by STF and would serve as an alternative to requesting funds from Finance & Administration or STF for software licensing.

Currently any account surplus is returned at year-end. Therefore, in each new fiscal year the account is unable to accrue enough to purchase additional site licenses. In Fiscal Year (FY) 14-15 the account balance at year-end was \$13,189.80.

With each newly added license, account revenue would increase, and over time should allow us to bring in new licenses more quickly in response to campus needs. With the understanding that this would be a multi-year development, the conversion of this account would eventually serve expanded and more diverse teaching, learning, of and research software needs for LSU students and faculty.

2. Review of Business Plan

The five year projected budget is attached.

3. Fiscal Impact

Approval of this request will allow LSU ITS to accrue funds from the payment of software licenses to allow the purchase of additional site licenses.

4. Description of Competitive Process

Not Applicable.

5. Review of Legal Documents

Not Applicable

6. Parties of Interest

Not Applicable.

7. Related Transactions

Not Applicable.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Memorandum from LSU ITS, with budget attachment

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board”) does hereby approve establishing a restricted account for LSU ITS software recovery. The funds are to be used exclusively for the use of purchasing teaching, learning, and research software.

LSU | Information Technology ServicesApproved
AZ

Date: October 23, 2015

To: Dr. Dan Layzell, Vice President for Finance and Administration/CFO

Cc: Brian T. Nichols ^(BTN)
Associate Vice President for Administration & IT/CIO

From: Pam S. Nicolle, Ph.D. ^{PSN}
Executive Director, User Support and Student IT Enablement

Subject: Conversion of USS Account to Restricted ("8") Account

This memo is a request from Information Technology Services/User Support and Student IT Enablement to convert Account # 184-92-0304 (Software Recovery Account) to a restricted ("8") account.

User Support and Student IT Enablement is responsible for purchasing, license dissemination, access, maintenance, and support for both institutional and Student Technology Fee (STF) purchased teaching and learning software. Not all software is purchased as all-encompassing site licenses and is then available to individual departments as needed.

In the cost recovery model, the payment for those licenses creates a reserve ensuring that the total cost of the software and/or renewal is fully funded regardless of the number of departmental licenses purchased. Accruing funds would provide the ability to gradually build that reserve over multiple years, which could then be used to bring in new higher-cost licenses. This account could serve as a supplement to the site license purchases that continue to be funded institutionally or by STF and would serve as an alternative to requesting funds from Finance & Administration or STF for software licensing.

Currently any account surplus is returned at year-end. Therefore, in each new fiscal year the account is unable to accrue enough to purchase additional site licenses. In FY 14-15 the account balance at year-end was \$13,189.80. A five-year budget projection is attached.

With each newly added license, account revenue would increase, and over time should allow us to bring in new licenses more quickly in response to campus needs. With the understanding that this would be a multi-year development, the conversion of this account would eventually serve expanded and more diverse teaching, learning, and research software needs for LSU students and faculty.

LSU | Information Technology Services

**Restricted Software Recovery Account in Information Technology Services
Five Year Budget Projection**

	1	2	3	4	5
	2015-16	2016-17	2017-18	2018-19	2019-20
Revenues					
License purchases from departments	52,850	52,850	52,850	52,850	112,850
Total Revenues:	52,850	52,850	52,850	52,850	112,850
Expenses					
License payments to vendors	39,650	39,650	39,650	39,650	89,650
New Software Licenses*				50,000	
Total Expenses:	39,650	39,650	39,650	89,650	89,650
Balances	13,200	26,400	39,600	2,800	26,000

* New Software License purchases would come from built up reserves. Each new license would increase revenues, enabling new site licenses to be brought on in future years. Due to volume discounts, each department would be able to purchase the software at a discount.