



**LSU Board of Supervisors**

**REVISED**

**Friday, June 29, 2018**

**9:30 AM**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

**OATH OF OFFICE FOR NEW BOARD MEMBERS**

**PUBLIC COMMENT**

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>

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

**Mr. Glenn Armentor, Chair**

**1. CONSENT AGENDA**

- i. Recommendation to Approve Conferral of Degrees at Summer Commencement Exercises
- ii. Request from LSU A&M for Approval of a Letter of Intent to Establish a BA in Integrative Arts
- iii. Request from LSU A&M for Approval of a Letter of Intent to Establish an MS in Healthcare Systems Engineering
- iv. Request from LSU Health Sciences Center Shreveport for Approval of a Letter of Intent to Establish a PhD in Rehabilitation Sciences
- v. Request from LSU A&M to Name 19 Facilities within the Renovated Patrick F. Taylor Hall
- vi. Request from LSU Health Sciences Center New Orleans to Name the Dental School Annex Building the "Dr. Allen A. Copping Advanced Clinical Care and Research Building"
- vii. Request from Pennington Biomedical Research Center for Continued Approval of the Institute for Dementia Research and Prevention
- viii. Request from LSU Health Sciences Center New Orleans for Continued Approval of the Early Intervention Institute

**B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**  
**Mr. Blake Chatelain, Chair**

1. Approval of FY 2018 Supplemental Appropriation and FY 2019 Appropriation
2. Recommendation to Approve Fees Pursuant to Act 293 of the 2017 Regular Legislative Session
3. Recommendation to Approve Amended Uniform Affiliation Agreement Form
4. Recommendation to Approve a Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for FY 2019
5. CONSENT AGENDA
  - i. Request from LSU Health Science Center in Shreveport to Approve the FY 2019 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes
  - ii. Recommendation to Define Personnel Actions Included on the Quarterly Consolidated Report on Personnel Actions Not Requiring Board Approval

**C. PROPERTY AND FACILITIES COMMITTEE**  
**Ms. Mary Werner, Chair**

1. Request from LSU AgCenter to Accept a Donation of Property from the LSU Property Foundation at Grant Walker Educational Center in Grant Parish, Louisiana
3. Request to Extend Authorization to the President to Nominate Land to be Leased by the State Mineral Board
4. Request from LSU AgCenter to Execute a Lease Agreement to Participate in BREC's Capital Area Pathways Project at the Burden Center Botanic Garden, East Baton Rouge Parish, Louisiana
5. Request from LSU Shreveport to Authorize the Purchase of Radio Station KPXI as Part of the Red River Radio Public Radio Network
6. Request from LSU Health Sciences Center-New Orleans to Approve a Joint Agreement to Develop Residential Housing with Provident Group-HSC Properties, Inc. and LSU Health Foundation-New Orleans and Approval of Acceptable University Purpose
7. Request LSU Eunice to Transfer Student Housing from the Eunice Student Housing Foundation, Inc. to the LSU Real Estate and Facilities Foundation

**D. ATHLETIC COMMITTEE**

**Mr. James W. Moore, Jr., Chair**

1. Request from LSU A&M to Amend the LSU Athletics Ticket, Parking and Tradition Fund Policy
2. Request from LSU A&M to Amend the Additional Compensation Policy for Post-Season Athletic & Special Events
3. Request from LSU A&M to Approve Employment Contracts with Five Head Coaches and Two Co-Head Coaches
4. Request from LSU Alexandria to Approve Amended Employment Contract with Larry M. Cordaro, Head Coach Men's Basketball

**E. AUDIT COMMITTEE**

**Mr. Ronnie Anderson, Chair**

The Audit Committee will meet at 8:30am in the LSU University Administration Building in Conference Room 112, Baton Rouge.

- 1.FY 2018 3rd Quarter Internal Audit Summary
- 2.FY 2019 Internal Audit Plan

**F. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE**

**Ms. Valencia Jones, Chair**

1. NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A)(2).



**LSU Board of Supervisors**

**Friday, June 29, 2018**

**~12:30 PM**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on May 4, 2018
4. Personnel Actions Requiring Board Approval
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Committee Reports
8. Chairman's Report
9. Adjournment



## **LSU Board of Supervisors Committees Meeting**

**Friday, 6/29/2018**

**9:30 - 11:30 AM CT**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

### **OATH OF OFFICE FOR NEW BOARD MEMBERS**

#### **PUBLIC COMMENT**

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>

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

##### **1. CONSENT**

- i. Recommendation to Approve Conferral of Degrees at Summer Commencement Exercises  
*ACADEMIC AFFAIRS CONSENT - Summer conferral dates*
- ii. Request from LSU A&M for Approval of a Letter of Intent to Establish a BA in Integrative Arts  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Letter of Intent BA in Integrative Arts*
- iii. Request from LSU A&M for Approval of a Letter of Intent to Establish an MS in Healthcare Systems Engineering  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Letter of Intent MS in Healthcare Engineering*
- iv. Request from LSU Health Sciences Center Shreveport for Approval of a Letter of Intent to Establish a PhD in Rehabilitation Sciences  
*ACADEMIC AFFAIRS CONSENT - LSU HSC Shreveport Letter of Intent PhD in Rehabilitation Sciences*
- v. Request from LSU A&M to Name 19 Facilities within the Renovated Patrick F. Taylor Hall  
*ACADEMIC AFFAIRS CONSENT - LSU A&M 19 Facility Namings Request ATTACHMENT I - LSU A&M Individual Naming Requests*
- vi. Request from LSU Health Sciences Center New Orleans to Name the Dental School Annex Building the "Dr. Allen A. Copping Advanced Clinical Care and Research Building"  
*ACADEMIC AFFAIRS CONSENT - LSU HSC NO Dental School Annex Building Naming Request*

- vii. Request from Pennington Biomedical Research Center for Continued Approval of the Institute for Dementia Research and Prevention  
*ACADEMIC AFFAIRS CONSENT - PBRC Institute for Dementia Research and Prevention Renewal*
- viii. Request from LSU Health Sciences Center New Orleans for Continued Approval of the Early Intervention Institute  
*ACADEMIC AFFAIRS CONSENT - LSUHSCNO Early Intervention Institute Renewal*

## **B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**

1. Approval of FY 2018 Supplemental Appropriation and FY 2019 Appropriation  
*FINANCE - Resolution Approval of FY18 Supplemental Appropriation and FY19 Appropriation V2*
2. Recommendation to Approve Fees Pursuant to Act 293 of the 2017 Regular Legislative Session  
*FINANCE - Resolution Recommendation to Approve Fees Pursuant to Act 293*  
*ATTACHMENT I - Potential Fee Increase FY 2019*
3. Recommendation to Approve Amended Uniform Affiliation Agreement Form  
*FINANCE - Resolution for Amended Uniform Affiliation Agreement Form - June 2018.*  
*ATTACHMENT I - Uniform Affiliation Agreement*  
*ATTACHMENT II - (UAA Resolution) - Summary of Key Changes*  
*ATTACHMENT III (UAA Resolution) - List of Current Affiliates*
4. Recommendation to Approve a Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for FY 2019  
*FINANCE - Resolution FY 19 CEA LSU and RTF*  
*ATTACHMENT I - CEA TTO RTF*
5. CONSENT
  - i. Request from LSU Health Science Center in Shreveport to Approve the FY 2019 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes  
*FINANCE CONSENT- Resolution FY2018-19 Expenditure of Carroll Legacy Funds*  
*ATTACHMENT I - Feist Legacy Budget FYE 2019 Signed1*
  - ii. Recommendation to Define Personnel Actions Included on the Quarterly Consolidated Report on Personnel Actions Not Requiring Board Approval  
*FINANCE CONSENT - Resolution June29\_LSUAM\_Informational\_Report*  
*ATTACHMENT I - Informational Board Report Action Criteria*

## **C. PROPERTY AND FACILITIES COMMITTEE**

1. Request from LSU AgCenter to Accept a Donation of Property from the LSU Property Foundation at Grant Walker Educational Center in Grant Parish, Louisiana  
*PROPERTY - Resolution LSU AgCenter\_Accept Donation of Property\_Grant Par...*  
*ATTACHMENT I - Transmittal Letter*  
*ATTACHMENT II - Act of Donation - LSU Property Foundation to LSU AgCenter*  
*ATTACHMENT III - Act of Donation - Roy O. Martin to LSU Property Foundation and Exhibits*  
*ATTACHMENT IV - Amendment to Act of Donation Roy O. Martin to LSU Property Foundation*

2. Request to Extend Authorization to the President to Nominate Land to be Leased by the State Mineral Board  
*PROPERTY - Resolution Extend Authorization to President\_State Mineral Bo..\_*  
*ATTACHMENT I\_Transmittal Memo*
3. Request from LSU AgCenter to Execute a Lease Agreement to Participate in BREC's Capital Area Pathways Project at the Burden Center Botanic Garden, East Baton Rouge Parish, Louisiana  
*PROPERTY- Resolution AgCenter\_BREC-CAPP\_Botanic-Garden...\_*  
*ATTACHMENT I\_Transmittal Letter*  
*ATTACHMENT II\_Lease Agreement Draft including Exhibits*
4. Request from LSU Shreveport to Authorize the Purchase of Radio Station KPXI as Part of the Red River Radio Public Radio Network  
*PROPERTY - Resolution LSU-S\_Purchase KPXI License for RRR\_BOS 06-29-18 v..\_*  
*ATTACHMENT I\_Draft Asset Purchase Agreement*  
*ATTACHMENT II\_Ground Lease*  
*ATTACHMENT III\_Fowler Overton Final Appraisal*  
*ATTACHMENT IV\_Site Inspection KPXI-FM - Year 2018*  
*ATTACHMENT V\_Site Inspection KPXI-FM - Year 2012*
5. Request from LSU Health Sciences Center-New Orleans to Approve a Joint Agreement to Develop Residential Housing with Provident Group-HSC Properties, Inc. and LSU Health Foundation-New Orleans and Approval of Acceptable University Purpose  
*PROPERTY - Resolution LSUHSC NO Student Housing*  
*ATTACHMENT I - Property to be Donated Map*  
*ATTACHMENT II - Downtown Housing Location*  
*ATTACHMENT III - Proposed Leased Parking*  
*ATTACHMENT IV- Campus Map*  
*ATTACHMENT V- Bond Debt Service Schedule*  
*ATTACHMENT VI- Estimated Development Cost Summary*  
*ATTACHMENT VII- Financial Pro-Forma*  
*ATTACHMENT VIII - Letter From Board Counsel*  
*ATTACHMENT IX- Joint Agreement with Provident*  
*ATTACHMENT X- Letter from Chancellor Larry Hollier MD*
6. Request LSU Eunice to Transfer Student Housing from the Eunice Student Housing Foundation, Inc. to the LSU Real Estate and Facilities Foundation  
*PROPERTY - Resolution LSU-E\_Transfer Student Housing\_BOS\_06-29-2018*  
*ATTACHMENT I\_Transmittal Memo*  
*ATTACHMENT II\_Property Diagram*  
*ATTACHMENT III - Legal Documents*

#### **D. ATHLETIC COMMITTEE**

1. Request from LSU A&M to Amend the LSU Athletics Ticket, Parking and Tradition Fund Policy  
*ATHLETICS - Resolution for Ticket Parking and Tradition Fund Policy (Final)*  
*ATTACHMENT I - Ticket Policy proposed and Schedules - June 29 2018 (Final)*
2. Request from LSU A&M to Amend the Additional Compensation Policy for Post-Season Athletic & Special Events  
*ATHLETICS - Resolution for Additional Compensation Policy June 2018*  
*ATTACHMENT I - Additional Compensation Policy- June 2018*

3. Request from LSU A&M to Approve Employment Contracts with Five Head Coaches and Two Co-Head Coaches

*ATHLETICS - Resolution June2018\_Athletics\_HC Amendments*

*ATTACHMENT I - Russell L. Brock Contract*

*ATTACHMENT II - Yolanda Nikki Caldwell Contract*

*ATTACHMENT III - Sara DD Breaux Contract*

*ATTACHMENT IV - Charles Winstead Contract*

*ATTACHMENT V - Garrett Runion Contract*

*ATTACHMENT VI - Julia Sell Contract*

*ATTACHMENT VII - Michael Sell Contract*

4. Request from LSU Alexandria to Approve Amended Employment Contract with Larry M. Cordaro, Head Coach Men's Basketball

*ATHLETICS - Resolution LSUA\_Athletics\_HC Basketball\_Cordaro*

*ATTACHMENT I - Cordaro-ContractForBoardOfSupervisors-June2018*

#### **E. AUDIT COMMITTEE**

The Audit Committee will meet at 8:30am in the LSU University Administration Building in Conference Room 112, Baton Rouge.

1. FY 2018 3rd Quarter Internal Audit Summary
2. FY 2019 Internal Audit Plan

#### **F. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE**

1. NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17 (A)(2).





**Recommendation to Approve Conferral of Degrees at the  
2018 Summer Commencement Exercises**

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

**Date: June 29, 2018**

**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:

LSU A&M	August 3, 2018 9:00 AM Maravich Assembly Center
	August 8, 2018 Conferral of LAW degrees only
LSU Alexandria	August 29, 2018 Conferring of degrees only
LSU Eunice	August 13, 2018 Conferring of degrees only
LSU Health Sciences Center New Orleans	August 11, 2018 Conferring of degrees only
	September 14, 2018 Conferring of MSD degrees only
LSU Health Sciences Center Shreveport	August 11, 2018 10:00 AM Shreveport Convention Center
LSU Shreveport	August 8, 2018 Conferring of degrees only

**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 2018 summer commencement exercises (August 3, 8, 11, 13, 29, and September 14).



## Request from LSU A&M for Approval of a Letter of Intent to Develop a Bachelor of Arts in Integrative Arts

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.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**

#### Description and Need

LSU A&M is seeking approval of a Letter of Intent to develop a Bachelor of Arts in Integrative Arts. The BA will be overseen by the School of Art; however unlike the School's present BFA program, the BA would enable students to pursue a more interdisciplinary approach to their experience at LSU. The current BFA is mandated to have a large proportion of art and design classes by the National Association of Schools of Art and Design (NASAD) accreditation agency. While this works well for students that want to hone in on one particular area of focus, this does not promote a path for students to augment their visual arts education with other tangentially related areas such as history, science, technology, engineering, education, architecture, literature, film, etc. Having the BA based on a liberal arts model, these students will be prepared to contribute to a range of hybrid industries upon graduating such as: animation, games, computer graphics, video production, web design, digital fabrication, visual development, art therapy, art education, entrepreneurship, interface design, or apparel design.

The objective of the Integrative Arts degree is to allow students to combine their visual arts education with another area of study, minor, or even an accelerated master's program outside the School of Art without exceeding the 120 credit hour limit. The content of the new BA would be very similar to the BFA for the first year with a survey of arts foundation classes in design, drawing, and composition. After the first year, students will have more possibilities to choose courses from a range of School of Art tracks, unlike the highly focused BFA, in addition to ample elective opportunities.

The majority of schools from LSU's peer group, whom we directly compete with for students, research funding, and faculty, have implemented similar interdisciplinary BA programs while maintaining a professional BFA program. In-state, Southeastern offers a BA in Studio Art alongside its BFA, but there are important differences in terms of what an LSU BA would offer. First, their BA program requires 60 hours of studio art courses which is closer to the equivalent of the LSU BFA. Our proposed BA requires only 39 hours in studio-arts, which allows students a more diverse course-path selection. In addition, students on the LSU campus gain invaluable experience working with the only Research I faculty in the state. LSU, located in the state capital

would provide unique opportunities for students to participate in local-statewide partnerships with many centralized state art agencies such as the Louisiana Division of the Arts, LASM, LSU Museum of Art, The Arts Council and Baton Rouge Gallery, all of which would require knowledge and application of other BA related disciplines in addition to the Arts such as the sciences, marketing, engineering, history, communications, folklore, etc.

The Louisiana Workforce Commission "Top Rated Occupations" lists "Fine Artists" as a 2-star occupation with an entry-level annual wage of \$24,773 that quickly caps out at \$61,768 for experienced workers. This is in contrast to occupations that the BA in Integrative Arts would be geared towards, such as the 3-star "Multimedia Artists and Animators" position with an entry-level annual wage of \$37,092 and \$121,211 annual wage for experienced workers or 3-star "Art Directors" position with a salary range of \$46,581 - \$156,330. These are just examples of the possible occupations dependent upon the focal area one chooses, which range from 3-5 stars.

### Students

Student interest in an Integrative Arts degree is high. The School of Art already has to turn away students every year who do not make it through the selective admissions process for the BFA. The proposed BA has the power to transform the way selective admission is done at the School of Art. By having an alternative path for students that do not get into one of the existing BFA concentrations, these students have an option to remain in the department in which they have already invested a year of their academic career.

Based on the new admissions model for the BA; an annual, average increase of 8% in the number of Digital Media Arts & Engineering (DMAE) minors; a 76% increase in Interdisciplinary Studies majors with Art minors since 2015; a 60% increase of Studio Art majors pursuing non-disciplinary minors since 2015; and a 75% increase in incoming students to the School of Art since 2014, there is strong evidence for an incoming class of approximately 80 with continued growth of about 10 additional students per year.

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

The proposed program will be overseen by the College of Art & Design's School of Art. The program initially will use existing faculty and facilities with no additional costs incurred. LSU's location and connection with art organizations uniquely positions this program to attract funding from federal, state, and local agencies with multidisciplinary missions such as the NEA and NEH in addition to various local government art councils and divisions. If the program achieves the results anticipated, one faculty position per year for two years may be required in AY 2019-2020 and 2020-2021. It will be the burden of the College of Art & Design to justify such a request.

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

A complete Board of Regents Letter of Intent to Develop a New Academic Program form and budget are on file with the LSU 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 does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Arts in Integrative Arts at LSU A&M, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M for Approval of a Letter of Intent to Develop a Master of Science in Healthcare Systems Engineering

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.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**

#### Description and Need

LSU A&M is seeking approval of a Letter of Intent to develop a Master of Science (M.S.) in Healthcare Systems Engineering. The M.S. program in healthcare systems engineering will prepare existing healthcare practitioners and individuals with an engineering background to address healthcare effectiveness, efficiency, timeliness, safety, and quality by integrating industrial engineering concepts into the healthcare environment. The online program will attract students from backgrounds in industrial engineering, other fields of engineering, and business as well as healthcare professions including physicians and hospital business staff, providing skills such as quantitative analysis, systems modeling, and simulation for effective decision making in healthcare organizations and systems.

The proposed program would be the first of its kind in Louisiana and would be one of four MS programs in healthcare systems engineering throughout the country. Additional aspects of this proposed program including the online nature and its affiliation with a healthcare institution make it a truly unique program, leading the way for Louisiana to be a national leader in healthcare systems engineering. The MS program is part of a LSU and Our Lady of the Lake partnership to improve healthcare in Louisiana and the nation, which is part of the LSU 2025 Strategic Plan's implementation of the *One Health Initiative* to collaboratively approach statewide health issues.

The program will consist of either a total of 30 hours for the thesis-track or a minimum of 36 hours for a non-thesis track beyond the bachelor's degree. Due to the collaborative nature of the program, students will have an opportunity to perform research or project work in a medical setting.

According to the Centers for Medicare and Medicaid Services, national health spending is projected to grow at an average rate of 5.6 percent per year from 2016-2025. As a result, the healthcare share of GDP is expected to rise from 17.8% in 2015 to 19.9% by 2025. In addition, Louisiana ranks 50<sup>th</sup> overall in state overall health in the United Healthcare Foundation Report, and Medicaid is over one-quarter of the total spending in Louisiana. The healthcare industry is

currently uncoordinated and poorly designed and managed yet has rich sources of data to be mined to develop new methods and tools for better efficiency. An estimated 1.5% annual productivity improvement is projected to reduce national healthcare spending by \$1 trillion. Furthermore, the BLS projects the need for industrial engineers in the healthcare fields will grow from 5-28% between 2016-2026, thus indicating the demand for this specific skill set.

### Students

The current MS in Industrial Engineering has produced 60 graduates over the past five years. Currently, there are 17 MS students in the Industrial Engineering program.

In addition to this supply of students, the program will draw on engineers from all fields and healthcare professionals alike. One reason for this OLOL/LSU partnership was to serve the healthcare professionals including physicians, staff, residents, and LSU Health Systems faculty. In addition to this market, the online nature of the program will attract students from across the nation. Students will not need an undergraduate engineering degree to be admitted.

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

The proposed program will be overseen by LSU's College of Engineering's Department of Mechanical & Industrial Engineering. The OLOL/LSU partnership provides seed money of \$100,000 for developing the MS program. In addition to the seed money, the revenue from tuition will be used to develop and maintain online courses and to support infrastructure such as support services and technology to support the program.

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

A complete Board of Regents Letter of Intent to Develop a New Academic Program form and budget are on file with the LSU 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 does hereby approve the Letter of Intent to develop a proposal for a Master of Science in Healthcare Systems Engineering at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center at Shreveport for Approval of Letter of Intent for a Doctor of Philosophy in Rehabilitation Sciences**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.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**

Description and Need

LSU Health Sciences Center at Shreveport is requesting approval of a Letter of Intent for the Doctor of Philosophy program in Rehabilitation Sciences. The proposed program is designed to train and develop academic scholars in movement science or adaptive rehabilitation technologies to be directly employable as post-doctoral fellows or assistant professors in graduate and/or undergraduate programs in rehabilitation sciences. Admission requirements for the doctoral program include the possession of a baccalaureate degree from an accredited institution, a successful score on the GRE, and program-specific prerequisite coursework. Any additional master's or doctoral work could be counted toward a limited number of the PhD courses, if comparable. Students spend the first two years in didactic instruction in a rehabilitation core science track followed by two to four more years of research methods, professional development seminars, statistics, and research/teaching apprenticeships. This degree is different from the clinical doctorate in that the program is research-focused, requiring a dissertation.

The rising need for more healthcare providers coincides with a shortage of qualified faculty nationally. This need is particularly felt in the allied health disciplines of Occupational Therapy (OT), Physical Therapy (PT), Speech-Language Pathology (SLP), Physician Assistant, and Medical Laboratory Scientist, among others. National employment of all healthcare occupations is projected to grow 18 percent by 2026. However, the allied health professions fare even better, with employment ranging from SLP projections of 18 percent to physician assistant projections of 37 percent. However, as the current workforce is set to retire, several Allied Health disciplines are struggling to fill vacancies for full-time faculty positions. For example, the Commission on Accreditation in Physical Therapy Education (CAPTE) indicated a five percent shortage nationally for full-time faculty positions and the Council of Academic Programs in Communication Sciences and Disorders (CSDCAS) indicated a six to seven percent shortage nationally. Additionally, the American Occupational Therapy Association (AOTA) reports 35% of all OT faculty will retire within the next decade. Furthermore, accreditation bodies are increasingly requiring post-professional doctoral preparation for faculty positions in order for programs to maintain accreditation.



Currently, no institution in the state of Louisiana offers a doctoral program in rehabilitation sciences. There are only three such programs in the southern region: Texas Tech, University of Alabama, and University of Texas. As such, the proposed program would be a unique offering within the State. Students graduating from this program will be both competitive in the workforce while simultaneously supplying the enormous community health demand felt in Louisiana and within the nation. Career opportunities exist not just in the faculty arena but also in the science and technology industries. Emerging technologies in regenerative medicine and rehabilitation, biomechanics, mechanotransduction, and robotics and sensors in prosthetic devices and exoskeletons are driving innovation in how we manage health and safe mobility for the millions of people living with physical impairments.

### Students

Students enrolled in the LSU Health Sciences Center at Shreveport School of Allied Health Professions were surveyed in 2017 to determine demand. Twenty-four out of 72 students (approximately 33%) indicated a high or moderately high interest in completing a PhD in Rehabilitation Science. The most common reason cited was to pursue clinical leadership, followed closely by teaching and research. Forty-one students (57%) stated an interest in combining the proposed degree with a clinical doctorate. Based on the results of the survey, the changing requirements of accrediting bodies, and the national need for allied health faculty, the proposed program should have a strong pool of applicants.

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

The proposed program will be initiated with existing resources available to the School of Allied Health Professions at LSU Health Sciences Center at Shreveport, including space, faculty, teaching, and research equipment. In the first year, four students are projected to enroll and from the tuition revenue, the School will pay teaching stipends to existing faculty for additional course responsibilities. The School expects to enroll four more students the second year, providing revenue to hire a full-time director of the graduate program. Subsequent enrollment is projected at two additional students per year. The \$18,000 in annual tuition and fees was discerned from the current regional average for similar state-supported PhD programs.

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

A complete Board of Regents Letter of Intent to Develop a New Academic Program form and budget are on file with the LSU 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 does hereby approve the Letter of Intent to develop a proposal for a Doctor of Philosophy in Rehabilitation Science at LSU Health Sciences Center at Shreveport, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M to Name 19 Facilities

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

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

LSU A&M is requesting approval to name the following 19 facilities within the newly renovated College of Engineering's Patrick F. Taylor Hall:

1. William "Bill" Bethea Student Gathering Space
2. ConocoPhillips Student Gathering Space
3. Dr. William A. Brookshire Student Services Office
4. Warren S. Hawkins and Gary R. Wooley Petroleum Engineering Department Suite
5. Performance Contractors Inc. Construction Management Learning Complex
6. Gene Perdue and Malcolm C. Lowe Jr. Chemical Engineering Laboratory
7. Edward A. and Karen Wax Schmitt Chemical Engineering Undergraduate Computer Laboratory
8. Alfredo and Maria Lopez Chemical Engineering Seminar Room
9. Cambre Atrium
10. Chevron Center for Engineering Education
11. Chevron Reservoir Mechanics Laboratory
12. Dominion Gas - Lucien and Suzan Tujaque Computer Laboratory
13. Entergy Capstone Design Classroom
14. Entergy Electrical Engineering MicroGrid and Relay Laboratory
15. Freeport-McMoRan Classroom
16. Phillips 66 Interactive Classroom
17. Randy and Carol Limbacher Lecture Hall
18. Valero Capstone Design Studio
19. Dow Chemical Engineering Unit Operations Laboratory

These naming requests are to memorialize each donor's support of LSU, the College of Engineering, and the campus community. Each donor has an affiliation with LSU, whether it be as dedicated alumni or through steadfast research partnerships, enhancing the educational experiences of LSU Engineering undergraduate and graduate students.

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

Supporting materials are on file with the LSU Office of Academic Affairs.

## **3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 LSU Board of Supervisors does hereby approve the request from LSU A&M to name the following 19 facilities:

1. William "Bill" Bethea Student Gathering Space
2. ConocoPhillips Student Gathering Space
3. Dr. William A. Brookshire Student Services Office
4. Warren S. Hawkins and Gary R. Wooley Petroleum Engineering Department Suite
5. Performance Contractors Inc. Construction Management Learning Complex
6. Gene Perdue and Malcolm C. Lowe Jr. Chemical Engineering Laboratory
7. Edward A. and Karen Wax Schmitt Chemical Engineering Undergraduate Computer Laboratory
8. Alfredo and Maria Lopez Chemical Engineering Seminar Room
9. Cambre Atrium
10. Chevron Center for Engineering Education
11. Chevron Reservoir Mechanics Laboratory
12. Dominion Gas - Lucien and Suzan Tujaque Computer Laboratory
13. Entergy Capstone Design Classroom
14. Entergy Electrical Engineering MicroGrid and Relay Laboratory
15. Freeport-McMoRan Classroom
16. Phillips 66 Interactive Classroom
17. Randy and Carol Limbacher Lecture Hall
18. Valero Capstone Design Studio
19. Dow Chemical Engineering Unit Operations Laboratory



Office of Academic Affairs

DATE: April 23, 2018

TO: F. King Alexander,  
President

FROM: Rick Koubek,  
Executive Vice President and Provost

RE: Naming Requests Recommended for Approval by the Board of Supervisors

Attached, please find attached the naming requests vetted and approved by LSU's Naming Committee for consideration by LSU's Board of Supervisors at its next general meeting.

Should you have any questions, please contact me.

**APPROVED**

F. King Alexander 4.30.18  
F. King Alexander Date  
LSU President



**Roger Hadfield Ogden Honors College**

**TO: Richard Koubek, Executive Vice President and Provost**

**FROM: Naming University Facilities and Academic Units Committee**

**RE: Naming Proposals from College of Engineering**

**DATE: 5 April 2018**

**Dear Provost Koubek:**

Attached please find memos from Dean Judy Wornat of the College of Engineering requesting naming of the following facilities:

1. William "Bill" Bethea Student Gathering Space (Bethea 2018-01)
2. ConocoPhillips Student Gathering Space (ConocoPhillips 2018-02)
3. Dr. William A. Brookshire Student Services Office (Brookshire 2018-03)
4. Warren S. Hawkins and Gary R. Wooley Petroleum Engineering Department Suite (Hawkins & Wooley 2018-04)
5. Performance Contractors Inc Construction Management Learning Complex (Performance Contractors 2018-05)
6. Gene Perdue and Malcolm C Lowe Jr Chemical Engineering Laboratory (Perdue & Lowe 2018-06)
7. Edward A and Karen Wax Schmitt Chemical Engineering Undergraduate Computer Laboratory (Schmitt 2018-07)
8. Alfredo and Maria Lopez Chemical Engineering Seminar Room (Lopez 2018-08)
9. Cambre Atrium (Cambre 2018-09)
10. Chevron Center for Engineering Education (Chevron CEE 2018-11)
11. Chevron Reservoir Mechanics Laboratory (Chevron Lab 2018-12)
12. Dominion Gas – Lucien and Suzan Tujaque Computer Laboratory (Dominion Tujaque 2018-13)
13. Entergy Capstone Design Classroom (Entergy Classroom 2018-14)
14. Entergy Electrical Engineering MicroGrid and Relay Laboratory (Entergy Lab 2018-15)
15. Freeport-McMoRan Classroom (Freeport-McMoRan 2018-16)
16. Phillips 66 Interactive Classroom (Phillips 2018-18)
17. Randy and Carol Limbacher Lecture Hall (Limbacher 2018-19)
18. Valero Capstone Design Studio (Valero 2018-21)
19. Dow Chemical Engineering Unit Operations Laboratory (Dow 2018-25)

In accordance with PS-70's provisions, the Naming University Facilities and Academic Units Committee has reviewed these proposals and recommends approval.

For the Committee,

A handwritten signature in black ink that reads "Ann S. Holmes". The signature is written in a cursive style with a large initial "A".

Ann Sumner Holmes, Chair  
Naming University Facilities and Academic Unit Committee  
Associate Dean, LSU Roger Hadfield Ogden Honors College

Cc: Heather Herman  
Jane Cassidy




College of Engineering  
Office of the Dean

Louisiana State University  
2214 Patrick F. Taylor Hall  
Baton Rouge, LA 70803

O 225-578-4630  
www.lsu.edu/eng

**DATE:** March 21, 2018

**TO:** Rick Koubek  
Executive Vice President and Provost

**FROM:** Judy Wornat   
Dean, College of Engineering

**CC:** Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Seminar Room**

The LSU College of Engineering requests the naming of a seminar room in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Alfredo and Maria Lopez. The donors request the seminar room be named the Alfredo and Maria Lopez Chemical Engineering Seminar Room.

Earning his bachelors of science degree in 1963, his masters of science degree in 1965, and his Ph.D. in 1967, all in chemical engineering from LSU, Lopez served in various roles at Exxon, ultimately rising to become the Vice President of Research and Development before his retirement. During his time at ExxonMobil, he was an ardent champion for LSU, recruiting students and supporting collaborations between the company and the university. He continues to be an active member in his scientific and residential communities and a steadfast supporter of his alma mater. In addition to passions for chemical engineering, he's also been a member of the board of directors for several hospitals in the South Carolina and Florida area and has served as an active leader in his church and community.

Lopez and his wife, Maria, are committed to LSU Engineering, as displayed by the support of and service to the LSU College of Engineering. They have created professorships within in the college, as well as a faculty start up fund in the Cain Department of Chemical Engineering for new faculty members. Lopez himself is a former member of the Cain Department of Chemical Engineering's Board of Advisors, and he was inducted into the LSU College of Engineering Hall of Distinction during the 2000-2001 academic year.

The LSU College of Engineering is pleased to have this seminar room named the Alfredo and Maria Lopez Chemical Engineering Seminar Room. Thank you for consideration of this request.






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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Atrium**

The LSU College of Engineering requests the naming of an atrium in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Ron and Gail Cambre. The donors request this atrium be named the Cambre Atrium.

Ron Cambre received his chemical engineering degree from LSU in 1960. He began his career with International Paper Company followed by roles in executive leadership at Freeport McMoRan, Newmont Mining Corporation, and The J. M. Burguières Company. He was inducted into the National Mining Hall of Fame in 2000 and is a longtime member of both the LSU Alumni Association and the LSU Foundation.

Cambre is an active supporter of LSU Engineering, as evidenced by his service over the years. He served as vice chairman of the Forever LSU campaign. His early fundraising leadership for a new Chemical Engineering building inspired what eventually became the *Breaking New Ground Campaign*. These combined efforts ultimately garnered a total of \$57 million which leveraged a commensurate amount from the State of Louisiana, resulting in a \$114 million renovation and expansion of Patrick F. Taylor Hall, LSU's 460,000 square foot engineering headquarters.

He has also served on the LSU College of Engineering Dean's Advisory Council and, in 1995, was inducted into the LSU College of Engineering Hall of Distinction. In 2007, he received an honorary doctorate of humane letters from LSU. That same year, the LSU College of Engineering inducted him into the Society for Engineering Excellence. His dedication to his profession and his alma mater serve as an inspiration to current and future generations of LSU Engineers.

The LSU College of Engineering is pleased to have this atrium named the Cambre Atrium. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Center for  
Engineering Education**

The LSU College of Engineering requests the naming of a center for engineering education in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible by a generous gift from Chevron. The donor requests the center be named the Chevron Center for Engineering Education.

Chevron is a steadfast partner of the LSU College of Engineering and its local community, providing key support that enhances the educational experiences of our undergraduate and graduate students. The Chevron – LSU partnership has lasted for more than 50 years, demonstrating Chevron’s commitment to the future of engineering, especially engineering at LSU. The company regularly provides programmatic support for diversity initiatives and mentoring opportunities between Chevron employees and engineering students, and Chevron heavily recruits LSU students and recent graduates to join their workforce. The company maintains numerous facilities in the state, employing hundreds of Louisiana citizens, many of them LSU alumni.

The LSU College of Engineering commends Chevron’s commitment to support student scholarships, departmental development funds, and diversity initiatives. Furthermore, we are pleased to recognize Chevron’s support of various student organizations and student projects within the LSU College of Engineering. This is in addition to their pledge to create this center for engineering education in our new facility.

The LSU College of Engineering is pleased to have this center named the Chevron Center for Engineering Education. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Reservoir  
Mechanics Lab**

The LSU College of Engineering requests the naming of a reservoir mechanics laboratory in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible by a generous gift from Chevron. The donor requests the laboratory be named the Chevron Reservoir Mechanics Laboratory.

Chevron is a steadfast partner of the LSU College of Engineering and its local community, providing key support that enhances the educational experiences of our undergraduate and graduate students. The Chevron – LSU partnership has lasted for more than 50 years, demonstrating Chevron’s commitment to the future of engineering, especially engineering at LSU. The company regularly provides programmatic support for diversity initiatives and mentoring opportunities between Chevron employees and engineering students, and Chevron heavily recruits LSU students and recent graduates to join their workforce. The company maintains numerous facilities in the state, employing hundreds of Louisiana citizens, many of them LSU alumni.

The LSU College of Engineering commends Chevron’s commitment to support student scholarships, departmental development funds, and diversity initiatives. Furthermore, we are pleased to recognize Chevron’s support of various student organizations and student projects within the LSU College of Engineering. This is in addition to their pledge to create this laboratory in our new facility.

The LSU College of Engineering is pleased to have this laboratory named the Chevron Reservoir Mechanics Laboratory. Thank you for consideration of this request.



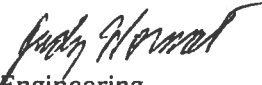
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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Student Gathering Space**

The LSU College of Engineering requests the naming of a student gathering space in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from ConocoPhillips. The donor requests this space be recognized as the ConocoPhillips Student Gathering Space.

ConocoPhillips is an active partner of LSU and the LSU College of Engineering, providing significant support in order to enrich the educational experiences of our students. Through the shared values of innovation and collaboration, ConocoPhillips and LSU have worked together on student programs and campus initiatives for many years, and LSU serves as a strong base for new employee recruitment for ConocoPhillips.

The LSU College of Engineering is also pleased to honor the contributions of ConocoPhillips to student organizations, such as the Society of Hispanic Engineers, the National Society of Black Engineers at LSU, and the Society of Women in Engineering, as well as their contributions to departmental development and scholarship support. This is in addition to their pledge to create this student gathering space in our newly-renovated facility.

The LSU College of Engineering is pleased to have this space recognized as the ConocoPhillips Student Gathering Space. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Computer  
Laboratory**

The LSU College of Engineering requests the naming of a computer laboratory in newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from the Dominion Gas Foundation and Lucien and Suzan Tujague. The donors request this laboratory be named the Dominion Gas – Lucien and Suzan Tujague Computer Laboratory.

An outfielder on the LSU Baseball team in the years 1977-1980, Lucien Tujague earned his bachelor of science degree in petroleum engineering in 1981. After attending LSU's Baton Rouge campus for several years, Suzan Tujague received her bachelor's degree in Medical Technology from LSU's Health Sciences Center in New Orleans in 1980.

In the spirit of the "LSU Engineer" philosophy now promoted as essential to the LSU College of Engineering student experience, Mr. Tujague excelled as an entrepreneur early in his career, establishing Dominion Gas in the 1980s to supply natural gas to municipal and commercial consumers. The Tujagues subsequently funded the Dominion Gas Foundation as a means to promote philanthropies that reflect their values. They are active in their local church in Dallas and have supported various charitable endeavors, including Jesuit High School in New Orleans and LSU.

Invited to participate in the fundraising campaign for the renovation and expansion of Patrick F. Taylor Hall by Dr. Harry Longwell, the campaign's co-chairman who himself is a longstanding LSU volunteer and benefactor, the Tujagues chose to direct funding from the Dominion Gas Foundation to the project. Thus, they have requested the name of their company be included in the honorarium.

Mr. Tujague has commented that it was a scholarship he received at LSU that allowed him to pursue his degree and as a result, he and his wife have expressed their commitment to current student-centered initiatives in the College of Engineering, such as this computer laboratory which will be accessible for students from all disciplines in the College. The LSU College of Engineering, therefore, is pleased to have this laboratory named the Dominion Gas – Lucien and Suzan Tujague Computer Laboratory. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Unit Operations  
Lab**

The LSU College of Engineering requests the naming of the Unit Operations Laboratory in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible by a generous gift from The Dow Chemical Company. The donor requests the laboratory be named the Dow Chemical Engineering Unit Operations Laboratory.

Dow is an active partner of LSU and the LSU College of Engineering, providing significant support in order to enrich the educational experiences of our students. Through the shared value of innovation, Dow and LSU have worked together on student programs and campus initiatives for many years, and LSU serves as a strong base for new employee recruitment for Dow. As a matter of fact, one of Dow's largest manufacturing operations in the world is located across the Mississippi River from LSU, in Plaquemine, and has served as a source of employment for scores of LSU alumni over several generations.

The LSU College of Engineering commends Dow's commitment to support students and faculty through various development funds, several diversity initiatives, and laboratory equipment. Furthermore, we are pleased to recognize Dow's support of many student initiatives, including, but not limited to: organizations, like Engineers without Borders; student programs, like REHAMS summer camp and Encounter Engineering bridge program; and course projects like Mini Baja Project and the Mini-Indy Auto Assembly. This is all in addition to their pledge to create this state-of-the-art laboratory.

The LSU College of Engineering is pleased to have this space named the Dow Chemical Engineering Unit Operations Laboratory. Thank you for consideration of this request.



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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Student Services Office**

The LSU College of Engineering requests the naming of the Student Services Office in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from the late Dr. William A. Brookshire. Prior to his death, the donor requested this office be named the Dr. William A. Brookshire Student Services Office.

Dr. William A. Brookshire received his masters and doctoral degrees in from LSU's chemical engineering department in 1959 and 1961, respectively. He served as co-founder and chairman of the board of S & B Engineers and Constructors Ltd., based in Houston. He was a hardworking individual who valued education and self-sufficiency.

During his lifetime, Dr. Brookshire proved to be among the most magnanimous of LSU alumni, expressing great care for students in the support he offered throughout the years. In the College of Engineering, for instance, Dr. Brookshire created the Brookshire Scholarship in Engineering, rewarding more than 300 full-time undergraduate students per semester who have a combined work and coursework schedule of 30 hours or more. Additionally, the William A. Brookshire Graduate Assistantship in Chemical Engineering provides support to doctoral students and assists the Cain Department of Chemical Engineering in attracting some of the best postgraduate students in the field. His passion for the education of LSU Engineering students is further exemplified in his contribution to the LSU Engineering Student Crisis Fund and the Brookshire Excellence in Teaching Award.

Dr. Brookshire's philanthropy extended to the broader university community when he underwrote the new The William A. Brookshire Military & Veterans Student Center on LSU's campus, a dedicated place with staff that provide resources to assist veterans in making successful transitions from military service to a university education.

Given Dr. Brookshire's lengthy personal and philanthropic commitment to LSU students, the College of Engineering is pleased to have this office named the Dr. William A. Brookshire Student Services Office. Thank you for consideration of this request.



College of Engineering


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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Computer  
Laboratory**

The LSU College of Engineering requests the naming of a computer laboratory in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Edward and Karen Wax Schmitt. The donors request the laboratory be named the Edward A. and Karen Wax Schmitt Chemical Engineering Undergraduate Computer Laboratory.

In 1969, as a first-generation college student, Edward Schmitt earned his bachelor's degree in chemical engineering. His career included positions with ALCOA and later Allied Chemical Corporation's plant in Geismar, Louisiana. In 1980, he became an engineer with Georgia Gulf (now Axiall) at their Plaquemine, Louisiana facility, where he quickly rose through the ranks. He later became Georgia Gulf's president and CEO and was elected to the board of directors. For the next decade, Schmitt served in those roles before being elected chairman of the board until his retirement in 2008. Today, he serves as an independent board member of CF Industries Holdings Inc., which has operations in Donaldsonville, Louisiana, a position he has held since 2005.

Schmitt and his wife, LSU education alumna Karen Wax Schmitt, continually support the LSU College of Engineering through donations of time and talent. He was inducted into the College of Engineering Hall of Distinction in 1997, and he and Karen are members of the College of Engineering Society for Engineering Excellence. Schmitt's early fundraising leadership for a new Chemical Engineering building in the early 2000s inspired what eventually became the *Breaking New Ground Campaign*. These combined efforts ultimately garnered a total of \$57 million which leveraged a commensurate amount from the State of Louisiana, resulting in a \$114 million renovation and expansion of Patrick F. Taylor Hall, LSU's 460,000 square foot engineering headquarters.

In addition to serving as a volunteer leader and philanthropist for LSU, Schmitt is a past chairman and current board member of Boy's Hope of Baton Rouge, past chairman for the Louisiana Chemical Association political action committee, official correspondent for the Chlorine Institute, and a current member of the Louisiana Chemical Industry Alliance.

The LSU College of Engineering is pleased to have this laboratory named the Edward A. and Karen Wax Schmitt Chemical Engineering Undergraduate Computer Laboratory. Thank you for consideration of this request.






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**DATE:** March 21, 2018

**TO:** Rick Koubek  
Executive Vice President and Provost

**FROM:** Judy Wornat   
Dean, College of Engineering

**CC:** Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE:** **Request to Name College of Engineering Capstone Design Classroom**

The LSU College of Engineering requests the naming of a capstone design classroom in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Entergy. The donor requests this space be recognized as the Entergy Capstone Design Classroom.

Entergy is a longtime partner of LSU and the College of Engineering, providing significant support in order to enhance the educational experiences of our students and enrich the research capabilities of our faculty members. The LSU College of Engineering is pleased to honor their contributions to departmental and laboratory support in the college, specifically in the Division of Electrical and Computer Engineering. Entergy employees regularly volunteer their time to serve and advocate for LSU and its students, and the company routinely recruits LSU students as new employees. This is in addition to their pledge to create this capstone design classroom in our newly-renovated facility.

The LSU College of Engineering is pleased to have this classroom recognized as the Entergy Capstone Design Classroom. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering MicroGrid and  
Relay Laboratory**

The LSU College of Engineering requests the naming of an electrical engineering microgrid and relay laboratory in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Entergy. The donor requests this laboratory be recognized as the Entergy Electrical Engineering MicroGrid and Relay Laboratory.

Entergy is a longtime partner of LSU and the College of Engineering, providing significant support in order to enhance the educational experiences of our students and enrich the research capabilities of our faculty members. The LSU College of Engineering is pleased to honor their contributions to departmental and laboratory support in the college, specifically in the Division of Electrical and Computer Engineering. Entergy employees regularly volunteer their time to serve and advocate for LSU and its students, and the company routinely recruits LSU students as new employees. This is in addition to their pledge to create this microgrid and relay laboratory in our newly-renovated facility.

The LSU College of Engineering is pleased to have this laboratory recognized as the Entergy Electrical Engineering MicroGrid and Relay Laboratory. Thank you for consideration of this request.



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**DATE:** March 21, 2018

**TO:** Rick Koubek  
Executive Vice President and Provost

**FROM:** Judy Wornat   
Dean, College of Engineering

**CC:** Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE:** Request to Name College of Engineering Classroom

The LSU College of Engineering requests the naming of a classroom in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Freeport-McMoRan. The donor requests this space be recognized as the Freeport-McMoRan Classroom.

Freeport-McMoRan is a longtime supporter of higher education programs, including a decades-long partnership with LSU. It stands with the LSU College of Engineering in providing a high-quality engineering education to help ensure that our students will be the next generation of innovators, problem solvers, and future leaders with the diverse experience, skills, and ideas needed to solve pressing problems and help this nation remain competitive in the rapidly changing global marketplace.

The LSU College of Engineering is pleased to have this classroom recognized as the Freeport-McMoRan Classroom. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Laboratory**

The LSU College of Engineering requests the naming of a laboratory in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Gene Perdue and Malcolm Lowe, Jr. The donors request the laboratory to be named the Gene Perdue and Malcolm C. Lowe, Jr. Chemical Engineering Laboratory.

Earning his degree in Chemical Engineering from LSU in 1942, Malcolm C. Lowe, Jr. served the majority of his professional career as a business development director for Monsanto. He and his wife, Gene, dedicated their estate to the benefit of the LSU College of Engineering. Through this generosity, the Lowes have supported the establishment of professorships, the Endowed Alumni Fellowship Fund, a Distinguished Professorship of Engineering, and the major laboratory space in Patrick F. Taylor Hall.

The LSU College of Engineering is pleased to have this laboratory named Gene Perdue and Malcolm C. Lowe, Jr. Chemical Engineering Laboratory. Thank you for consideration of this request.



College of Engineering

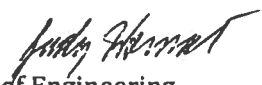
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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Learning Complex**

The LSU College of Engineering requests the naming of a construction management learning complex in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Art Favre and Performance Contractors. The donor requests this learning complex be named the Performance Contractors, Inc. Construction Management Learning Complex.

Art Favre earned his bachelor's degree in 1972 as a member of the first graduating class of LSU's Construction Management program. Construction Management subsequently was incorporated into the College of Engineering. He is the owner and president of Performance Contractors Inc., a multi-billion-dollar general industrial services company providing construction, maintenance, turnaround, and pipe fabrication capabilities for large-scale projects throughout the United States.

Favre and Performance Contractors Inc. have longstanding relationships with the LSU College of Engineering and the Bert S. Turner Department of Construction Management. Many of the 6,500 employees at Performance Contractors Inc. are LSU alumni, including more than 35 alumni in management and leadership positions. Favre was a founding member of the Construction Industry Advisory Council (CIAC), which has provided guidance on matters of curriculum and student experience most relevant to their future employment in industry. Furthermore, CIAC has donated over \$1 million in support to the Bert S. Turner Construction Management Department from member dues and other donations.

Favre is notable as a volunteer leader and philanthropist at LSU and throughout the Baton Rouge area. In addition to participation in the CIAC, he is a member of the College of Engineering Dean's Advisory Council, was inducted into the College of Engineering's Hall of Distinction in 2007, and has established the Art Favre Endowed Chair in Industrial Construction Management. His civic and engagement in the Baton Rouge community includes support for Pennington Biomedical Research Foundation and Our Lady of the Lake Children's Hospital.

When Favre chose to generously support this project, he requested the name of his company be showcased in the honorarium. The LSU College of Engineering is pleased to have this space named the Performance Contractors, Inc. Construction Management Learning Complex. Thank you for consideration of this request.



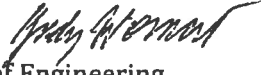
College of Engineering  
Office of the Dean

Louisiana State University  
2214 Patrick F. Taylor Hall  
Baton Rouge, LA 70803

O 225-578-4630  
www.lsu.edu/eng

DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Interactive Classroom**

The LSU College of Engineering requests the naming of an interactive classroom in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Phillips 66. The donor requests this classroom be named the Phillips 66 Interactive Classroom.

Phillips 66 is a dedicated champion of the LSU College of Engineering and our local community, providing key contributions that enhance the educational experiences of our undergraduate and graduate students. Both Phillips 66 and the LSU College of Engineering include in their mission statements the drive to improve lives. This commonality is the foundation for a strong, collaborative partnership focused on the future of LSU Engineering and its capability to create positive impact in our world.

Additionally, the LSU College of Engineering commends Phillips 66's commitment to support diversity initiatives through the Society for Women in Engineering, the National Society of Black Engineers at LSU, the Society of Hispanic Engineers, and the Women and Minorities Engineering Program at LSU, as well as their support of departmental development and various student organizations across the college.

The LSU College of Engineering is pleased to have this classroom named the Phillips 66 Interactive Classroom. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Lecture Hall**

The LSU College of Engineering requests the naming of a lecture hall in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Randy and Carol Limbacher. The donors request this lecture hall be named the Randy and Carol Limbacher Lecture Hall.

Randy and Carol Limbacher met while attending LSU in the late 1970s. Randy graduated from LSU in 1980 with a bachelor's degree in petroleum engineering. Randy quickly exemplified qualities endemic to the LSU Engineer by taking on leadership positions in the oil and gas industry, including his role as executive vice president and chief operating officer for Burlington Resources, and then president, Exploration and Production, Americas, for ConocoPhillips. He also has served as president and chief executive officer at independent exploration and production companies Rosetta Resources and Samson Resources.

Randy and his wife, Carol, are steadfast supporters of the LSU College of Engineering in areas such as scholarships, professorships, and departmental development. They have long served as advocates for LSU Engineering in a variety of ways, including Randy's role as past chairman of the LSU Petroleum Engineering Industrial Advisory Committee. Additionally, they are members of the LSU College of Engineering Society for Engineering Excellence.

The couple's philanthropy extends beyond LSU through the work of the Limbacher Family Foundation, which was established in 2012. Charitable activities they support include education and cancer care and research.

The LSU College of Engineering is pleased to have this lecture hall named the Randy and Carol Limbacher Lecture Hall. Thank you for consideration of this request.





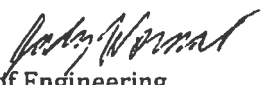
College of Engineering  
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Baton Rouge, LA 70803

O 225-578-4630  
[www.lsu.edu/eng](http://www.lsu.edu/eng)

DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Capstone Design Studio**

The LSU College of Engineering requests the naming of a capstone design classroom in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Valero. The donor requests this space be recognized as the Valero Capstone Design Studio.

Valero is a premier manufacturer, distributor and marketer of quality transportation fuels and petrochemical feedstocks. Valero believes in sharing its success, including partnering with the LSU College of Engineering to provide this state-of-the art learning environment where students can prepare for a successful future.

Valero provides significant support to the LSU College of Engineering in order to enrich the educational experiences of our students. Over the past decade, Valero and its employees have continually provided mentorship and financial support to the capstone design program in mechanical engineering. Valero heavily recruits from LSU, as well, hiring approximately 70 interns and full-time employees from the LSU College of Engineering over the last five years.

Valero's investment in the economy of the State of Louisiana is significant. The company regards its refinery in Norco, Louisiana as among its most modern, with substantial capital improvements being made at the site in anticipation of Valero's long-term operations in the St. Charles Parish community.

The LSU College of Engineering is pleased to have this classroom recognized as the Valero Capstone Design Studio. Thank you for consideration of this request.



College of Engineering


Office of the Dean

Louisiana State University  
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Baton Rouge, LA 70803

O 225-578-4630  
www.lsu.edu/eng

DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

**RE: Request to Name College of Engineering Suite**

The LSU College of Engineering requests the naming of the petroleum engineering department suite in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from Warren Hawkins and Gary Wooley. The donors request the suite to be named the Warren S. Hawkins and Gary R. Wooley Petroleum Engineering Department Suite.

Warren S. Hawkins earned his bachelor's degree in petroleum engineering from LSU in 1970. He has committed his life's work to the field of petroleum engineering, enjoying 48 years in his career thus far. Hawkins joined Quintana Petroleum Corporation in 1972, and he is currently the Senior Vice President of Quintana Minerals Corporation. He has led numerous oil and gas investments for Quintana Minerals Corporation, both in the United States and internationally, during his career. He has served as the Director of American Petroleum Institute Upstream, a member of the LSU Petroleum Industry Advisory Committee, and has participated in councils for various organizations across the petroleum industry.

Hawkins' ties to LSU span more than one generation. His recent donation to the Patrick F. Taylor Hall Building project was inspired, in part, due to the fact that his father, the late Murray S. Hawkins, was an esteemed member of the petroleum engineering faculty at LSU and served as chair of the department for many years. The department has been named the "Craft and Hawkins Department of Petroleum Engineering" recognizing Hawkins' leadership and that of another influential faculty member, Benjamin C. Craft.

Gary R. Wooley holds a bachelor's degree in mechanical engineering, a master's degree in engineering science, and a doctorate in engineering science – all from the LSU College of Engineering. After his time at LSU, Wooley worked for Atlantic Richfield Company before creating Enertech Engineering & Research Co. and later founding Wooley & Associates, Inc., a consulting firm for the petroleum engineering industry, of which he is currently the president.

Wooley has volunteered his time and talents to various charitable and educational activities, including his local church in Houston, Texas, and,

notably, the LSU College of Engineering. In addition to serving as a member of the leadership committee for the *Breaking New Ground Campaign*, which raised the funds for the renovation and expansion of Patrick F. Taylor Hall, he currently serves as the chair of the College of Engineering Dean's Advisory Council, in which he has been active for a number of years. Wooley also serves on the Mechanical Engineering Industrial Advisory Committee at LSU.

The LSU College of Engineering is pleased to have this suite named the Warren S. Hawkins and Gary R. Wooley Petroleum Engineering Department Suite. Thank you for consideration of this request.




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DATE: March 21, 2018

TO: Rick Koubek  
Executive Vice President and Provost

FROM: Judy Wornat   
Dean, College of Engineering

CC: Heather Herman  
Executive Director, Communications and External Relations,  
Office of Academic Affairs

RE: **Request to Name College of Engineering Student Gathering Space**

The LSU College of Engineering requests naming of a student gathering space in the newly-renovated Patrick F. Taylor Hall and Chemical Engineering Building made possible through a generous gift from William "Bill" Bethea. The donor requests this classroom be named the William "Bill" Bethea Student Gathering Space.

William Bethea, a 1961 graduate of petroleum engineering at LSU, is the current Chief Executive Officer of Explore Enterprises. He has been a continuous supporter of LSU, providing substantial contributions to scholarships and student programs through the LSU College of Engineering, the E.J. Ourso College of Business, and the LSU Alumni Association.

Bethea was invited to participate in the *Breaking New Ground* fundraising campaign for the renovation and expansion of Patrick F. Taylor Hall by Mrs. Phyllis Taylor, the campaign's co-chair who herself is a longstanding LSU volunteer and benefactor. Bethea was an early business partner with Mrs. Taylor's late husband, Patrick F. Taylor, and both men contributed significantly to the growth of offshore oil exploration in Louisiana.

The LSU College of Engineering is pleased to have this space named the William "Bill" Bethea Student Gathering Space. Thank you for consideration of this request.



**Request from LSU Health Sciences Center at New Orleans to  
Name the Dental School Annex Building as the “Dr. Allen A. Copping  
Advanced Clinical Care and Research Building”**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses..

**1. Summary of the Matter**

The Louisiana State University Health Sciences Center at New Orleans requests the Board of Supervisor’s approval to name its new Dental School Annex building in honor of Dr. Allen A. Copping.

Dr. Copping served LSU for more that forty years in a variety of senior leadership roles. He was part of the inaugural dentistry faculty, became dean of the School of Dentistry, was the chancellor of the LSU Medical Center, and, finally, became president of the LSU System. Throughout his many decades at LSU, Dr. Copping enjoyed a well-deserved reputation as a man of extraordinary loyalty, honesty, compassion, and sincerity who was steadfastly devoted to public education and to the well-being of all the citizens of his beloved native state of Louisiana.

Dr. Allen Copping was born in New Orleans, Louisiana on February 11, 1927, educated in the public school system, and guided in his formative years by his devoted parents, Allen J. and Marie B. Copping. He graduated from Loyola University of New Orleans in 1949 as a Doctor of Dental Surgery then joined the United States Navy, serving his country with distinction fir five years during the Korean Conflict as an oral surgeon on a hospital ship. After his discharge, Dr. Copping returned home to New Orleans and began a successful dental practice that included serving on the faculty at the Loyola University School of Dentistry, holding various leadership positions in the New Orleans Dental Association, and receiving special awards from numerous national and international dental organizations.

Dr. Copping joined the faculty as a Clinical Associate Professor of Crown and Bridge on March 1, 1968, at the newly created LSU School of Dentistry. He was instrumental in the development of the LSU School of Dentistry and served in several important positions there, including as Director of Continuing Education and as Associate Dean. On April 6, 1974, Dr. Copping was appointed as the second Dean of LSU School of Dentistry and, on June 13 of the same year, the LSU Board of Supervisors called upon him to become the third Chancellor of the LSU Medical Center, where he served with great distinction for the next eleven years. As Chancellor, Dr. Copping helped initiate a remarkable expansion in both the curricular offerings and in the physical facilities as he managed LSU's two health sciences centers and the university's statewide network of hospitals and clinics. Under his leadership, the LSU Medical Center in New Orleans added its Medical Education Building and the LSU/Lions Eye Center, helping establish it as one of the leading health science centers in the South, while the LSU Medical Center in Shreveport acquired its own teaching hospital, the LSU University Hospital, to better train aspiring doctors and care for patients. Dr. Copping also played a key leadership role in the development of the Pennington Biomedical Research Center, helping secure a generous gift of \$125 million in 1980 from oilman C.B. “Doc” Pennington and his wife Irene Wells Pennington, at the time the largest single gift to an institution of higher learning in the country.

On March 18, 1985, Dr. Copping became the third President of the LSU System and the fifteenth LSU president, collectively leading the eight campuses in the System and managing an annual budget of over two billion dollars. During his tenure as President, Dr. Copping guided the LSU System through several challenging years. He oversaw the addition of the Health Care Services Division of the LSU Medical Center. Dr. Copping retired in 1999 after fourteen years as LSU President, and passed away on December 11, 2011, at the age of 84.

Dr. Copping published a number of articles in the professional literature addressing the subject of dental education and continuing education, as well as a program for training of dental educators. Even today, his contributions to medicine and research are remembered annually with the Allen A. Copping Excellence in Teaching Awards, which recognize outstanding faculty at the LSU Health Sciences Centers in New Orleans and Shreveport who inspire their students and have demonstrated a life-long pursuit of discovery.

Over the course of his long and distinguished career, Dr. Copping was recognized with numerous honors and awards. He was elected to the Omicron Delta Kappa National Leadership Fraternity in 1983, as a Louisiana State University System faculty and administration inductee, and in 1977 he received the Al Borish Distinguished Service Award of the Academy of General Dentistry. He was a Fellow of the International College of Dentists, Fellow of the American College of Dentists, Fellow of the Academy of General Dentistry, and a member of the Blue Key National Honor Society, the Omicron Kappa Upsilon Honorary Scholastic Society, and the C. Victor Vignes Odontological Honorary Dental Society.

Dr. Copping also held positions as President of the Advisory Board of the Louisiana State Health and Human Resources Administration from 1973-1977, the Governor's Ad Hoc Committee on Medical Education in Louisiana from 1973-1977, and Director of Continuing Education at LSU School of Dentistry from 1968-1975. He served as National Chairman of the Council on Continuing Education of the Academy of General Dentistry from 1971-1976, and as Chairman of the Board of Administrators for Charity Hospital in 1972-1973, a board on which he served from 1964. Dr. Copping also served, in 1969, as Chairman of the Long Range Planning Committee for Charity Hospital of New Orleans.

Dr. Copping's significant engagement in community activities include serving as Chairman of the United Way of Greater New Orleans University and College Division, Chairman of the Louisiana Heart Association, Chairman of the Committee on Dental Education for the Louisiana Dental Association, and Delegate from Louisiana for the American Dental Association. Dr. Copping was the founder and first editor of the official New Orleans Dental Association newspaper, NODA, and also served in 1979 as an NCAA faculty representative for the Sugar Bowl Executive Committee.

Dr. Allen Copping earned the respect of the health professions community in Louisiana through his vibrant and engaged leadership over his long and distinguished his career as a dedicated and professional public servant in his many roles at LSU. Naming the newly constructed Dental School Annex Building at the LSU Health Sciences Center at New Orleans in his honor, as the "Dr. Allen A. Copping Advanced Clinical Care and Research Building" will ensure that Dr. Copping's selfless contribution to the education and healthcare of Louisiana's students and citizens will be forever remembered and honored.

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

Supporting materials are on file with the LSU Office of Academic Affairs.

## **3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 LSU Board of Supervisors does hereby approve the request from the LSU Health Sciences Center at New Orleans to name the Dental School Annex Building as the “Dr. Allen A. Copping Advanced Clinical Care and Research Building”



**Request from Pennington Biomedical Research Center for Continued Approval of the Institute for Dementia Research and Prevention (IDRP)**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.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**

The Institute for Dementia Research and Prevention (IDRP) at the Pennington Biomedical Research Center (PBRC) was granted initial approval by the Board of Regents on October 23, 2008 and continued approval in 2013. PBRC is requesting continued approval of the IDRP for an additional five years.

The IDRP's mission is to improve the quality of life for individuals in Louisiana by generating world-class research programs focused on dementia prevention and by providing vital educational opportunities for individuals affected by dementia. Routinely, the IDRP works with the NIH and leading pharmaceutical companies around the world to find interventions which prevent and/or treat Alzheimer's Disease (AD) and related dementias, and since its inception, the Institute has served as the leading AD clinical research site in Louisiana and the surrounding region. In 2014, the IDRP was established as an AD Cooperative Study Site, placing it in the top 100 clinical sites in the United States for AD research.

Since its last reauthorization in 2013, the IDRP has fulfilled all of its initial goals/benchmarks. It has created two studies (Longitudinal Brain Aging Study (LABrainS) and Jo Lamar Dementia Study (JLDS)) that have emerged as the largest studies of their kind in the U.S. Data from these studies have been used in 18 peer reviewed publications, secured over \$8 million in NIH grants and pharmaceutical contracts, and allowed the training of four clinical psychology graduate students. Additionally, the IDRP co-developed new technologies for dementia research that helped spur the establishment of a technology-based business in Shreveport, LA, which provides revenue to PBRC through a sublicensing agreement. Another technology co-developed by IDRP has resulted in a new clinical trial being conducted at LSU starting in June 2018.

The focus on the next five years is to build upon these successes and increase the impact and scope of IDRP efforts. These goals are as follows: 1) to grow and maintain the LABrainS and JLDS; 2) to grow the number and scope of pharmaceutical industry contracts and NIH grants; 3) to grow the size and scope of aging and dementia research; and 4) to increase the development of new technologies and resources for dementia care and dementia research.



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

The IDRP resides on the second floor of PBRC under the direction of Dr. Jeffrey Keller. The Center self-generates 100% of its funding for all activities and personnel through NIH grants, pharmaceutical industry contracts, and private foundations at the State and national level. No state funds are requested.

As part of the IDRP's goal to increase the size and scope of its aging and dementia research, the Institute will add a new faculty member in 2019-2020 to complement the efforts of Dr. Keller, who is the only IDRP faculty member. This addition will help increase the IDRP's portfolio of clinical work with the NIH and pharmaceutical industry as well as its publication efforts. IDRP will also increase its number of students receiving training in clinical practice and research. The IDRP plans to further collaborate with the LSU Medical Physics department to provide hands-on training relating to dementia research and imaging-based research as well as to identify joint grant opportunities.

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

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU 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 does hereby approve the Request for Continued Approval of the Institute for Dementia Research and Prevention from Pennington Biomedical Research Center, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center at New Orleans for  
Continued Approval of the Early Intervention Institute**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.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**

The Early Intervention Institute at LSU Health Sciences Center at New Orleans (LSU HSCNO) was granted full approval by the Board of Regents on August 21, 2013. LSU HSCNO is requesting continued approval of the Institute for an additional five years.

The Early Intervention Institute is housed within the Human Development Center (HDC), which is Louisiana's only federally-designated University Center of Excellence in Developmental Disabilities. The Institute provides assistance to the HDC in meeting federal obligations under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 to provide support and training to young children with disabilities, their families, and communities. Specifically, the Institute provides interdisciplinary training to and research for maternal and child health professionals, early childhood education providers, and families who are involved in the care of children with developmental disabilities.

Since its full approval in 2013, the Early Intervention Institute has continuously provided early childhood instruction, field experiences, and supervision to students and professionals within allied health, medical, nursing, and education disciplines. It also provides education resources for academic and licensure programs operated by a number of colleges and universities within the State. Additionally, many members of the Institute sit on and/or advise many national and state-level early childhood organizations, boards, and commissions including the Centers for Disease Control and Prevention Act Early Initiative, Head Start/Early Head Start Regional Collaborative, Louisiana Developmental Disabilities Council, and many others.

Future planned activities for the Institute include establishing clinics, partnerships, and events that can assist training and research regarding maternal and child health and education. For example, in FY19, the Institute will implement a Feeding Clinic to develop knowledge and skills in evidence-based practices to address feeding issues faced by children with disabilities, and through a collaboration with Louisiana Title V and the Louisiana Department of Education, applications for funding for a statewide Developmental Screening and Surveillance Initiative have been submitted. Furthermore, as interdisciplinary research is a core function of the Institute, plans are to create a play-based assessment and demonstration clinic that draws upon medical

subspecialties including behavioral and developmental pediatrics, pediatric neurology, gastroenterology, communication disorders, psychology, child and family counseling, physical therapy, etc.

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

The Early Intervention Institute is housed within the recently built Human Development Center. Faculty and staff of the HDC and Institute collaborate on research, training, and acquiring extramural funding. Currently, 19 faculty and staff are engaged in work with the Institute and continue to successfully accrue grant funding.

The Early Intervention Institute is funded through dedicated School of Allied Health Professions' allocations and grants leveraged by the faculty and staff of the HDC/EII. As an Institute within a federally-designated University Center of Excellence in Developmental Disabilities, the Institute has ongoing success acquiring grants. Based on current multi-year grants and contracts, it is anticipated that the EII will generate approximately \$1.7 million in restricted (self-generated) funds during each of the next five fiscal years, with a 3% increase built in each year. The Institute's track record on securing restricted funds suggests that these projections are conservative. That is, EII anticipates securing additional grants and contracts over the next five years, despite the reduction in state funds for higher education.

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

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU 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 does hereby approve the Request for Continued Approval of the Early Intervention Institute from LSU Health Sciences Center at New Orleans, subject to approval by the Louisiana Board of Regents.



## Approval of FY 2018 Supplemental Appropriation and FY 2019 Appropriation

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

### 1. Summary of Matter

Each June, the Board of Supervisors authorizes the distribution of supplemental state appropriations prior to the end of the current fiscal year, and the distribution of next year's state appropriation prior to the start of the new fiscal year. The Board then approves the University's annual operating budget at their September meeting. This item and resolution addresses the first of these steps. Additional information on the FY 2018 Supplemental Appropriation and the current status of the FY 2019 Appropriation is included below.

#### FY 2018 Supplemental Appropriation

House Bill 874 (HB874) of the 2018 Regular Legislative Session, the Supplemental Appropriation Bill, provides amended appropriations for FY 2018. The supplemental appropriation bill reduced by (\$3,787) the State General Fund by Interagency Transfer from the Department of Education to the Louisiana State University A&M College for the Professional Development Program, provided an additional \$5,036,222 for State General Fund (Direct), and \$7,200,000 for Fees and Self-generated, authority as follows:

##### **State General Fund (Interagency Transfers)**

- **(3,787) – LSU Lab School** – Professional Development Program

##### **State General Fund (Direct)**

- **\$436,222 - LSU Agricultural Center** - for researching Roseau Cane die-offs and monitoring the restoration trials in Plaquemines Parish
- **\$2,600,000 - LSU Health Sciences Center – New Orleans** - to pay indirect costs related to the master lease and occupancy agreement with the Cancer Research Center
- **\$2,000,000 - LSU A&M** - for upgrades to the Louisiana Optical Network Initiative (LONI) computing system for research demands

##### **Fees & Self-generated Revenues**

- **\$7,200,000 - LSU Shreveport** - for costs associated with enrollment growth in the online MBA program

#### FY 2019 Appropriation

The original FY 2019 Governor's Executive Budget proposed \$2.4 billion in total means of financing for Higher Education, a \$272 million decrease from FY 2018, or 10.0%, including a State General Fund reduction of 27.1%.

## FY 2019 Executive Budget Recommendation for Higher Education

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/17	FY 2019 Executive Budget Recommendation	Over/Under EOB
State General Fund Equivalent	\$1,004,971,363	\$732,716,972	(\$272,254,391)
Total Interagency Transfers	\$23,645,601	\$23,223,489	(\$422,112)
Fees & Self-generated Revenues	\$1,457,189,211	\$1,461,114,911	\$3,928,700
Statutory Dedications	\$151,642,910	\$148,170,266	(\$3,472,644)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$79,903,497	\$80,105,297	\$201,800
<b>Total</b>	<b>\$2,717,349,582</b>	<b>\$2,445,330,935</b>	<b>(\$272,018,647)</b>

The Governor's FY 2019 Executive Budget for Higher Education included the following highlights (reduction in millions):

- **(\$25.7M)** - Decreases resources to all systems and institutions in accordance with a distribution plan approved by the Board of Regents.
- **(\$233.3M)** - Decreases 100% of the state general fund for TOPS.
- **(\$13M)** – Decreases Go Grants funding by 50%.

### FY 2019 General Appropriations Bill (HB1)

The general appropriations bill (HB1) was passed during the 2018 Second Extraordinary Session and subsequently signed by the Governor on June 8, 2018 as Act 2. HB1 contains contingency language stating the areas of the budget that must be reduced if additional revenue is not generated to fund them. Under this language and based on current revenue estimates, the total reduction to higher education's state general fund appropriation from FY 2018 existing operating budget (EOB) levels would amount to \$180.4 million, including \$96.3 million (12.9%) from higher education institutions and agencies, and \$85.1 million from TOPS.<sup>1</sup> The 2018 Third Extraordinary Session began on June 18, 2018 and will end no later than June 27, 2018. If additional revenues are raised during this session, the current funding reductions to higher education in HB1 may be partially or wholly restored. Additional information on the results and impacts of the 2018 Third Extraordinary Session will be provided (as available) at the June 29<sup>th</sup> Board meeting.

The attached resolution authorizes the President to begin distributing all appropriations received for FY 2019. The final FY 2019 university operating budget will be presented to the Board for approval at its September 7, 2018 meeting.

### 2. Review of Documents Related to Referenced Matter

N/A

<sup>1</sup>Go Grants received an additional \$1.0M in State General Fund support for FY 2019 in HB1 above the FY 2018 EOB level. The total additional funding needed for TOPS in FY 2019 per HB1 is actually \$88.4M (inclusive of the \$85.1M reduction).

## RESOLUTION

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU F. King Alexander, or his designee, to act on behalf of the Board in presenting the methodology and distribution of appropriations and related budget information for FY 2019 to the institutions of the University, the Board of Regents, the Governor and his agencies, and the Legislature or its committees as required between meetings of the Board, and hereby delegates all such authority necessary to accomplish such purposes; and

**BE IT FURTHER RESOLVED** that the actions taken herein constitute approvals of the appropriations, not specific approval of the FY 2019 operating budgets of any budget entity of the University, as required, which approvals remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.



## Recommendation to Approve Fees Pursuant to the Authority Granted in Act 293 of the 2017 Regular Legislative Session

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

### 1. Summary of Matter

Act 377 of the 2015 Regular Legislative Session provided statutory authority to the LSU Board of Supervisors and other postsecondary management boards to assess additional fees on students within certain parameters in academic years 2015-16 and 2016-17.

Act 293 of the 2017 Regular Legislative Session, extended the authority to the LSU Board of Supervisors and other postsecondary management boards to June 30, 2020 to establish, adjust, increase certain fees, to provide limitations, and to extend the requirement that such boards report annually to the legislature relative to such fees.

Louisiana State University and Agricultural and Mechanical College (**LSU**), LSU Paul M. Hebert Law Center (**LSU Law**), LSU School of Veterinary Medicine (**LSU Vet**), Louisiana State University at Alexandria (**LSUA**), Louisiana State University at Eunice (**LSUE**), Louisiana State University in Shreveport (**LSUS**), and the Louisiana State University Health Shreveport (**LSU HSCS**) are requesting changes to mandatory fees per the authority granted under Act 293 beginning with the Fall 2018 semester. None of the remaining University campuses are seeking changes to mandatory fees under the authority granted under Act 293 at this time.

### 2. Review of Business Plans

**LSU, LSU Law, and LSU Vet** request to increase the "*Student Excellence Fee*" that will be assessed to all students excluding high school dual enrollment participants. The proposed increase will also not be assessed to graduate assistants who receive the graduate assistant tuition exemption. Revenues generated from this proposed fee increase are intended to fund both academic colleges and campus-wide support functions for the purpose of enhancing the student experience both in and out of the classroom. The proposed fee increase is \$282 per semester.

**LSUA** requests to remove the "*Student Yearbook Fee*" since the university will no longer be publishing a bi-annual yearbook. The proposed fee reduction is \$2 per student, per semester.

Additionally, **LSUA** requests to reduce the "*Children's Center Fee*" over the next three years. This is a student assessed fee that was put in place in 1998. Student usage of the Child Care Center has dropped considerably with only a very small fraction of students using the facility. SG put forth a resolution to remove the fee completely and, instead, put those dollars toward the Student Activities Fee and SG Fees. The proposed fee reduction this year is \$1 per student, per semester.

Additionally, **LSUA** requests to increase the "*Student Excellence Fee*" to all students except for those enrolled in 100% online programs offered in conjunction with Academic Partnerships. Revenues generated from this fee increase will be used in direct support of student success initiatives, including, but

not limited to, faculty/staff salaries, supplemental instruction, tutoring programs, and retention efforts. The proposed fee increase is \$6 per credit hour capped at \$72 per semester.

Additionally, **LSUA** requests to increase the “*Student Activity Fee*” to all students except for those enrolled in 100% online programs offered in conjunction with Academic Partnerships. Revenues generated from this fee increase are restricted to the Student Activities department to support a vibrant campus-life and associated activities. The proposed fee increase is \$6 per student, per semester.

Additionally, **LSUA** requests to increase the “*Student Government Fee*” to all students except for those enrolled in 100% online programs offered in conjunction with Academic Partnerships. Revenues generated from this fee are restricted to the **LSUA** Student Government to support student driven initiatives, fund SG staffing, operations/supplies, and student and organization scholarships. The proposed fee increase is \$4 per student, per semester.

Additionally, **LSUA** requests a new “*Course Fee*” to all students with a declared major in a business degree who are enrolled in one or more specific courses. Revenues from these fees will be used in direct support of Accreditation Council for Business Schools & Programs (ACBSP) accreditation needs including, but not limited to, additional business faculty, course specific needs, and program specific needs. The proposed fee is \$50 per enrolled course in: Accounting, Business, Business Law, Computer Management Info. System, Economics, Entrepreneurship, Finance, Management, and/or Marketing.

Additionally, **LSUA** requests a new “*Course Fee*” to all students enrolled in primary courses in **LSUA**’s new concentration in Aviation Management. Revenues from these new courses being developed for **LSUA**’s new concentration in Aviation Management will offset direct program expenses associated with the flight training school. The proposed fee is \$190 per solo flight hour.

**LSUE** requests to increase the “*Athletic Fee*” that will be assessed to all students excluding high school dual enrollment participants. Revenues generated from this proposed fee increase are intended for plans to add three NJCAA sports: men’s and women’s soccer and men’s basketball. The fee increase will cover the costs of coaching salaries, travel, equipment, and supplies for the three new sports. The proposed fee is \$9/credit hour up to a \$108 max fee increase.

Additionally, **LSUE** requests to increase its “*Student Excellence Fee*” that will be assessed to all students excluding high school dual enrollment participants. Revenue generated from the increase of the student excellence fee will go to academic and student support initiatives for the purpose for enhancing the student experience. The funds will be used for additional instructors to open more class sections and provide supplemental instruction with the intent to increase retention and graduation rates. In addition, the funds will be used for new program development. The proposed fee is \$9/credit hour up to a \$108 max fee increase.

**LSUS** requests to increase its “*Academic Excellence Fee*” that will be assessed to all undergraduate and graduate face-to-face students. Revenues generated from this proposed fee increase are intended to enhance faculty, to offer additional course sections and minimize large class sizes, to enhance instructional coaches, and to ensure that the operation of the instructional facilities meets the needs of the student population. The proposed fee increase is \$6.67/credit hour up to a \$80.04 max fee increase.

**LSU HSCS** requests a new “*Blood Borne Pathogen Insurance Fee*” that will be assessed to all students exposed to human blood borne pathogens in the School of Medicine, Allied Health MPAS, Allied Health DPT, and Allied Health undergraduate programs. Revenues will be used to provide insurance for students in their clinical portion of their academic program to cover costs associated with needlestick/bloodborne pathogen exposure. The proposed annual fee is \$31.



### 3. Fiscal Impact

ATTACHMENT 1 provides the proposed maximum fee increases per semester at each campus as well as the estimated incremental gross and net fee revenue that is projected to be generated by these fee increases annually.

### 4. Description of Competitive Process

N/A

### 5. Review of Legal Documents

Act 293 of the 2017 Legislative Session has been reviewed and all proposed fee increases have been deemed to be in compliance with this legislation.

### 6. Parties of Interest

N/A

### 7. Related Transactions

N/A

### 8. Conflicts of Interest

N/A

## ATTACHMENTS

I. Proposed Fee Increases/Decreases at LSU Campuses for FY 2018-19

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee increase at LSU, LSU Paul M. Hebert Law Center, and the LSU School of Veterinary Medicine; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed removal of the Student Yearbook Fee, the proposed Children's Center Fee decrease, the proposed Student Excellence Fee increase, the proposed Student Activity Fee increase, the proposed Student Government Fee increase, the proposed Business Course Fee, and the proposed Aviation Management Fee at LSU at Alexandria; and,

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

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Academic Excellence Fee increase at LSU in Shreveport; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Blood Borne Pathogen Insurance Fee increase at Louisiana State University Health Shreveport;

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that President of LSU F. King Alexander, or his designee, is hereby authorized to make any adjustments necessary in finalizing and implementing these fee increases within the maximum fee amounts presented and authorized for each campus in this item, in accordance with Act 293 of the 2017 Regular Legislative Session.

ATTACHMENT I  
 PROPOSED FEE INCREASES/DECREASES AT LSU CAMPUSES  
 FY 2018-19

CAMPUS	Name of fee	Proposed Fee Increase (per semester)	Maximum Fee Increment(s)	Percent Increase for Full-Time Resident Undergraduates (total tuition & fees)	Students impacted by proposed fee increase (e.g., all students, undergraduates only)	When the proposed fee increase would first be implemented (i.e., Fall 2017 or Spring 2018)	Estimated gross and net incremental revenues that would be realized by the proposed fee increase	Intended use(s) of the incremental revenues
<b>LSU A&amp;M</b>								
LSU A&M	Student Excellence Fee	\$282/full-time student (from \$575 to \$857)	\$285 per student, per semester	4.95%	All full-time students, excluding GA's who receive a GA tuition exemption	Fall 2018	\$14.5M / \$12.4M	This fee is used to fund both academic colleges and campus-wide support functions for the purpose of enhancing the student experience both in and out of the classroom.
Law Center	Student Excellence Fee	\$282/full-time student (from \$575 to \$857)	\$282 per student, per semester	N/A	All full-time students	Fall 2018	\$297K / \$282K	This fee is used to fund both academic colleges and campus-wide support functions for the purpose of enhancing the student experience both in and out of the classroom.
Vet Med	Student Excellence Fee	\$282/full-time student (from \$575 to \$857)	\$282 per student, per semester	N/A	All full-time students	Fall 2018	\$243K / \$232K	This fee is used to fund both academic colleges and campus-wide support functions for the purpose of enhancing the student experience both in and out of the classroom.
<b>LSUA</b>								
<b>Fee Reductions</b>								
LSUA	Student Yearbook Fee	(\$2)	\$2 per student, per semester	-0.06%	All students	Fall 2018	(\$13,142) / (\$10,370)	LSUA will no longer be publishing a bi-annual yearbook
LSUA	Children's Center Fee	(\$1)	\$1 per student, per semester	-0.03%	All students	Fall 2018	(\$6,623) / (\$6,018)	This was a student assessed fee that was put in place in 1998. Student usage of the Child Care Center has dropped considerably with only a very small fraction of students using the facility. SG put forth a resolution to remove the fee completely and, instead, put those dollars toward the Student Activities Fee and SG Fees.
<b>Fee Increases</b>								
LSUA	Student Excellence Fee	\$6/credit hour (from \$12 to \$18)	\$72 per student, per semester	2.13%	All students <u>except</u> those enrolled in 100% online programs offered in conjunction with Academic Partnerships	Fall 2018	\$348,000	The additional funds generated from this fee increase will be used in direct support of student success initiatives, including, but not limited to, faculty/staff salaries, supplemental instruction, tutoring programs, and retention efforts
LSUA	Student Activity Fee	\$6/student (from \$11 to \$17)	\$6 per student, per semester	0.18%	All students <u>except</u> those enrolled in 100% online programs offered in conjunction with Academic Partnerships	Fall 2018	\$32,000	The additional funds generated from this fee increase are restricted to the Student Activities department to support a vibrant campus-life and associated activities
LSUA	Student Government Fee	\$4/student (from \$10 to \$14)	\$4 per student, per semester	0.12%	All students <u>except</u> those enrolled in 100% online programs offered in conjunction with Academic Partnerships	Fall 2018	\$21,000	The additional funds generated from this fee are restricted to the LSUA Student Government to support student driven initiatives, fund SG staffing, operations/supplies, and student and organization scholarships
<b>New Course Fees (Business Courses)</b>								
LSUA	Accounting, Business Law, Economics, Finance, Marketing, Business, Computer Management Information Systems, Entrepreneurship, and Management)	\$50/enrolled course	\$50 per enrolled course	N/A	Students with a declared major in a business degree who are enrolled in one or more specific course	Fall 2018	\$140,000	Revenue from these fees will be used in direct support of Accreditation Council for Business Schools & Programs (ACBSP) accreditation needs including, but not limited to, additional business faculty, course specific needs, and program specific needs.
<b>New Concentration - Aviation Management</b>								
LSUA	Aviation Management <sup>1</sup>	\$190/solo flight hour	\$3,800 (10-20 flight hours for AVIA 1010) & \$4,750 (25 flight hours for AVIA 1011)	N/A	Students enrolled in flight training school courses	New and yet to be offered	N/A	Revenue from these fees will offset direct program expenses associated with the flight training program.

ATTACHMENT I  
 PROPOSED FEE INCREASES/DECREASES AT LSU CAMPUSES  
 FY 2018-19

CAMPUS	Name of fee	Proposed Fee Increase (per semester)	Maximum Fee Increment(s)	Percent Increase for Full-Time Resident Undergraduates (total tuition & fees)	Students impacted by proposed fee increase (e.g., all students, undergraduates only)	When the proposed fee increase would first be implemented (i.e., Fall 2017 or Spring 2018)	Estimated gross and net incremental revenues that would be realized by the proposed fee increase	Intended use(s) of the incremental revenues
<b>LSUE</b>								
LSUE	Athletic Fee	\$9/credit hour (from \$9 to \$18)	\$108 max fee increase	5.07%	All students	Fall 2018	\$496K / \$471.2K	LSU Eunice added three (3) NCAA sports: men's and women's soccer and men's basketball. The fee increase will cover the costs of coaching salaries, travel, equipment, and supplies for the three new sports for three male teams and three female teams.
LSUE	Student Excellence Fee	\$9/credit hour (from \$9 to \$18)	\$108 max fee increase	5.07%	All students	Fall 2018	\$496K / \$471.2K	Revenue generated from the increase of the student excellence fee will go to academic and student support initiatives for the purpose of enhancing the student experience. The funds will be used for additional instructors to open more class sections and provide supplemental instruction with the intent to increase retention and graduation rates. In addition, the funds will be used for new program development. Important to note is that with these increases, our per credit hour rate will remain under \$200 and is in line with the tuition and fee rates in the LCTCS System.
<b>LSUS</b>								
LSUS	Academic Excellence Fee	\$6.67/credit hour (from \$10 to \$16.67)	\$80.04	2.23%	All face-to-face students	Fall 2018	\$364K	LSUS plans to utilize this revenue to enhance faculty to offer additional course sections and minimize large class sizes, to enhance instructional coaches, and to ensure that the operation of the instructional facilities meets the needs of the student population.
<b>LSU HSCNO</b>								
LSU HSCNO <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>	None <sup>2</sup>
<b>LSU HSCS</b>								
LSU HSCS	Blood Borne Pathogen Insurance Fee (a.k.a Needle-Stick Fee)	\$31 annual fee (from \$0 to \$31)	\$31	0.30%	Students exposed to human blood borne pathogens in the School of Medicine, Allied Health MPAS, Allied Health DPT, and Allied Health undergraduate programs	Fall 2018	\$16,275 / \$14,648	Revenue will be used to provide insurance for students in their clinical portion of their academic program to cover costs associated with needlestick/bloodborne pathogen exposure

**LEGEND**

<sup>1</sup> = LSUA is finalizing plans to begin offering a new concentration in Aviation Management and Flight Training.

<sup>2</sup> = LSUHSC-NO is not requesting any additional fee increases for FY 2018-19 beyond those already presented to, and approved, by the BOS on February 2, 2018 (i.e. Dental, Dental Hygiene, Graduate and Undergraduate Nursing (excluding Doctor of Nursing Practitioner) and Audiology programs).



## Request to Approve Amended Uniform Affiliation Agreement Form

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.10 Non-Academic Affiliation Agreements: Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

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

The Board of Supervisors has recognized many foundations and alumni associations as University "Affiliates." These Affiliates provide critical support to LSU and its programs. Because of the close association of the Affiliates and the University, Uniform Affiliation Agreements were established between the Board of Supervisors and these Affiliates. These agreements outline the general duties and responsibilities of both the University and the Affiliate in these relationships. The Uniform Affiliation Agreement form was last updated in 2009.

A working group with representatives from various university units and affiliates recently reviewed the agreement form and proposed several revisions. One of the primary objectives of these revisions is to establish a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The proposed amended Uniform Affiliation Agreement (Attachment I) includes the addition of an Annual Affiliate Compliance Certificate which would be submitted annually along with the necessary documentation to verify continued compliance with the Uniform Affiliation Agreement. A summary of the substantive changes incorporated in the proposed amended Uniform Affiliation Agreement is included in Attachment II

If approved, LSU Administration will work with Affiliates to execute updated agreements in the new form. A list of current Affiliates is included in Attachment II. There may be additional organizations that meet the criteria for Affiliation, but do not currently have Uniform Affiliation Agreements. These organizations would be brought to the Board of Supervisors at a subsequent meeting for official recognition before a Uniform Affiliation Agreement is executed.

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

Not Applicable.

### **3. Fiscal Impact**

There is no fiscal impact related to the amended Uniform Affiliation Agreement.

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

Not applicable.

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

Not applicable.

**6. Parties of Interest**

LSU and Affiliated Organizations.

**7. Related Transactions**

Not applicable.

**8. Conflicts of Interest**

None.

**ATTACHMENTS**

- I. Amended Uniform Affiliation Agreement Form
- II. Summary of Substantive Changes to the Uniform Affiliation Agreement
- III. List of Current Affiliations with Uniform Affiliation Agreements

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the proposed revisions to the Uniform Affiliation Agreement form. (See attached agreement with revisions.)

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute updated Uniform Affiliation Agreements among Board of Supervisors of LSU and those organizations currently recognized by the Board of Supervisors as Affiliates.

## ATTACHMENT I

### Uniform Affiliation Agreement

This Agreement is made and entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and \_\_\_\_\_("Affiliate").

**WHEREAS**, as stated in La. R.S. 17:3390A, the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

**WHEREAS**, as further stated in La. R.S. 17:3390A, the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

**WHEREAS**, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

**WHEREAS**, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

#### 1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be to \_\_\_\_\_. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall not conflict with the authority of the University. In order to prevent the unnecessary duplication of activities among LSU affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President").
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.

1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

## **2. Governance**

2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390B, Affiliate shall meet the following criteria:

2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.

2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,

2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.

2.2 The President of the University, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). Designation of the President of the University or his designee as a non-voting *ex officio* member of Affiliate's Board and Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390. To promote compliance with Affiliate's policy on conflicts of interest, ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of the University will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.

2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.

2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that *ex officio* members who are "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

## **3. General Duties and Responsibilities of Affiliate**

3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax exempt purpose.

3.2 Support and promote the mission and activities of the University.



- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that affiliates assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate’s fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third-parties and applicable University policies, the Affiliate may be granted the right by LSU to utilize its “licensed marks” on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.

#### **4. General Duties and Responsibilities of University**

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate’s status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate’s books and records to the extent allowed by law;
- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University’s mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University’s sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390B(3) and as otherwise permitted by law.

#### **5. Records, Internal Controls and Funds Management**

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.

- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards.
- 5.3 In connection with annual financial audits, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.
- 5.4 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been (a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the University's Audit Committee in writing.
- 5.5 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

## **6. Certain Disbursements and Other Transactions**

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in Article VII, Section 9B of the Bylaws of University's Board of Supervisors. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall

be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.

## **7. Prohibited Expenditures, Advisory Opinions**

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Audit Committee of the University's Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-paragraph.

## **8. Management Agreements**

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Management Agreements") with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Managing Affiliate," while the affiliate transferring the funds shall be known as the "Managed Affiliate."
- 8.2 Unless otherwise specifically provided for in the Management Agreement, where Affiliate enters into a Management Agreement with an organization that has executed an Affiliation Agreement with University, Affiliate shall have no internal control or audit responsibilities with respect to the Managed Affiliate; provided, however, that Affiliate shall cooperate with the Managed Affiliate's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Management Agreements shall:
  - 8.3.1 Require that the Managing Affiliate comply with all applicable terms and conditions of this Agreement in its capacity as an agent of the Managed Affiliate; and
  - 8.3.2 Require that the funds and transactions of the Managed Affiliate be included in either (a) an annual audit conducted pursuant to section 5.2 or reviewed and reported annually in accordance with other agreed upon procedures approved by University or, (b) if Affiliate is exempt from annual audit requirements pursuant to La. R.S. 17:3390, an exemption certificate and a sworn financial statement are prepared and filed in accordance with La. R.S. 17:3390D(3)(a)-(c).

8.4 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

## **9. Term and Termination**

9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section 9 shall survive any such termination.

9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.

9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event (i) Affiliate commits a material and substantial violation of the terms of this Agreement, (ii) Affiliate fails to cure violations of this Agreement after being provided with at least 30 days notice of such violations, (iii) Affiliate engages in or negligently allows: (a) any substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity, (iv) a transfer of the campus, institution or program supported by Affiliate to another higher education management board should occur, (v) elimination or modification of programs offered by University such that Affiliate is no longer able to achieve its purpose(s), or (vi) the occurrence of any other event or circumstance which, in the sole judgment of the University, constitutes cause.

9.4 Upon termination of this Agreement, Affiliate shall:

9.4.1 Cease to use the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it;

- 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately return to University all public funds which Affiliate holds as a depository pursuant to the provisions of section 5.5;
- 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s);
- 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement; and,
- 9.4.5 Subject to the exceptions provided for in sections 9.4.2 and 9.4.6 of this Agreement and to the extent consistent with the rights of creditors, applicable law and prudent financial management practices relating to unliquidated, contingent and future liabilities, transfer to University or at the University's sole discretion, and subject to applicable law, to another non-profit entity affiliated with University, all private funds and assets to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's purposes and applicable law. This sub-paragraph shall not prejudice any properly approved, valid, and enforceable financing agreements executed by Affiliate.
- 9.4.6 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board or affiliated nonprofit organization ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 – 9.4.3 of this Agreement, Affiliate may convey to the Transferee Institution all private funds (other than managed funds) and other assets to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's purposes and applicable law. In the event that funds and assets are conveyed to a Transferee Institution pursuant to the terms of this Section 9.4.6, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate, Affiliate's actions or inactions (whether past, present or future) and conveyance of Affiliate's assets to the Transferee Institution.

## **10. Notices, Entire Agreement, Venue**

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.

10.2 This Agreement, including Exhibits A, B, and C to this Agreement, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.

10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.

10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

**THUS DONE AND SIGNED** this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the undersigned duly authorized representatives.

For Affiliate:

For University:

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

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

Name:

Name:

Title:

Title:

**EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT**  
**ANNUAL AFFILIATE COMPLIANCE CERTIFICATE**

October 31, 20\_\_\_\_

LSU Board of Supervisors

Attn: \_\_\_\_\_

Baton Rouge, Louisiana

Re: \_\_\_\_\_ (“Organization”)

Annual Compliance Certificate

Dear Sirs:

As the Chief Executive Officer of \_\_\_\_\_, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending \_\_\_\_\_, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated \_\_\_\_\_;

**OR**

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization’s exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated \_\_\_\_\_;

2. The Organization’s annual tax return for the \_\_\_\_ tax year was completed and filed with IRS on \_\_\_\_\_ and a copy was delivered to your office by letter dated \_\_\_\_\_;

**OR IF APPLICABLE**

The Organization has requested an extension through \_\_\_\_\_ within which to file its annual tax return for the \_\_\_\_\_ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule “1”;

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections \_\_\_\_\_ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax exempt status;
9. A preliminary list showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. During the previous fiscal year, (i) the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$\_\_\_\_\_, and (ii) the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered "in-kind" reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$\_\_\_\_\_;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year; and,
13. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of



Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement.

Sincerely,

---

Name:

Title:

**Schedule 1 to Annual Affiliate Compliance Certificate**  
**List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities**

**Name of Entity**                      **Type of Entity and Purpose**

**Schedule 2 to Annual Affiliate Compliance Certificate**  
**List of "Managed Organizations"**

**Name of Entity**                      **Type of Entity and Purpose**

**Schedule 3 to Annual Affiliate Compliance Certificate**  
**List of "Affiliate's Officers and Directors"**

**Schedule 4 to Annual Affiliate Compliance Certificate**  
**List of Housing, Personnel, and Other Support Provided to Affiliate by University**

**EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT**  
**TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE**

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:

A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;

B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;

C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;

D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;

E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;

F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,

G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice, which notice period may be waived by the LSU Executive Vice President, to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or

(ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:

A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.

3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

**EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT**  
**PROHIBITED EXPENDITURES**

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.<sup>1</sup>

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:

- A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
- B. For any fines, penalties, or forfeitures of a University employee;
- C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
- D. For political contributions, including payments to political action committees;
- E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
- F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
- G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;

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<sup>1</sup> The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.

I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

## **Attachment II**

### **Summary of Key Changes**

#### **General Changes**

##### ***Exhibit A – Annual Compliance Certificate***

To assist in monitoring compliance with UAA requirements, and to assist Affiliates in verifying compliance with their own corporate and operating requirements, Affiliates will submit an Annual Compliance Certificate with certain items of information and verifying certain matters, such as:

- information used to verify that Affiliates have provided reimbursement for the value of any personnel, housing, or services provided by the University (as currently required by the UAA);
- annual financial audits or sworn financial statements as required by 17:3390, and annual tax returns have been prepared and delivered to the University and other parties as required by law;
- Affiliates have undertaken necessary filings to maintain their corporate and tax exempt status;
- required policies have been maintained and enforced;
- Affiliate provided a copy of the UAA to its independent auditor for use in evaluation of internal controls and in connection with transactions reviewed by the auditors;
- to the best of its knowledge, the Affiliate is in compliance with the UAA; and,
- a current list of any subsidiary or other related organizations will be provided to the University.

##### ***Exhibit B – Transactions Requiring a Determination of Appropriate University Purpose, and Exhibit C – Prohibited Transactions***

Provisions relating to these matters were in some cases difficult to interpret and were embedded in various sections of the current UAA, making them difficult for staff to locate and utilize as the need arose in the ordinary course of an Affiliate’s work. With these considerations in mind, provisions relating to these matters were removed from the body of the UAA, simplified (where possible) and incorporated into Exhibits B and C.

##### ***Shared Responsibility for Compliance in Connection with University Requested Expenditures***

With respect to expenditures and reimbursements submitted to Affiliates by University employees, new language in 7.1 and Section 1 of Exhibit C provides that University employees submitting requests and Affiliates processing requests will share responsibility for compliance by permitting Affiliates to reasonably rely on implied representations from University employees that requested reimbursements and expenditures comply with applicable University policies and the terms of the UAA, except when, for example: (a) an affiliate has knowledge of facts indicating that representations in the request are not accurate such as where the request on its face does not comply with the UAA, or (b) necessary documentation has not been submitted to support the request, or (c) submitted documentation is inconsistent or otherwise inaccurate.

##### ***Simplified Point of Contact***

The existing UAA included several points of contact and in many cases simply designated the “University” or the “President” as the points of contact. Except in the case of audit findings which have not been addressed within 90 days (which would continue to be reported to the LSU Audit Committee), LSU’s Executive Vice President and CFO is designated to receive deliverables, notices, etc.

## **Changes by Sections**

### ***Article 1 - Purpose and Status***

The primary changes to this Article are found in 1.1:

- A specific statement as to each Affiliate's purpose(s) is now required. This change is intended to assist in evaluating whether proposed or newly-formed nonprofit organizations seeking affiliation with the University are needed by making it easier to determine whether proposed new affiliates (a) perform services provided by existing affiliates, or (b) perform services for the benefit of specific programs or institutions that are not served by existing affiliates.
- Reference to 501(c)(3) organizations has been eliminated to accommodate other types of 501(c) organizations.

### ***Article 2 - Governance***

Language was added in section 2.2 to strengthen arguments that permitting the President of LSU (in his/her capacity as an ex-officio board member) access to Affiliate books and records does not operate as a waiver of the public records exception granted to affiliated organizations in La. R.S. 17:3390.

### ***Article 3 - Affiliate General Duties and Responsibilities***

The requirement for Affiliates to adopt and enforce policies on conflicts of interest has been simplified and moved from Section 6 of the current UAA (Disbursements and other transactions) to the new Section 3.3.

Section 3.4 of the current UAA dealt with information required by the University to verify compliance with the requirement of 17:3390(B) that Affiliates reimburse the University, either in cash or in kind, for the value of personnel, housing, and other services provided. These requirements were simplified and incorporated into new Exhibit A: Annual Compliance Certificate, which Affiliates will within 120 days following the end of their fiscal year.

The last subsection of section 3 of the proposed UAA permits the University to grant Affiliates the right to utilize LSU marks on a royalty free basis. The use of University indicia was not addressed in the current UAA.

### ***Article 4 - University General Duties and Responsibilities***

General duties and responsibilities are simplified and restated.

### ***Article 5 - Records, Internal Controls, and Funds Management***

The concept of "best practices for similar nonprofit organizations" has been incorporated into the expectation for Affiliates' policies and procedures. The use of this concept has several advantages for both Affiliates and the University, including: (a) this concept recognizes the fact that there may be significant differences among affiliated organizations (including size, purpose, operations, etc.) and thus there may be a need for differences in policies and procedures among affiliates; and (b) because "best practices" change over time, the use of this standard encourages Affiliates to monitor changes in best practices for similar organizations and update their policies and procedures as necessary.

The new Section 5.3 (with corollary language in 8.4) ensures that Affiliates are providing the Uniform Affiliation Agreement and access to all documents and information relevant to the Agreement to its auditors for use in evaluation of internal controls and in connection with transactions reviewed by the auditors.

### ***Article 6 - Certain Disbursements and Other Transactions***



To assist Affiliates in their efforts to comply with UAA requirements, provisions relating to transactions requiring University approval were simplified (where possible) and transferred to Exhibit B.

***Article 7 - Prohibited Expenditures; Advisory Opinions***

To assist Affiliates in their efforts to comply with UAA requirements, provisions relating to prohibited transactions were simplified (where possible) and transferred to Exhibit C.

***Article 8 – Managed Agreements***

Primary revisions in this area involved updates required in light of amendments made to La. R.S. 17:3390 that permit affiliates with annual revenues of less than \$75,000 to submit a sworn financial statement in lieu of an annual audit.

***Article 9 – Term and Termination***

Under the new agreement the University may only terminate with cause; however, the definition of “cause” has been expanded to include: a transfer of the campus, institution or program supported by Affiliate to another higher education management board; elimination or modification of programs offered by University such that Affiliate is no longer able to achieve its purpose(s); and, any other event or circumstance which, in the University’s sole discretion, may constitute cause.

Proposed changes to this Article also include revisions intended to satisfy concerns about the how funds held by an Affiliate would be handled in the event that a campus is transferred to another higher education management board.

***Article 10 - Miscellaneous***

No substantial changes.

### **Attachment III**

#### List of Current Affiliates with Uniform Affiliation Agreements

- LSU Alumni Association
- LSU at Alexandria Foundation
- LSU at Eunice Foundation
- LSU Foundation
- LSU Real Estate and Facilities Foundation
- LSU Health Foundation, New Orleans
- LSU HSC Foundation in Shreveport
- LSU in Shreveport Foundation
- LSU School of Medicine – New Orleans Alumni Association, Inc.
- LSU Healthcare Network
- LSU Shreveport Alumni Association
- LSU Research and Technology Foundation
- Medical Center of LA Foundation
- Pennington Biomedical Research Foundation
- Pennington Medical Foundation
- Tiger Athletic Foundation
- University Medical Center Foundation



**Recommendation to Approve a Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for FY 2019**

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

**Date: June 29, 2018**

This is a significant board matter pursuant to Bylaws Article VII, Section 9:

A.1 Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses or divisions.

A.8.ii Any contract or series of related contracts that is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements.

**1. Summary of Matter**

A Cooperative Endeavor Agreement (CEA) between the LSU Research and Technology Foundation (RTF) and the LSU Board of Supervisors (Board) on Behalf of its Research Campuses to provide services to the LSU Research Campuses was originally approved by the Board with an effective date of July 1, 2014 with a term of three years. A new CEA was approved by the Board in June, 2017 for FY 2018, for which an amendment was approved at the May 2018 Board meeting.

The budgeted amount in the proposed FY 2019 CEA reflects the anticipated actual cost of the services to be rendered by the RTF and is a \$984,500 decrease from the amended FY 2018 budget. The decrease is a result of a change in the requested services from the AgCenter, LSUHSC-S and LSUHSC-NO which eliminates the need to include them as parties to the CEA. the remaining Research Campuses will fund the CEA through their budgets for operations of technology transfer for the services RTF which are requested by the campuses and the Office of the President will fund its portion from technology transfer revenues.

The RTF will continue to provide administrative services to the University Administration under the CEA in FY 2019. There are many services that the RTF provides in support of the University's technology transfer function including legal and administrative oversight of the LSU intellectual property agreements, development of Standard Operating Procedures, management of equity held by LSU in private companies, maintaining and funding research and operational bases, maintaining records, managing the LIFT Grant program, managing the RE-LIFT Grant program and preparing metric reports.

Due to the changing role of RTF in assisting with the University’s technology transfer activities under this proposed CEA, a number of working groups comprised of representatives from the university administration, Research Campuses, and RTF will be appointed by President Alexander during summer 2018 to evaluate the future role and scope of the RTF after FY 2019. The working groups will address the overall roles and responsibilities of the President’s Office, Research Campuses, and RTF regarding the University’s technology transfer function; the future role, organizational location, and funding of current RTF operations (including LIFT, intellectual property administration, metrics, and legal contract management/oversight) and programmatic functions; the future use and operations of the Louisiana Emerging Technology Center (LETC) facility; and the scope and nature of the future relationship between the University and RTF, including accountability and oversight for RTF operations going forward. The working groups will develop recommendations addressing each of these areas for consideration by the Board by Spring 2019.

**2. Review of Business Plan**

The technology transfer offices of the Research Campuses have discussed and accepted the budgetary needs of the CEA.

**3. Fiscal Impact**

The budget breakdown is as follows:

	<b>FY 2018 Budget*</b>	<b>FY 2019 Budget</b>	<b>Change in Budget</b>
LSU (Office of the President)	\$310,000	\$310,000	\$-
LSU A&M	\$287,000	\$281,000	\$(6,000)
Ag Center	\$401,500	\$-	\$(401,500)
Pennington	\$90,000	\$90,000	\$-
HSC-NO	\$45,000	\$-	\$(45,000)
HSC-S	\$154,000	\$-	\$(154,000)
LSU-S	\$3,000	\$5,000	\$2,000
Add. Service	\$400,000	\$100,000	\$(300,000)
LIFT <sup>2</sup>	\$80,000	\$-	\$(80,000)
<b>TOTAL</b>	<b>\$1,770,500</b>	<b>\$786,000</b>	<b>\$(984,500)</b>

\*This is the budget established in the amended CEA approved by the Board in May 2018.

**4. Description of Competitive Process**

Not Applicable.

**5. Review of Documents Related to Referenced Matter**

The proposed CEA has been reviewed and approved by campus legal and administrative staff.

**6. Parties of Interest**

Not Applicable.

**7. Related Transactions**

Not Applicable

**8. Conflicts of Interest**

None.

**ATTACHMENTS**

Attachment I. Proposed Cooperative Endeavor Agreement

**RECOMMENDATION:**

The Staff recommends the Board consider and approve the resolution(s) set forth below.

**RESOLUTION:**

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes its President, F. King Alexander, or his designee to execute the Cooperative Endeavor Agreement with the LSU Research and Technology Foundation (RTF) dated July 1, 2018 and any related documents and to make any changes that he deems to be in the best interest of the University; and,

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby directs its President, F. King Alexander and the University administration to work collaboratively with the University’s Research Campuses and RTF during FY 2019 to evaluate and make recommendations on the future role and scope of the RTF after FY 2019, including the overall roles and responsibilities of the President’s Office, Research Campuses, and RTF regarding the University’s technology transfer function; the future role, organizational location, and funding of current RTF operations and programmatic functions; the future use and operations of the Louisiana Emerging Technology Center (LETC) facility; and the scope and nature of the future relationship between the University and RTF, including accountability and oversight for RTF operations going forward.

**EXECUTION VERSION**

**ATTACHMENT I**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND AMONG**

**LSU RESEARCH AND TECHNOLOGY FOUNDATION**

**AND**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE,  
which includes the following research campuses,  
Louisiana State University and Agricultural and Mechanical College, Louisiana State  
University Shreveport and  
Pennington Biomedical Research Center,**

**DATED AS OF July 1, 2018**

## COOPERATIVE ENDEAVOR AGREEMENT

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is made and entered into this 1st day of July, 2018 (the “**Effective Date**”), by and between LSU Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**RTF**”), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, its duly authorized undersigned President (hereinafter referred to as “**LSU**”), which includes the following research campuses, Louisiana State University and Agricultural and Mechanical College (“**LSU A&M**”), Louisiana State University Shreveport (“**LSU-S**”) and Pennington Biomedical Research Center (“**Pennington**”), (each an “**LSU Research Campus**” and collectively, the “**LSU Research Campuses**”). The RTF and LSU are each referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

### RECITALS

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

**WHEREAS**, in 2002, the RTF was organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and, since inception, has been affiliated with LSU as defined in La. R.S. 17:3390, with a principal purpose of supporting the programs, facilities and research and educational opportunities offered by LSU;

**WHEREAS**, in furtherance of this principal purpose, the RTF is authorized, among other things, to coordinate and manage the development, transfer, protection and maintenance of intellectual property and other intangible property and rights for, to or in the marketplace from research and technology derived from (a) LSU and other research institutions and facilities in Louisiana (the “**Research Entities**”) and (b) start up research, technology, life sciences and digital media businesses emanating from the Research Entities (the “**Start Up Businesses**”);

**WHEREAS**, in December 2012, an LSU Transition Advisory Team (“**LSU TAT**”) was formed and tasked with making recommendations in support of LSU2015, “a strategic effort [to] implement[] organizational and operational changes [to] collectively better position all Louisiana State University campuses to thrive in the rapidly changing environment of higher education;”

**WHEREAS**, in July 2013, the LSU TAT issued its final report to LSU (the “**TAT Final Report**”) identifying technology transfer as a key component of LSU2015 and suggesting development of “a new service model incorporating the best of technology transfer at the campus level and the best of a research foundation model designed to proactively and efficiently deliver the technical administrative services and commercialization support vital to building a top tier commercialization and technology transfer system;”



**WHEREAS**, in response to, and as recommended in, the TAT Final Report, F. King Alexander, the President and Chancellor of LSU, formed a President’s Committee on Technology Transfer (“**PCTT**”) that was charged to, among other things, “[d]evelop strategies to more closely integrate technology transfer activities through collaboration between the [RTF] and [the LSU Research Campuses];”

**WHEREAS**, on December 20, 2013, the PCTT issued a report titled “A New Approach to Technology Transfer at LSU: Partnerships for Progress in Leveraging Innovation,” recommending, among other things, (a) establishment of “a new, shared-services partnership with the [RTF] for centralized administrative support functions, allowing each [LSU Research Campus] the ability to maintain and enhance its individual technology transfer operations;” (b) preparation of “a one year [agreement] between the RTF and each [LSU Research Campus]” pursuant to which “expenses for these centralized services will be shared according to a formula based upon each [LSU Research Campus]’ relative proportion of LSU’s total annual research expenditures;” and (c) “[a]fter the first year of operation,” an expected allocation in the agreement that will be adjusted based upon the actual accrued expenditures of each LSU Research Campus and other factors;

**WHEREAS**, the RTF and LSU, including each of its LSU Research Campuses, previously entered a CEA for a shared-services partnership on June 1, 2014, with this agreement being an extension of that agreement; and

**WHEREAS**, the RTF and LSU, including each of its LSU Research Campuses, are each willing and desires to enter such a shared-services partnership and this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Introduction**

The Recitals set forth hereinabove are incorporated herein in their entirety.

For purposes of this Agreement, “**LSU Intellectual Property**” means “LSU Intellectual Property” as defined in Chapter VII of the LSU Regulations, which includes any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark or Other LSU Intellectual Property as also defined therein, but excluding those trademarks governed and/or licensed by the LSU Trademark Licensing program that protects, promotes and supports the use of the LSU name and trademarks on products in the marketplace.

#### **A. LSU and its Research Campuses**

1. Autonomy. Notwithstanding any provision to the contrary contained herein, the RTF shall have no decision-making authority about the LSU Research Campuses’ technology transfer operations and activities.

2. Reserved Powers and Responsibilities. Each LSU Research Campus shall maintain, control and staff its own independent technology transfer office (each an “**LSU Research Campus Technology Transfer Office**”) and shall have responsibility for (and the RTF shall have no responsibility for or authority concerning) the following in connection therewith:

- (a) Subject to all applicable LSU Bylaws, Regulations, and policies, preparing an annual operating and capital budget for its LSU Research Campus Technology Transfer Office;
- (b) Establishing policies and procedures for, and identifying employees or positions responsible for, the management of the LSU Intellectual Property developed by its faculty;
- (c) Monitoring and ensuring compliance with all procedures and obligations under the Bayh-Dole Act (PL-517) or other applicable laws, regulations, agreements or contracts with respect to the management of the LSU Intellectual Property developed by its faculty;
- (d) Developing, and providing to the RTF Designated Representative (as defined in Subsection B(3) of this Agreement), a normal operating protocol setting forth the assistance that it anticipates requesting in accordance with Subsection (B)(1)(a) of this Agreement, although the Parties acknowledge that each LSU Research Campus may deviate from its normal operating protocol as necessary; and

3. LSU Designated Representative; Monitoring Plan. For purposes of this Agreement, LSU designates LSU’s President and Chancellor or his or her designee or such other individual as may in the future be identified by LSU by written notice provided to the RTF in the manner provided for in Subsection S(3) of this Agreement to act on behalf of LSU (the “**LSU Designated Representative**”). The LSU Designated Representative will monitor compliance with the terms of this Agreement and, in connection therewith, will review each written report provided by the RTF to the LSU Designated Representative in accordance with Subsection B(1)(g)(ii) of this Agreement.

## **B. The RTF**

1. Services. Subject to and in accordance with the terms and conditions set forth herein, the RTF will offer or provide the following technology transfer administrative support functions (the “**Services**”) to each of the LSU Research Campuses:

- (a) Intellectual Property.

(i) Written Request Required. *Only on written request of the applicable LSU Research Campus Technology Transfer Office specifically identifying the relevant LSU Intellectual Property and the assistance requested*, the RTF, and/or legal advisors or other external advisors retained by the RTF, will assist the applicable LSU Research Campus Technology Transfer Office with one or more of the following:

A. In compliance with all applicable laws, retention of intellectual property counsel (with input from the applicable LSU Research Campus Technology Transfer Office), including independent intellectual property counsel (“**Independent IP Counsel**”) to evaluate and, if requested by the applicable LSU Research Campus Technology Transfer Office, obtain protection for the LSU Intellectual Property, including preparing and filing any necessary patent or copyright application(s) or registrations concerning any LSU Intellectual Property;

B. Assisting LSU Research Campus Technology Transfer Offices with identifying and/or evaluating potential licensees of the LSU Intellectual Property;

C. Assisting LSU Research Campus Technology Transfer Offices with preparation of and/or evaluation for any licensing agreements concerning the LSU Intellectual Property;

D. Ensuring that any licensees meet their obligations under any licensing agreements executed about the LSU Intellectual Property, including working in conjunction with the relevant LSU Research Campus’ collections department to ensure payment of licensing fees due thereunder, and otherwise monitoring such agreements; and

E. Preparing and negotiating any other agreements, including sponsored-research agreements, related to the LSU Intellectual Property.

F. Maintaining patent maintenance/annuity database including all domestic US patents and all foreign patent records and reporting such pending maintenance/annuity fees to the respective LSU Research Campus for their payment/abandonment instructions.

(ii) Legal Advisors. Should the RTF retain a legal advisor(s), including Independent IP Counsel, to provide any of the Services contemplated by this Subsection B(1)(a) to any LSU Research Campus Technology Transfer Office, the legal advisor(s), RTF and LSU, including the applicable Research Campus, will enter into a common interest or other agreement setting forth the terms of the legal relationship by and among each, including the privileges applicable to the exchange or disclosure of information pursuant thereto. The selection of the legal advisor(s) shall be approved by the LSU Research Campus Technology Transfer Office.

(b) Database. Each LSU Research Campus Technology Transfer Office currently shares, and inputs information concerning its technology transfer operations and activities into a database selected by the Research Campuses. On and after the Effective Date, the RTF will:

(i) Maintain the Technology Transfer Database;

(ii) The RTF Intellectual Property Administrator and support staff shall assist with database training and/or database issues, assist with data input, including but not

limited to legal service/expense charges and the intellectual property information contained on each Disclosure Form (as defined in Subsection A(2)(e) of this Agreement), monitor and manage the Technology Transfer Database for the LSU Research Campuses; and

(iii) Upon specific request and as mutually agreed upon in writing by and between the RTF and the applicable LSU Research Campus, provide any LSU Research Campus Technology Transfer Office with reports or other information concerning the data contained in the Database.

(c) Patent Database. The RTF will maintain a patent maintenance/annuity database including all domestic US patents and all foreign patent records and reporting such pending maintenance/annuity fees to the respective LSU Research Campus for their payment/abandonment instructions.

(d) Marketing. At the request of the appropriate LSU Research Campus Technology Transfer Office, the RTF will market to, and recruit, potential partners to invest in or commercialize any LSU Intellectual Property that is available for licensing by third parties.

(e) Training and Resources. The RTF will provide training and resources to the LSU Research Campuses related to technology transfer as mutually agreed upon in writing by and between the RTF and each LSU Research Campus.

(f) iEdison. The RTF will provide assistance to LSU Research Campuses to meet iEdison compliance requirements.

(g) LIFT<sup>2</sup> grants. The RTF will coordinate the budget for each year with the Office of the President the LIFT<sup>2</sup> grants. The RTF will prepare and issue a RFP to the LSU Research Campuses up to 2 times each year requesting applications from LSU Researchers. The RTF will review and/or contract with a third party to review all LIFT<sup>2</sup> grant applications and make awards to the LSU researchers. The RTF will prepare the LIFT<sup>2</sup> contracts for execution. The RTF will monitor the LIFT<sup>2</sup> contracts for performance and provide regular reports to the Office of the President.

(h) Reporting. Through and including the date on which this Agreement terminates, the RTF will provide the following reports hereunder:

(i) On the 15<sup>th</sup> of each month, the RTF will provide an interim report of the preceding month(s) to all LSU Research Campuses with an overview of all metrics concerning technology transfer in the Technology Transfer database concerning the LSU Research Campuses as mutually agreed upon in writing by and among the RTF, LSU and each LSU Research Campus;

(ii) On the 30<sup>th</sup> of each month, the RTF will finalize and issue to LSU Research Campuses all metrics for the preceding month(s); and

(iii) On or before each six-month anniversary of the Effective Date of this Agreement, the RTF will prepare a written report concerning the use of funds the RTF receives hereunder as well as the specific goals and objectives for the use of such funds and forward this written report to the LSU Designated Representative.

(iv) Upon request of the Office of the President, the RTF shall prepare an annual report to the LSU Board of Supervisors giving an overview of the technology transfer activity and LIFT<sup>2</sup> grants.

2. Changed Services. The Services to be provided after the Effective Date may be reduced, additional services may be provided, and other changes to, or clarification of, the Services may be made by the RTF or LSU or the LSU Research Campuses according to the following procedures. If material reductions in, additions to, other changes to, or clarifications of the Services are required or desired by the RTF or LSU or the LSU Research Campuses (the “**Changed Services**”), the Party proposing the Changed Services shall prepare and deliver to the other Party a written statement describing the proposed Changed Services, the reason therefor, and the anticipated change in cost resulting therefrom (the “**Written Statement**”). Implementation of the Changed Services shall require the written consent of the other Party to the Written Statement. If written consent of the other Party is obtained, the Written Statement shall constitute an amendment to this Agreement, shall be effective on the date of said consent unless a different effective date is stated therein and shall be subject to all of the terms and conditions of this Agreement except those which the Written Statement expressly supersedes. The Written Statement shall be submitted to the Office of Sponsored Programs for the campus for approval. The RTF or LSU or the LSU Research Campuses may propose immaterial Changed Services verbally or in writing; however, implementation of any such services shall require the written consent of the other Party.

3. RTF Designated Representative. For purposes of this Agreement, the RTF designates its Chief Executive Officer or his or her designee or such other individual as may in the future be identified by the RTF by written notice provided to LSU in the manner provided for in Subsection S(3) of this Agreement to act on behalf of the RTF (the “**RTF Designated Representative**”).

### C. Financial Terms

In consideration of the Services the RTF provides hereunder, the RTF will receive the annual fee (the “**Annual Fee**”) and other than the Annual Fee any additional reimbursements provided for in this Section. The RTF acknowledges that it is not entitled to any another payment from either LSU or any of the LSU Research Campuses pursuant to this Agreement. The RTF may seek funding from other sources to cover any other costs it incurs in providing the Services provided such funding does not violate applicable law or the terms and conditions of the RTF’s organizational documents.

1. Annual Fee Timing. The Annual Fee is payable to the RTF in either annual, semi-annual, quarterly or monthly installments which will be agreed upon by the Parties.

(a) Annual Fee (FY 2019). The Annual Fee is Seven Hundred Eighty-Six Thousand (\$786,000) Dollars and is payable by LSU and each LSU Research Campus as follows:

<b>LSU</b>	\$310,000
<b>LSU A&amp;M</b>	\$281,000
<b>Pennington</b>	\$90,000
<b>LSU-S</b>	\$5,000
<b>Additional Services</b>	\$100,000
<b>TOTAL</b>	\$786,000

(b) Extraordinary or Additional Services. The Parties agree that if additional services are required that exceed what was anticipated by the Parties or there is an extraordinary event that occurs which increases the anticipated budget of any LSU Research Campus budget, that budget may be increased by written agreement between a LSU Research Campus and the RTF. The total annual increases approved in this manner shall not exceed One Hundred Thousand (\$100,000) Dollars per LSU Research Campus. If the total amount of Services requested exceed the budget established in paragraph (a) of this section, then an amendment of this agreement shall be needed.

(c) The Annual Fee paid by individual research campuses for services requested under Section B of this agreement established under this Section shall include all attorney fees, filing fees and prosecution costs associated with any patent application filed or pending in the United States, including without limitation provisional applications, those applications originally filed as a PCT application, original United States applications, divisionals applications and continuation applications as well as continuing examinations, reexaminations and appeals. Any expenses or fees related to national stage filings (other than those made in the US as detailed above), expense and fees that exceed the base budget established by each campus, US 3.5, 7.5 and 11.5 year maintenance fees and/or litigation expenses incurred by the RTF shall be considered extraordinary expenses under section C(1)(d) and billed to the research campus incurring such expenses. The RTF will provide to the LSU Research Campuses all invoices for attorney fees, filing fees and prosecution costs for their approval prior to payment and the RTF will pay all fees and cost detailed in this section within 30 days upon receiving approval from the LSU Research Campus.

2. Payment Terms. On and after the Effective Date of this Agreement, the RTF will invoice each LSU Research Campus for its respective share of the Annual Fee ten (10) days prior to the due date established by the Parties, and each LSU Research Campus will pay the RTF its respective share of the Annual Fee by the day it is due.

**D. Additional RTF Support**

In addition to the Services described in Section B of this Agreement, the RTF will offer and provide additional technology transfer administrative support functions to each of the LSU Research Campuses (the “**Additional RTF Support**”) pursuant to this Agreement. The RTF will not receive consideration of any kind from the LSU Research Campuses, and will not use the Annual Fee, to pay for providing of this Additional RTF Support. Specifically, the RTF will:

1. Provide RTF an Intellectual Property Administrator (as defined in Subsection B(1)(b) of this Agreement) with office space, equipment and supplies;
2. Provide RTF with administrative support staff;
3. Reimburse RTF staff for their travel and communication expenses;
4. *Only on written request of the applicable LSU Research Campus Technology Transfer Office*, assist researchers form entrepreneurial organizations based on LSU Intellectual Property;
5. Advise LSU Research Campuses on obtaining additional funding and available tax credits in support of commercializing LSU Intellectual Property; and
6. Provide information to the LSU Research Campuses regarding best practices regarding technology transfer.

#### **E. Expenses**

Each Party shall be responsible for its own legal, consulting and other expenses incurred in connection with negotiation of this Agreement unless the Parties otherwise agree in writing to share specific expenses between them.

#### **F. Indemnity**

1. Indemnity Obligations of the RTF. The RTF agrees to protect, defend, indemnify, save, and hold harmless, LSU and the LSU Research Campuses and their board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of the RTF, its agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by LSU or the LSU Research Campuses as a result of any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of LSU and the LSU Research Campuses or their officers, agents, servants, employees and/or volunteers. The RTF agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

2. Indemnity Obligations of LSU. LSU and the LSU Research Campuses agree to protect, defend, indemnify, save, and hold harmless, the RTF and its board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of LSU or the LSU Research Campuses or their agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the RTF as a result of

any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the RTF, its officers, agents, servants, employees and/or volunteers. LSU and the LSU Research Campuses agree to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agree to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. However, the Parties further agree that the costs and expenses incurred by LSU and the LSU Research Campuses in fulfilling their defense and indemnity obligations hereunder shall be limited to proceeds from the Office of Risk Management or other applicable LSU insurance plan which are available for this purpose.

**G. Non-Assignability**

The Parties shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Parties; provided, however, the RTF may freely assign to its bank, trust company, or other financial institution any money due or to become due from approved agreements. However, notice of such assignment or transfer shall be furnished promptly to LSU, the LSU Research Campuses and LSU's Vice President for Finance & Administration/Chief Financial Officer.

**H. Binding Effect**

Except as otherwise provided herein, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, legatees, executors, administrators and legal representatives.



**I. Audit and Auditors**

The Parties hereby agree that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, as well as the internal auditors of LSU acting directly or through contracted auditors shall have the option of auditing all records and accounts of the RTF that relate to this Agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this Agreement.

**J. Record Retention**

RTF agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three (3) years after final payment hereunder, or as required by applicable Federal law if Federal funds are used to fund this Agreement.

**K. Ownership**

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

**L. Term**

This Agreement shall begin on the Effective Date, July 1, 2018 and shall terminate on June 30, 2019. The termination date may be extended by written amendment to this Agreement, which must be signed by each of the Parties after obtaining any necessary approvals.

**M. Termination**

LSU may terminate this Agreement at any time by giving thirty (30) days written notice to the RTF. The RTF shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**N. Fiscal Funding**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature as determined by LSU in its sole discretion. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from

exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated unless terminated earlier as otherwise provided in this Agreement.

**O. Discrimination Clause**

1. Applicable Non-Discrimination Acts. The Parties agree 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 the Americans with Disabilities Act of 1990.

2. Non-Discrimination Policy. The Parties agree not to discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability.

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

**P. Independent Contractors**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The RTF shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement.

**Q. Tax Liability**

The RTF hereby agrees that the responsibility for payment of taxes due, if any, in connection with the funds received under this Agreement shall be the obligation of the RTF.

**R. Agreement Approval**

This Agreement, as well as any amendments hereto, shall not be effective until it has been approved and signed by all Parties and until it has been approved by the Director of the Office of Contractual Review or the Commissioner of Administration.

**S. General Provisions**

1. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law,

but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

2. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. The 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana, shall be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding by and among the Parties in connection with, or by reason of, this Agreement.

3. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly provided upon delivery, if by hand; on the guaranteed delivery date, if by reputable overnight courier; or upon confirmation of successful transmission if by email. Notices must be addressed to the addressee, or the person then-holding the office of the addressee, at the following addresses or to such other person or address as a Party may give notice to the other Parties:

If to RTF:                   LSU Research and Technology Foundation  
340 East Parker Boulevard  
Baton Rouge, LA 70803  
Attention: Arthur R. Cooper, Chief Executive Officer  
Email: [arthur@lsurtf.com](mailto:arthur@lsurtf.com)

with a copy to:           Kantrow, Spaht, Weaver & Blitzer (APLC)  
City Plaza, Suite 300  
445 North Boulevard  
Baton Rouge, LA 70802  
Attention: W. Scott Keaty, Esq.  
Email: [scott@kswb.com](mailto:scott@kswb.com)

If to LSUA&M               Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Attention: F. King Alexander, President  
Email: [alexander@lsu.edu](mailto:alexander@lsu.edu)

with a copy to:           Taylor, Porter, Brooks & Phillips LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801

Attention: John P. Murrill, Esq.  
Email: [john.murrill@taylorporter.com](mailto:john.murrill@taylorporter.com)

If to LSU ITC: Louisiana State University and  
Agricultural and Mechanical College  
206 Louisiana Emerging Technology Center  
340 East Parker Boulevard  
Baton Rouge, LA 70808  
Attention: Andrew J. Maas, M.S., J.D., LL.M.  
Assistant Vice President for Intellectual Property and  
Commercialization  
Director, Office of Intellectual Property,  
Commercialization & Development  
Email: [andrewm@lsu.edu](mailto:andrewm@lsu.edu)

If to Pennington: Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, LA 70808  
Attention: Leslie M. Smith, M.S., J.D.  
Director of Office of Intellectual Property and Technology  
Transfer  
Office of Intellectual Property & Technology Transfer  
Email: [Leslie.Smith@pbrc.edu](mailto:Leslie.Smith@pbrc.edu)

If to LSU  
Shreveport: Louisiana State University Shreveport  
1 University Place  
Shreveport, LA 71115  
Attention: Amanda Lewis  
Email: [Amanda.Lewis@lsus.edu](mailto:Amanda.Lewis@lsus.edu)

4. Entire Agreement; Supercedure. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supercedes any and all prior contracts, agreements and understandings between the Parties, whether written or oral, concerning the subject matter hereof and is a complete statement of the terms thereof.

5. Amendments. The Parties agree that any amendment to this Agreement must be in writing and executed by all Parties and the Office of Sponsored Programs or designated official for each campus.

6. Construction. The Parties and/or their respective counsel have participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted together by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the

Parties by virtue of the authorship of any of the provisions of this Agreement. In entering this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

9. Further Assurances. From time to time hereafter, each Party shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other Parties may reasonably request, for the purpose of fulfilling its obligations hereunder.

10. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, board member, officer, agent or employee of any Party hereto in his individual capacity, and those persons executing this Agreement on behalf of a Party to this Agreement shall not be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

11. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to a Party upon any breach by the other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

*[Signature page follows]*

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2018, to be effective as of the Effective Date.

**WITNESSES:**

**LSU RESEARCH AND  
TECHNOLOGY FOUNDATION**

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

By: \_\_\_\_\_  
Name: Arthur R. Cooper  
Title: Chief Executive Officer

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2018, to be effective as of the Effective Date.

**WITNESSES:**

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

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

By: \_\_\_\_\_  
Name: F. King Alexander  
Title: President & Chancellor

*[Signature Page for Cooperative Endeavor Agreement]*



**Request from LSU Health Science Center in Shreveport to Approve the FY 2018-19 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9. A.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

The requested action is also required by the terms of a court order and agreement, and the Uniform Affiliation Agreement for foundations and support organizations.

**1. Summary of the Matter**

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$4,135,000 in Carroll W. Feist (CFeist) Legacy funds.

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

The campus suggests that the requested expenditure of funds will provide support for the Programs in Basic and Translational Research; Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, FWCC Research Infrastructure, and enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts.

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

**2. Review of Business Plan**

The total budget request is for \$4,135,000. The requested funds would be drawn from CFeist Legacy earnings during FY 2018-19 and would not require any additional State General Fund Support above the current levels. In addition, the CFeist principal would remain intact.

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

## SUMMARY OF BUDGET REQUEST

<b>1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH</b>	<b>\$ 285,000</b>
a. INLET	\$135,000
b. Support for the FWCC Research Programs:	\$150,000
i. HRCFG	\$ 30,000
ii. UACFG	\$ 30,000
iii. Viral Oncology	\$ 30,000
iv. GEDFRG	\$ 30,000
v. DT-NPG	\$ 30,000
<b>2. GRANTS &amp; GRADUATE STUDENT STIPEND</b>	<b>\$ 562,000</b>
<b>3. VISITING SCIENTIST PROGRAM</b>	<b>\$ 30,000</b>
<b>4. FWCC INFRASTRUCTURE</b>	<b>\$1,000,000</b>
Clinical Research Core facility	\$425,000
Research Equipment	\$ 50,000
FWCC Faculty, Staff and Trainee Research Support	\$425,000
Infrastructure Expansion	\$100,000
<b>5. BIOREPOSITORY SUPPORT</b>	<b>\$ 150,000</b>
<b>6. SEED PACKAGES</b>	<b>\$ 650,000</b>
Dr. Dragoi (year 5 of 5)	\$ 90,000
Dr. Koshy (year 3 of 3)	\$150,000
Dr. Georgescu (year 3 of 3)	\$ 35,000
Dr. Weinberger (year 3 of 3)	\$ 50,000
TBD	\$325,000
<b>7. TUMOR GENOME SEQUENCING LABORATORY</b>	<b>\$ 300,000</b>
<b>8. BIOINFORMATICS AND HEALTH INFORMATION TECHNOLOGY RESEARCH CORE FACILITY</b>	<b>\$ 200,000</b>
<b>9. PARTNERS IN WELLNESS (PIW) SUPPORT</b>	<b>\$ 200,000</b>
<b>10. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT</b>	<b><u>\$ 758,000</u></b>
<b>Total Budget Requested</b>	<b><u>\$4,135,000</u></b>

### 3. Fiscal Impact

The support provided by the Carroll W. Feist Legacy Account provides much needed funds to further the mission of the LSU Health Science Center.

### 4. Description of Competitive Process

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



## 5. Review of Documents Related to Referenced Matter

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

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

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

## 6. Parties of Interest

Not Applicable

## 7. Related Transactions

Not Applicable

## 8. Conflicts of Interest

Not Applicable

## ATTACHMENTS

- I. Letter from Dr. Glen Mills, Director of the Cancer Center with approvals from Chancellor Ghali, LSU HSC S and Chairperson Robert G. Pugh, Jr., LSU Health Sciences Foundation in Shreveport (Foundation approval anticipated 6/25/18).

## RECOMMENDATION(S):

The Staff recommends the Board consider the resolution(s) set forth below:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$4,135,000 from the CFeist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.



***Feist-Weiller Cancer Center***  
***LSU Health Sciences-Shreveport***

**05/29/2018**  
**LSUHSC-Shreveport**

**From: Glenn M. Mills, MD FACP**  
**Professor and Interim Chairman, Department of Medicine**  
**Director, Feist-Weiller Cancer Center**  
**To: Ghali E. Ghali, MD DDS FACS**  
**Chancellor and Dean,**

**Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2018-2019**

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

The following is our budget request for the FY2019. The budget request will provide support for the Programs in Basic and Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts. A detailed explanation of the budget items follows the budget summary.

**Summary of Budget Request**

<b>1. Programs in Translational Research</b>	<b>\$285,000</b>
INLET:	\$ 135,000
GEDFRG:	\$ 30,000
HRCFG:	\$ 30,000
Viral Oncology:	\$ 30,000
UACFG	\$ 30,000
DTFG	\$ 30,000
<b>2. Intramural Student &amp; Fellowship Stipend and Internal Grant Support:</b>	<b>\$562,000</b>
<b>3. Visiting Scientist program</b>	<b>\$ 30,000</b>
<b>4. Infrastructure:</b>	<b>\$1,000,000</b>
Cancer Clinical trials research core	\$ 425,000
Equipment maintenance and replacement	\$ 50,000
Faculty and Trainee research support	\$ 425,000
Infrastructure expansion	\$ 100,000

<b>5. Bio Repository Support</b>	<b>\$150,000</b>
<b>6. Seed Packages</b>	<b>\$650,000</b>
Dr. Dragoi (4 of 4)	\$ 90,000
Dr. Koshy (2 of 3)	\$150,000
Dr. Weinberger (2 of 3)	\$ 50,000
Dr. Georgescu (2 of 3)	\$ 35,000
New Recruitment Packages	\$325,000
<b>7. Cancer Genome Sequencing Core Research Lab:</b>	<b>\$300,000</b>
<b>8. Bioinformatics and HIT Core Research Facility:</b>	<b>\$200,000</b>
<b>9. PIW Infrastructure Expansion / Upgrade</b>	<b>\$200,000</b>
<b>10. Medical School Research Support</b>	<b>\$758,000</b>
<b><u>Total Budget Requested:</u></b>	<b>\$4,135,000</b>

## Details of Budget Request

### 1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$285,000

The Cancer Center has three Research Divisions: Basic and Translational Cancer Research; Clinical Cancer Research and Therapy; and Cancer Control and Prevention. Within the Division of Basic and Translational Cancer Research there are three Programs: Tumor Virology, Cancer Cell Biology, and Translational Cancer Research. In the Cancer Cell Biology Program, we have three focus groups named the Gene Expression and DNA Repair Focus Group (GEDFRG) under the direction of Dr. David Gross, Viral Oncology group under the direction of Dr. Martin Sapp and the Developmental Therapeutics group under the direction of Dr. Shile Huang. Within the Program in Translational Cancer Research there are two focus groups that comprise a mix of basic and clinical scientists who apply their combined skills to do research directly applicable to clinical cancer problems. These focus groups are the Hormone Related Cancer Focus Group (HRCFG) under the direction of Dr. Hari Koul, and the Upper Aerodigestive Cancer Focus Group (UACFG) under the direction of Dr. Cherie-Ann Nathan. Much of the research of these focus groups is aided by the Innovative North Louisiana Experimental Therapeutics Program (INLET), established by the FWCC to facilitate cancer drug discovery and development directed by Dr. Glenn Mills and Dr. Anna Marie Dragoi.

#### A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (INLET): Request \$135,000

The Feist-Weiller Cancer Center's (FWCC) **Innovative North Louisiana Experimental Therapeutics program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of a wide range of drugs that affect multiple diseases in humans, including cancer, diabetes, fungal infection and neurological disorders. The long term goal of INLET is to discover, develop and market natural products and drugs to treat cancer and a variety human disease and reposition them to treat other diseases in humans. INLET has two cores affiliated with the Research Core Facility. The Screening Core located in 7-339 and the Efficacy Core located in F2-14. Services include screening assay creation, high-throughput and high-content compound screening, basic research support, data management and analysis and hit to lead development. The INLET screening center is equipped with liquid handlers, robotic screening devices and high content, real time screening/assay platforms (Thermo Cellomics ArrayScan VTi and the Essen BioScience IncuCyte ZOOM). The program consists of a multi-institutional partnership between Louisiana State University Health in Shreveport (LSUH-S) and a variety of Louisiana Universities, which have included Louisiana State University Shreveport (LSU-S), Centenary College, University of Louisiana at Monroe (ULM), Louisiana Tech University in Ruston (LaTech), Pennington Biomedical Research Center in Baton Rouge (PBRC), and Louisiana State University Health-New Orleans (LSUH-N.O.). The primary mission of INLET is to aid investigators particularly throughout the state of Louisiana in generating preliminary data to aid in their preparations of grant applications. High throughput technology is essential in targeted drug therapy, but high content phenotypic screening is gaining momentum. INLET owns two high content imaging platforms. The IncucyteZOOM™ (Essen BioScience) is an in-house incubator platform which can image six 96-multi well plates at once and simultaneously perform data analysis with the system's built in algorithms. In addition, INLET owns the Cellomics ArrayScan™ VTI, a high throughput, high-content imaging platform which has been a driving force behind INLET's novel phenotypic assay development. INLET has upgraded Cellomics with the purchase of a new high resolution CCD camera, a Dell Precision workstation and HCS studio software upgrade, as well as, 40X and 63X optical objectives. The new X1 CCD camera has significantly improved quantum efficiency

by 4X the previous camera especially, in wavelengths greater than 550 nm. Not only is the X1 more sensitive to lower energy wavelengths, but it also increases the biological field of view/capture by 50%. Both the 40X and 63X objectives with high numerical apertures allows us to visualize submicron sizes of cellular objects and definitively view fragmented compartments. Our upgraded system has improved our functionality as a core by opening a multitude of possibilities in imaging subcellular structures in mammalian cells and in yeast.

Twenty Seven LSU-Health researchers are actively using the FWCC supported INLET technologies and drug libraries. IncucyteZOOM applications have included **cell proliferation, cell death, cell migration, cell invasion** and **spheroid growth assays**. The Cellomics VTI microscope has been used to screen for drugs affecting **fibroblast transformation, *Neisseria gonorrhoeaea* infection, lysosomal membrane permeability** and **yeast vacuole integrity**. **Bio-Tek Synergy 4** was used for more than 60 different protocols and between 300 and 500 plates were read per protocol. Four graduate students have been trained on using our equipment. This last year 15 articles were published, 12 grants submitted with 5 awarded, & 3 pending. Three new grants are in preparation. Since 2016 we have brought in over \$500,000 in extramural funds.

**Support for the FWCC Research Programs: Hormone Related Cancer Focus Group, Upper Aerodigestive Focus Group, Developmental Therapeutics, Gene Expression and DNA Repair Focus Group, and the Viral Oncology Program: Request \$150,000**

The five research programs of the FWCC are described below. Funds from these groups will be used to support monthly meetings, provide infrastructure support and award small "Mini" grants to encourage group collaboration.

Hormone Related Cancer Focus Group (HRCFG): The HRCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of breast and prostate cancer. Dr. Hari Koul will direct this group and lead the efforts to develop focused multi investigator teams to tackle breast and prostate cancer. Dr. Gary Burton and other clinicians guide the group in terms of clinical importance. Dr. Arrigo De Benedetti researches DNA repair and other enzymes that cause breast cancer to become resistant to chemotherapy/radiotherapy. The Koul Laboratory is using a 3-dimensional model system for cancer cell culture to identify factors that cause progression of prostate cancer as potential therapeutic targets. Dr. Koul is looking at targeting AR using new and novel agents. Some of the factors that the group is jointly analyzing include Rad9 and tousel-like kinase (DNA repair), Sirtuins (epigenetics), CXCR4 and ARRDC3 (tumor progression), EGFR, and Nrf2 (antioxidant defense). Finally, the group aims to identify new molecular targets that may aid in diagnosis and monitor therapeutic efficacy. In addition new targets may help define new treatment paradigms for Breast and prostate cancer.

Upper Aerodigestive Cancer Focus Group (UACFG): Dr. Cherie-Ann Nathan, Professor and head of the Department of ENT, heads this group. The UACFG focuses on combining innovative technologies in the clinic with molecular mechanisms of precancerous changes to further the clinical development of the switch from precancerous to cancer of real time cellular visualization of the upper aerodigestive tract. One such technology, the confocal laser-induced endomicroscopy (CLE,) enables *in vivo*, real time visualization of the mucosa at a subcellular resolution of  $\approx 1000x$  magnification. The group aims to establish molecular imaging with this technology and determine *in vivo* expression of epidermal growth factor receptor (EGF-R) in the mucosa using probe-based CLE (pCLE) and topically applied FITC-labeled antibodies. The budget requested for this year will be used to enhance this program further and

to have funds for collaborative research efforts by the group. The Viral etiology of Head and Neck cancer is a research emphasis area as is better understanding the genomics of lung cancer.

Viral Oncology Program: Dr. Martin Sapp Professor of Microbiology, heads this group. The viral oncology program focuses on the role that viruses play in initiation and progression of cancer and in the evolution of the tumor environment. Drs. Rona Scott, Andrew Yurochko, Jason Bodily and Cherie-Ann Nathan explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of head and neck cancers. They will put the spotlight on the growing epidemic of oral cavity squamous cell carcinomas that is associated with these viruses. Dr. Andrew Yurochko's work on human cytomegalovirus has implications for cancer angiogenesis. In addition, he has recently been funded to explore the role of CMV in patients receiving bone marrow transplant. Dr. Scott is also helping to establish the new NextGen Sequencing Core that will be applied, amongst other uses, to identification of mutations in tumors of patients being treated at the FWCC. The greatest need for the next year is for continued funding of collaborative research efforts of the group.

Gene Expression/DNA Repair Focus Group (GEDFRG): Dr. David Gross, Professor of Biochemistry and Molecular Biology, heads this group. The common thread tying together the Gene Expression/DNA Repair Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, two labs (Bodily and Scott) are seeking to understand how human tumor viruses (Epstein-Barr virus and papillomaviruses) induce epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to the viral lifecycle and ultimately, to the oncogenic state of the infected cells. Dr. Gross is investigating the role of chromatin in the regulation of transcription, with particular focus on the Cyp19A1 gene that encodes the protein aromatase which directly contributes to the malignancy of the majority of breast cancers, and on a eukaryotic model of HSF1-regulated genes, whose counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. In addition, research into how gene activation occurs in silent heterochromatin may lead to insights into strategies for reactivation of tumor suppressor genes inappropriately silenced by epigenetically marked chromatin. Finally, two labs (De Benedetti and Harrison) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks. Money is requested to support collaborative group research efforts to generate preliminary data for Federal grant Submissions.

Developmental Therapeutics Focus Group: The mission of Developmental Therapeutics-Natural Products Group (DT-NPG) of the FWCC is to foster collaborative basic and translational research focused on developmental therapeutics (including mechanistic research, pre-clinical development and translation into the clinic of novel synthetic small molecules and natural products or their derivatives) for treatment and prevention of human cancer. A major emphasis is providing support for multidisciplinary teams for working together rather than supporting individual laboratories. Currently 8 faculty are group members. Each year, using the funding from the FWCC, the DT-NPG has sent an RFA to the group members to support new Idea and short-term research projects, each of which involves at least two faculty members and focuses on studies of developmental therapeutics for cancer prevention and treatment. In the past two years (2016/2017 and 2017/2018), the DT-NPG funded total 8 collaborative research projects (4 projects per year). This funding mechanism has fostered collaborative research, and helped members be productive in publication and collect essential preliminary data for intramural/extramural grant applications.

## 2. GRANTS & GRADUATE STUDENT STIPEND - BUDGET REQUEST \$562,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. The FWCC has pledged to contribute to nine such grants (\$28,000/grant for a total of \$252,000 this year) for graduate students working in the laboratories of FWCC faculty. In addition, with the cuts in Federal research funding, successful laboratories are having increasing difficulties in supporting research efforts. We will fund bridging grants to help a FWCC faculty bridge to a successful new grant application. Fiscal Year 2017 Legacy Budget supported 2 bridging grants for faculty, both faculty have successfully been funded by the NIH and DOD grants. (Dr. Arrigo DeBenedetti and Dr. Martin Sapp). These bridging grant applications will be reviewed and ranked by the LSUHSC-S Research Advisory Committee. The FWCC Research advisory committee will then make the awards based on center needs and ranking. Maximum for any one grant will be \$75,000 a year renewable for up to three years. One grant totaling \$75,000 may be awarded in the current year.

We will also fund Intramural grants for innovative new cancer research. These grants will be for up to \$60,000 for one year. Two such grants totaling \$120,000 may be awarded in the current year. The review process for all grants will be as described above.

We have recently begun a new program of "Mini-Grants". These encourage faculty to explore new cancer research ideas. Small seed grants of \$5,000-\$10,000 each for a total annual support of \$50,000 are meant to cover supply costs to experimentally test these new hypotheses and see if they are worthy of future study. In the current year three of these awards have led to NIH grant applications.

We will continue to partner with the Department of Radiology to support a new Breast Imaging Fellowship program for \$35,000. There is a shortage of trained breast mammography radiologists in the country. The Breast Imaging Fellowship position is a twelve-month appointment beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each academic year. The salary will follow the LSUHSC Department of Graduate Medical Education House Officer salary for a PGY7 position. The breast fellow will work under the direct supervision of the Breast Imaging Staff in their designated location, which may include, but is not limited to, Feist Weiller Cancer Center, LSU Ambulatory Care Center, University Hospital, Partners in Wellness, and FWCC Mobile Mammography Unit. Daily work schedule, vacation days, and sick leave will follow the schedule of the Radiology residents. We have had 2 graduates of our program to date. One is now a faculty with us and the other has entered private practice in Louisiana.

Lastly to promote Translational Research, we will award, travel grants up to \$30,000 annually to faculty and postdocs who submit their research for presentation at the American Association for Cancer Research (AACR). These grants will be for up to \$1,500 per member.

Nine FWCC Graduate Fellowships	\$252,000
Bridging Grants	\$ 75,000
Intramural Grants (postdoctoral awards)	\$120,000
Mini Grants	\$ 50,000
Breast Imaging Residency Program	\$ 35,000
AACR Translational Research Workshop	\$ 30,000

### 3. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$30,000

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

### 4. FWCC INFRASTRUCTURE – BUDGET REQUEST \$1,000,000

The FWCC has funded entirely or in part various infrastructures and core facilities vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are partially supported by grants, contracts, and fees some require additional support and we are requesting continuing support at \$1,000,000 for equipment, supplies and staffing needs.

Clinical Research Core facility \$425,000

The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI/NCORP grant. The Gulf South Minority Based NCORP is a consortium of cancer investigators at LSUHSC-NO Stanley Scott CC, Mary Bird Perkins CC and the FWCC at LSUHSC-S. We are the most successful Minority Based NCORP in the Country, annually registering over 500 patients to national trials of the NCI/NCORP. This is the first statewide cancer consortium and hopefully will lead to a successful NCI Designated Cancer Center application. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs and travel to cancer research meetings.

Research Equipment \$ 50,000

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

FWCC Faculty, Staff and Trainee Research Support \$425,000

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

Infrastructure Expansion \$100,000

Funds will be reserved for any new infrastructure expansion needs for FY 2018. These may include new or replacement equipment, lab remodeling or new research core lab support.

### 5. BIOREPOSITORY SUPPORT – BUDGET REQUEST \$150,000

Our Biorepository is continuing to grow. Budget will be used to support acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories, additional technician support salaries, renovations as needed and any other unforeseen expenses.



## 6. SEED PACKAGES – BUDGET REQUEST \$650,000

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

Dr. Dragoi (year 5 of 5)	\$ 90,000
Dr. Koshy (year 3 of 3)	\$150,000
Dr. Georgescu (year 3 of 3)	\$ 35,000
Dr. Weinberger (year 3 of 3)	\$ 50,000
TBD	\$325,000

## 7. TUMOR GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$300,000

Cancer care and research is entering a new era – one of **Personalized Oncology or Precision Medicine**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome of a patient's cancer. We can tell exactly what genetic changes have occurred to cause an individual's cancer. Thus we can rapidly predict what targeted or chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology allows us to design clinical research protocols that will specifically target these mutations. We are combining our research results on these cancers with drug screening in the INLET program to find new agents to treat cancer. We have expanded the Next-Generation sequencing equipment, computers and software to run the program, and provided for one Research Technician to process and analyze the specimens. In the next year we will begin to offer these cancer gene analysis/sequencing to patients not only in our facility but also through an agreement with the Kew Group to patients in our region via a CLIA certified laboratory. Access to the genomic data of this larger data set will enhance the research of the FWCC. Currently we are sequencing 8 cancer patients a week with plans to double that number in the next year. As well, we have added new state of the art equipment to the FWCC cancer core research facility on the 6<sup>th</sup> floor of the BRI to analyze cancer DNA in the blood. Drs. Rodney Shackleford, Robert Chervinak, Hong Yin, Adam Greer, Ellen Friday and Rona Scott are supervising use. The ability to study the whole cancer genome will enhance the research efforts of the FWCC basic research faculty. This technology is free of charge to all faculty of the FWCC for their research needs. This year we will continue to expand these technologies use and enhance data analysis.

The requested amount this year will be used as follows:

a) Research Salaries	\$ 80,000
b) Research related travel to meetings and training, supplies, computer software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses related to cancer research.	\$ 220,000

## **8. BIOINFORMATICS AND HEALTH INFORMATION TECHNOLOGY RESEARCH CORE FACILITY – BUDGET REQUEST \$ 200,000**

Bioinformatics and Health Information Technology (HIT) are key tools needed in the analysis of cancer information and data both in the modern genomics cancer laboratories (Bioinformatics) and in the analysis of clinical patient data abstracted from the modern Electronic Health Records (HIT). Unfortunately, both FWCC and LSUHSC do not have the necessary infrastructure in place to help our basic and clinical researchers conduct these types of analysis. Results of the cancer research in our new Human Tumor Genome Sequencing lab will generate enormous amounts of data (320GB data per sample). We must develop the expertise to analyze this data. Currently we are partnering with bioinformatics/computer faculty at LSUS to assist us but we will need extra capacity with this project. We recruited in the last year one Masters level trained Bioinformatics scientist and hope to recruit more. As well, we have recently implemented the new EPIC EHR in our hospital and at EA Conway hospital. It is vital that we have the capacity to “mine” this data at both centers. This will be important in obtaining data in our current and future clinical research projects, studying cancer trends, care and health related expenses. These funds will be used to establish this new research core in the Cancer Control and Prevention section of the FWCC. Funds will be used to hire faculty/employees, supplies, computers, travel and other unforeseen expenses.

The requested budget will be used as follows:

- |   |           |
|---|-----------|
| a) Salaries   | \$185,000 |
| b) Computer servers, data storage, computer related supplies, & travel. | \$ 15,000 |

## **9. PARTNERS IN WELLNESS (PIW) SUPPORT – BUDGET REQUEST \$200,000**

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery research. The program now offers a clinic in Shreveport and 2 mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using digital tomographic mammography and ultrasound, cervical cancer screening, prostate cancer screening, lung cancer screening and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those residents of our state without resources or insurance. A new van has been renovated and will allow us to offer free cancer screening to more areas of our state.


Our new genomics program will assess for biomarkers that may enhance the accuracy of current cancer screening modalities or develop new ones. Blood samples are collected on the screened patients and plasma and DNA are stored in our biorepository. We have recruited a new faculty in the area of health, wellness and nutritional education. Dr. Jennifer Singh is our new faculty who is certified in the new medical specialty of program in the rural areas and expansion of the genomics biomarker program. Funds will be utilized to support the efforts as outlined above. Specifically, the funds will be utilized to support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses.


## **10. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT – BUDGET REQUESTED \$758,000**

We will continue to support cancer research related expenses of the Office of Research. Cancer Research is approximately 50% of Research on our campus. This budget will provide for salary support of personnel in the Office of Research, office expenses and for the graduate students who are involved in cancer related research in the department of Biochemistry and Microbiology. Grant support to cancer related research will be supported. In addition, support of the research core facility will be continued.



*Feist-Weiller Cancer Center*  
*LSU Health Sciences-Shreveport*

Approved:  6/13/18  
Glenn M. Mills, MD, FACP  
Professor and Interim Chairman, Department of Medicine  
Director, Feist-Weiller Cancer Center  
Date

Approved:  6/13/18  
Ghali E Ghali, MD, DDS, FACS  
Chancellor and Dean, LSU Health Sciences Center-Shreveport  
Date

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
LSU Health Sciences Foundation in Shreveport  
By J. Mark Garrett, Chairman of the Board



**Recommendation to Define Personnel Actions Included on the  
*Quarterly Consolidated Report on Personnel Actions Not Requiring  
Board Approval***

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

**1. Summary of the Matter**

In 2014, an HR working group reviewed approval requirements for personnel transactions with the goal of simplifying the process and gaining effectiveness while still providing adequate oversight. Permanent Memorandum 69 (PM-69) required many personnel actions to be approved by the Board, which resulted in delays due to set meeting schedules and agenda deadlines. The salary thresholds which were reviewed by the Board were too low given the current marketplace within which the University competed for faculty and staff, making the volume of actions requiring Board approval an inordinately large number of appointments. In addition, many actions were not substantial enough to justify the extra levels of approval. In lieu of the approvals, the resolution also recommended the development of quarterly reports to the Board in order to continue to provide necessary information required to fulfill the Board's fiduciary and oversight responsibilities. On December 12, 2014, the Board of Supervisors approved the recommended amendments to PM-69 and the development of the *Quarterly Consolidated Report on Personnel Actions Not Requiring Board Approval*.

A recent audit report of PM-69 from the University internal auditors provided a recommendation to revisit and define those personnel actions included on the quarterly report. In response, the University is seeking to define the parameters of personnel actions that the Board would like to retain on the *Quarterly Consolidated Report on Personnel Actions Not Requiring Board Approval*.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

Not applicable.

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

The attached document has been reviewed by the Office of Human Resource Management at LSU A&M, LSUE, LSUS, LSUA, PBRC, LSU AgCenter, LSUHSC-Shreveport, LSUHSC-New Orleans, and LSU Health Care Sciences Division.

**ATTACHMENTS**

I. Quarterly Informational Board Report Personnel Actions Criteria

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the recommended *Quarterly Informational Board Report Personnel Actions Criteria* for the *Quarterly Consolidated Report on Personnel Actions Not Requiring Board Approval*.

## Quarterly Informational Board Report Personnel Actions Criteria

### I. Appointments

- A. Campus executive level personnel<sup>1</sup>
- B. Endowed Chair or Professorship
- C. Faculty positions exceeding \$150,000 or HSC physicians exceeding \$250,000
- D. Faculty with tenure or rolling tenure
- E. Appointments, extension or amendments for coaches other than head coaches with salaries below \$250,000
- F. Unclassified positions with salaries above \$125,000 or for HSC nursing/allied health positions above \$150,000

### II. Salary

- A. Any action which would result in an employee having a total annual compensation exceeding \$125,000
- B. Retrospective compensation of any type that is not fully approved within the campus 90 days of the effective date - includes proposed appointment, pay increase or other personnel action
- C. Decreases for campus executive level personnel
- D. Increases in excess of 15% if original salary is over \$100,000 and new salary is over \$125,000
- E. Increases in excess of 15% for campus executive level staff
- F. Increases of 15% or less for University Administration Executive Level and Chancellors or Equivalent
- G. Salary supplements to an LSU employee from Board-authorized affiliated foundation funds

### III. Emeritus Status

- A. Conferring *emeritus* status on any person with less than ten years of service to the university or with titles other than professor

### IV. Leave

- A. Educational or Sabbatical leave in excess of three months during any twelve month period
- B. Academic special leave with partial pay within any twelve month period - subvention
- C. Leave without pay in excess of 1 year or more
- D. Special leave with pay or benefits in excess of 30 days within any twelve month period

### V. Promotion and Tenure

- A. Promotion in faculty rank
- B. Granting of tenure/rolling tenure regardless of whether combined with another action

### VI. Involuntary Terminations

- A. Campus Executive Level Personnel
- B. Any faculty with tenure or rolling tenure

#### Notes:

<sup>1</sup>Campus executive level personnel as defined by campus:

- LSU A&M - Dean or equivalent, Vice Provost, Vice President, Executive Vice President, Vice Chancellor
- LSUE - Vice Chancellor
- LSUS - Provost, Vice Chancellor
- LSUA - Vice Chancellor
- PBRC - Associate Executive Director
- AgCenter - Associate Vice President, Vice President
- LSUHSC-Shreveport - Dean or equivalent, Vice Chancellor, Staff Attorney, Fiscal Compliance Officer
- LSUHSC-NO - Vice Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor
- LSU Health Care Sciences Division - Chief Executive Officer, Deputy Chief Executive Officer, Medical Director, Lallie Kemp Hospital Administrator



**Request from LSU AgCenter to Accept a Donation of Property from the LSU Property Foundation at Grant Walker Educational Center in Grant Parish, Louisiana**

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

**Date: June 29, 2018**

This is a significant board matter pursuant to Bylaws Article VII, Section 9:

A.2 Transfer of Title to Immovable Property

**1. Summary of the Matter**

This matter was first presented to the Board at the June 4, 2010 meeting at which a Determination of University Appropriateness was approved and allowed the LSU Property Foundation (“LSUPF”) to accept donation by Roy O. Martin, L.L.C. (“ROM”) of 10.557 acres in Grant Parish, adjacent to the west side of the Grant Walker 4-H Educational Center (“Land”). The need for this Land was included in the 2006 Master Plan and has been a tremendous addition to the Center. The donation has allowed the addition of trails, challenge course elements, primitive camping areas, and greater access to Big Creek for various educational activities. Future vision includes the addition and construction of a multi-purpose Environmental Education/Conference Center.

The following conditions were included in the November 18, 2010 donation to LSUPF, and will be carried over in the proposed donation by LSUPF to LSU:

1. ROM reservation of the right to harvest timber located on the Land as of November 23, 2010, to be completed prior to commencement of construction on the Land;
2. ROM reservation of right to develop Donor-owned minerals, by means of directional drilling from adjacent properties, pooling or unitization only;
3. ROM reservation of a servitude of access across the Land in order to access surrounding properties;

The 2010 donation also included a reversion of ownership, at ROM’s option, in the event construction of improvements did not commence within five years. However, subsequent to the donation it became apparent that construction of the proposed Multi-Purpose Environmental Education/Conference Center would not be accomplished within the five-year period due to persistent budget cuts to higher education and state budget issues, and on November 30, 2015 ROM executed an Amendment to the Act of Donation deleting that reversion provision.

The AgCenter recommends acceptance of the donation of the Land by LSUPF to the LSU Board of Supervisors, which will finalize incorporation of the Land into the Grant Walker property portfolio for utilization in 4-H programs. Placing ownership with LSU also aligns with the Board of Supervisor preference expressed in PS-115 that donated property to be used by LSU be owned by LSU.

**2. Review of Business Plan**

The property donation itself will not incur any additional operating costs to the LSU AgCenter. When built, the new Educational Center on the property will require additional operating costs; however, the Business Plan for the new facility will include the generation of income for the facility to aide in operational costs.

### **3. Fiscal Impact**

No significant fiscal impact is expected for LSU based on acceptance of this donation. An appraisal was conducted in July 2010 on the property and at that time final estimated value was \$63,300.

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

N/A

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

We enclose herewith the following documents applicable to this matter:

- a. Legal survey showing the boundaries of the donated property.
- b. Phase 1 environmental study.
- c. Act of Donation from LSU Property Foundation to LSU Board of Supervisors.

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

The following parties have an interest in and/or are involved with this transaction: LSU and LSU Property Foundation

### **7. Related Transactions**

None.

### **8. Conflicts of Interest**

None.

## **ATTACHMENTS**

- I. Transmittal Letter
- II. Act of Donation – LSU Property Foundation to LSU AgCenter
- III. Act of Donation – Roy O. Martin to LSU Property Foundation and Exhibits
- IV. Amendment to Act of Donation Roy O. Martin to LSU Property Foundation

## **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, or his designee, to approve and execute the Act of Donation of the 10.557 acres of immovable property in Grant Parish, Louisiana from LSU Property Foundation and to include in the Act of Donation such terms and conditions as he deems to be in the best interests of LSU.





**Office of Facilities Planning**  
 210 J. Norman Efferson Hall  
 110 LSU Union Square  
 Baton Rouge, LA 70803-0106  
 Phone: (225) 578-8731  
 Fax: (225) 578-7351

June 1, 2018

To: F. King Alexander, President  
 Office of the President  
 3810 West Lakeshore Drive  
 Baton Rouge, LA 70808

RE: **Significant Board Matter**  
 Donation of Property  
 Grant Walker Educational Center  
 Grant Parish  
 Pollock, Louisiana

The LSU AgCenter recommends to accept property donation from LSU Property Foundation (LSUPF), of 10.557 acres in Grant Parish, adjacent to the west side of the Grant Walker 4-H Educational Center. Property was acquired by LSUPF in November 2010 by donation from Roy O. Martin, LLC. Board of Supervisors approval for LSUPF acquisition was granted at June 4, 2010 meeting.

The AgCenter is further requesting the Board of Supervisors to authorize and empower you at this time to sign any subsequent agreement(s) regarding this parcel of property at the **Grant Walker Educational Center** which you believe is in the best interest of LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors **June 29<sup>th</sup> 2018** meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 9 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson  
 Vice President for Agriculture  
 Dean of the College of Agriculture  
 and Chalkley Family Endowed Chair

Attachments

xc: Ms. Ann Coulon  
 Mr. Patrick Martin  
 Mr. Dale G. Frederick  
 Dr. Rogers Leonard

## ACT OF DONATION AND ACCEPTANCE

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

Before 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 designated competent witnesses, personally came and appeared:

**LSU PROPERTY FOUNDATION (“Donor”)**, a Louisiana nonprofit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, appearing herein through J. Bryan Benchoff, its duly authorized Executive Director, with a mailing address of 3796 Nicholson Drive, Baton Rouge, LA 70802 (Federal Tax ID No. 72-1295979);

and declared that, in consideration of its desire to provide the Donee with additional land for the furtherance of its educational mission, for the benefit of the LSU AgCenter, it does by these presents irrevocable donate and transfer unto:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“Donee”)**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, appearing herein through F. King Alexander, the duly authorized President of Louisiana State University System, with a mailing address of 3810 W. Lakeshore Drive, Louisiana State University, Baton Rouge, LA 70808. (Federal Tax ID No. 72-6000848);

all of its right, title and interest, including all guarantees, warranties and other rights with full substitution and subrogation, the following described immovable property, with all improvements and appurtenances thereto:

Approximately 10.557 (+/-) acres located in the SW ¼ of the SW ¼ of Section 4, T6N-R1E, Grant Parish, Louisiana, as more fully described in the property description and plat of survey by Stephen Barrett Gremillion dated June 17, 2010, attached hereto as Exhibit “A”.

Said donation is subject to the following conditions as more fully described in Donor’s acquisition of the property on November 18, 2010, in an Act of Donation by, and reserving the following rights in favor of, Roy O. Martin Lumber Company, L.L.C., as amended by said donor on October 30, 2015:

1. Right to harvest timber located on the Land as of November 23, 2010, to be completed prior to commencement of construction on the Land;
2. Reservation of mineral rights, with conditional waiver of surface rights, and right to develop owned minerals by means of directional drilling from adjacent properties, pooling or unitization only; and

3. Servitude of access across the Land to access surrounding properties.

Donee accepts the above donation, subject to the above described conditions.

THUS DONE AND SIGNED in the presence of the undersigned witnesses, who have hereunto signed their names with LSU Property Foundation, appearing through J. Bryan Benchoff, Executive Director, and me, Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

LSU PROPERTY FOUNDATION

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

By: \_\_\_\_\_  
J. Bryan Benchoff  
Executive Director

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

THUS DONE AND PASSED in the presence of the undersigned witnesses, who have hereunto signed their names with the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, appearing through F. King Alexander, President, and me, Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

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

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

By: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

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

**Stephen Barrett Gremillion's Surveying, L.L.C.**

*Stephen Barrett Gremillion*  
- Professional Land Surveyor -

P.O. Box 4445  
1802 Military Highway  
Pineville, LA 71360

Phone: (318) 445-9585  
Fax: (318) 445-5882

**EXHIBIT "A" - 10.557 ACRES**

Commence at a bolt reset at the NW corner of the SE 1/4 of the SW 1/4 of Section 4, T6N-R1E, thence bear S00°12'00"W along the 40 line for 405.60' to a point in the center of Big Creek that is henceforth referred to as the POINT OF BEGINNING.

Thence from the POINT OF BEGINNING continue S00°12'00"W along the 40 line for 20.29' to a 1/2" rod set, thence continue S00°12'00"W along the 40 line for 843.95' to a 1/2" rod found, thence bear along the North right of way of La. Hwy. No. 8 N88°31'15"W for 8.99' to a right of way post found, N77°01'43"W for 489.04' to a right of way post found, and along a curve to the left (R= 3939.72', Ch=N83°16'08"W 226.21') for 226.24' to a 1/2" rod set, thence leaving said Hwy. right of way bear along the Right descending bank of a Slough N17°23'18"E for 75.08' to a 1/2" rod set, N06°58'10"W for 28.28' to a 1/2" rod set, N47°32'37"W for 39.30' to a 1/2" rod set, N12°35'44"W for 61.62' to a 1/2" rod set, N39°03'03"W for 59.65' to a 1/2" rod set, N47°50'26"W for 25.90' to a 1/2" rod set, N19°02'48"W for 33.62' to a 1/2" rod set, N21°22'30"E for 34.54' to a 1/2" rod set, N51°48'01"E for 30.75' to a 1/2" rod set, S48°29'15"E for 28.56' to a 1/2" rod set, N48°09'12"E for 105.17' to a 1/2" rod set, S59°37'02"E for 46.81' to a 1/2" rod set, N19°27'12"E for 30.05' to a 1/2" rod set, N03°57'23"E for 30.17' to a 1/2" rod set, N27°25'54"E for 27.70' to a 1/2" rod set, S88°55'28"E for 34.89' to a 1/2" rod set, S70°21'21"E for 31.86' to a 1/2" rod set, N43°01'45"E for 30.29' to a 1/2" rod set, N35°31'09"W for 66.13' to a 1/2" rod set, N02°16'58"W for 13.21' to a 1/2" rod set, N61°34'00"E for 14.30' to a 1/2" rod set, N89°13'56"E for 21.22' to a 1/2" rod set,

**Stephen Barrett Gremillion's Surveying, L.L.C.**

*Stephen Barrett Gremillion  
- Professional Land Surveyor -*

P.O. Box 4445  
1802 Military Highway  
Pineville, LA 71360

Phone: (318) 445-9585  
Fax: (318) 445-5882

S35°35'55"E for 27.21' to a 1/2" rod set, N83°34'19"E for 21.25' to a 1/2" rod set, N27°39'58"E for 17.49' to a 1/2" rod set, N06°02'13"W for 49.80' to a 1/2" rod set, N09°38'44"E for 82.37' to a 1/2" rod set, N75°56'55"E for 19.11' to a 1/2" rod set, S38°54'29"E for 26.44' to a 1/2" rod set, S64°20'04"E for 53.85' to a 1/2" rod set, S09°38'22"W for 59.93' to a 1/2" rod set, S11°18'55"E for 24.14' to a 1/2" rod set, S81°56'59"E for 28.60' to a 1/2" rod set, N57°54'24"E for 63.66' to a 1/2" rod set, N40°39'26"E for 32.39' to a 1/2" rod set, N06°51'30"E for 45.10' to a 1/2" rod set, S55°23'57"E for 38.59' to a 1/2" rod set, S85°51'56"E for 67.60' to a 1/2" rod set, N28°39'07"E for 24.57' to a 1/2" rod set, N73°37'09"E for 66.12' to a 1/2" rod set, N31°34'05"W for 30.42' to a 1/2" rod set, N52°40'42"W for 32.38' to a 1/2" rod set, N77°04'39"W for 22.07' to a 1/2" rod set, N26°25'07"W for 31.21' to a 1/2" rod set on the South Bank of Big Creek, thence continue N26°25'07"W for 22.04' to a point, thence bear down the center of Big Creek N88°27'14"E for 90.37' to a point, S76°59'41"E for 92.28' to a point, and N80°31'32"E for 13.93' back to the POINT OF BEGINNING.

The aforementioned closed traverse contains 10.557 Acres located in the SW 1/4 of the SW 1/4 of Section 4, T6N-R1E, Grant Parish, Louisiana. It is shown on plat of survey by Stephen Barrett Gremillion dated June 17, 2010 and is attached hereto.

# CERTIFICATE OF SURVEY

FOR: LOUISIANA STATE UNIVERSITY  
 REQUEST: ROGER E. KUSSER, JR., M.S., P.E.  
 DESCRIPTION: 10.557 ACRES LOCATED IN THE SW 1/4 OF  
 PARISH, LOUISIANA

SCALE: 1"=200'

TO ALL PARTIES INTERESTED IN TITLE TO TRACT OR PREMISES SURVEYED: I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON BY HEAVY LINES WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THIS PLAT IS A CORRECT REPRESENTATION THEREOF AND CONFORMS TO THE REQUIREMENTS OF LAC TITLE 46:LXI, CHAPTER 29 FOR A CLASS "C" SURVEY.

STEPHEN BARRETT GREMILLON, P.L.S. NO. 4447

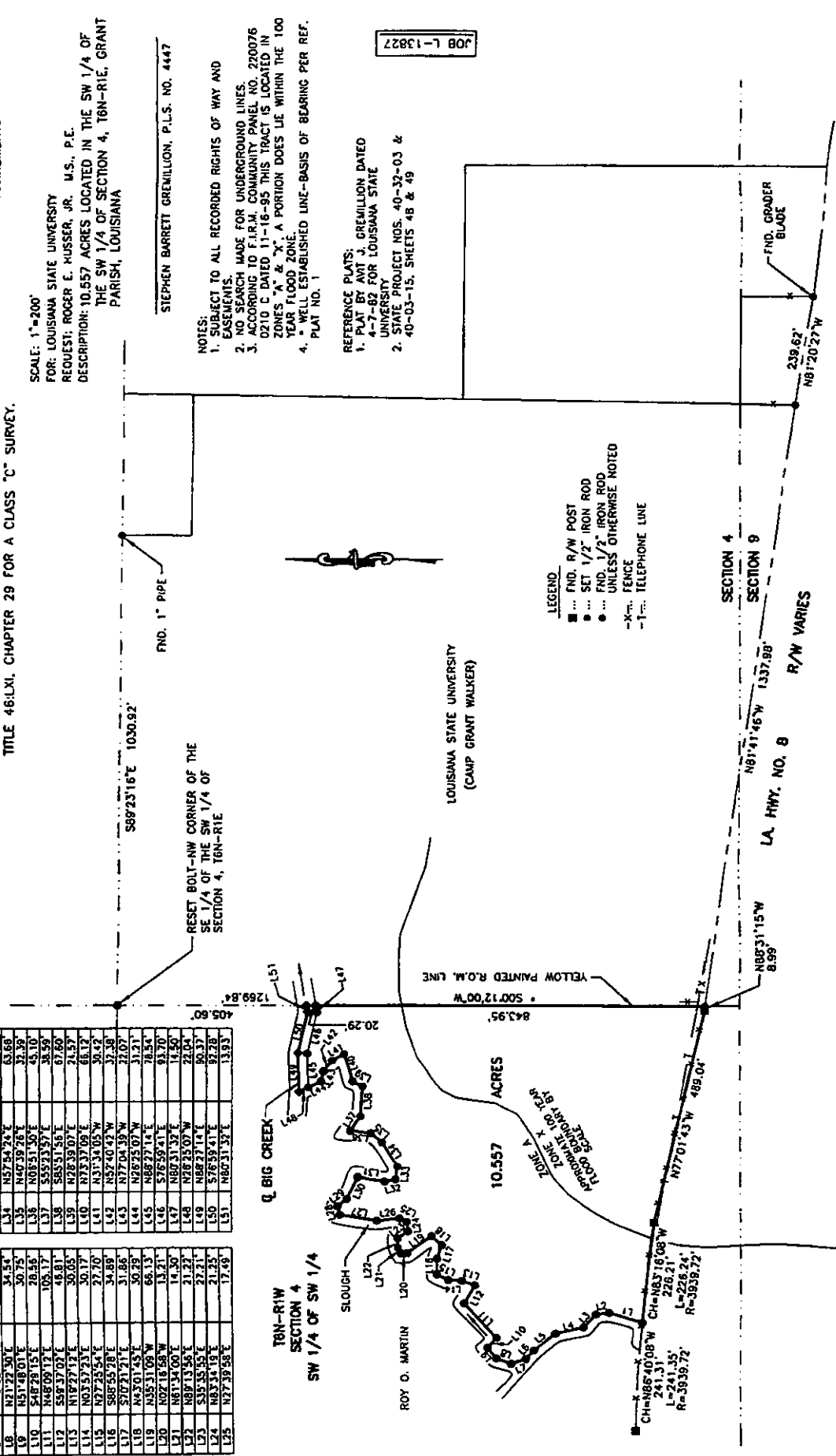
NOTES:  
 1. SUBJECT TO ALL RECORDED RIGHTS OF WAY AND EASEMENTS.  
 2. NO SEARCH MADE FOR UNDERGROUND LINES.  
 3. ACCORDING TO F.I.R.M. COMMUNITY PANEL NO. 220076 D210 C DATED 11-16-95 THIS TRACT IS LOCATED IN ZONES "A" & "X". A PORTION DOES LIE WITHIN THE 100 YEAR FLOOD ZONE.  
 4. WELL ESTABLISHED LINE--BASIS OF BEARING PER REF. PLAT NO. 1

REFERENCE PLATS:  
 1. PLAT BY ANTI S. GREMILLON DATED 4-7-82 FOR LOUISIANA STATE UNIVERSITY  
 2. STATE PROJECT NOS. 40-32-03 & 40-03-15, SHEETS 4B & 49

JOB L-13827

LINE	BEARING	DISTANCE	ACRES
L26	N68°02'13"W	49.60'	
L27	N68°30'44"E	83.37'	
L28	N75°55'55"E	19.11'	
L29	S48°54'20"E	24.44'	
L30	S64°20'04"E	53.85'	
L31	S68°38'22"W	59.93'	
L32	S11°18'55"E	24.14'	
L33	S81°55'59"E	28.60'	
L34	N57°54'24"E	63.68'	
L35	N40°19'28"E	33.99'	
L36	N68°51'50"E	45.70'	
L37	S55°23'57"E	38.89'	
L38	S85°51'56"E	61.89'	
L39	N28°30'07"E	21.87'	
L40	S73°33'05"E	48.17'	
L41	N31°34'05"E	38.12'	
L42	N32°40'23"W	37.38'	
L43	N77°04'35"W	27.07'	
L44	N68°25'07"W	31.71'	
L45	N68°27'14"E	49.34'	
L46	S76°59'41"E	93.70'	
L47	N80°51'32"E	14.50'	
L48	N28°25'07"W	22.04'	
L49	N68°27'14"E	90.37'	
L50	S76°59'41"E	97.28'	
L51	N80°51'32"E	133.93'	

LINE	BEARING	DISTANCE	ACRES
L1	N17°23'18"E	75.08'	
L2	N05°54'10"W	28.28'	
L3	N17°33'17"W	39.30'	
L4	N17°45'41"W	61.67'	
L5	N17°03'03"W	59.65'	
L6	N17°50'48"W	35.90'	
L7	N17°03'48"W	33.62'	
L8	N17°47'00"E	34.54'	
L9	N17°48'00"E	30.75'	
L10	S48°29'15"E	28.53'	
L11	N46°09'12"E	105.13'	
L12	S39°27'02"E	30.91'	
L13	N18°27'42"E	40.81'	
L14	N05°51'23"E	30.17'	
L15	N27°25'54"E	22.70'	
L16	S68°55'28"E	34.89'	
L17	S20°21'11"E	31.86'	
L18	N4°50'45"E	50.23'	
L19	N35°31'09"W	66.13'	
L20	N07°19'58"W	13.21'	
L21	N61°34'00"E	14.30'	
L22	N89°13'56"E	21.27'	
L23	S32°35'35"E	22.21'	
L24	N83°34'19"E	21.25'	
L25	N37°39'53"E	17.49'	



JOB L-13827

**ACT OF DONATION****STATE OF LOUISIANA  
PARISH OF GRANT**

**BE IT KNOWN**, that on the dates set forth below, in the presence of the undersigned Notaries and witnesses, personally came and appeared:

**Roy O. Martin Lumber Company, L.L.C.**, (Fed. I.D. #72-1462027), a Louisiana limited liability company with principal offices located at 2189 Memorial Drive, Alexandria, Louisiana 71301 (hereinafter referred to as “Donor”), represented herein by its duly authorized Chairman, Jonathan E. Martin, pursuant to the Consent recorded at Book 414 , Page 276 in the conveyance records of Grant Parish.

Who declared that for and in consideration of its desire to foster, promote and support higher education at the Louisiana State University Agricultural Center, it does by these presents give, grant, donate, inter vivos, with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners and vendors the following described property with all component parts thereto belonging (hereafter, the “Land”) unto:

**LSU Property Foundation**, a Louisiana nonprofit corporation, qualified under Internal Revenue Code Section 501 (c)(3) as a charitable organization, with principal offices located at 3838 West Lakeshore Drive, Baton Rouge, Louisiana 70808, (hereinafter referred to as “Donee”), represented by its duly authorized Executive Director, William G. Bowdon,

who, with gratitude, accepts the donation of the Land, which is more particularly described as follows:

Approximately 10.557 acres (+/-) located in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 4, T6N-R1E, Grant Parish, Louisiana, as more fully described on the attached property description and plat of survey by Stephen Barrett Gremillion dated June 17, 2010, as Exhibit “A”

The donation is being made, and is accepted, subject to the following conditions:

- 1) Donor reserves the right to harvest timber located on the Land as of the date that this Act of Donation has been fully executed and filed for record in the official records of

the Clerk and Recorder of Mortgages in and for the Parish of Grant, Louisiana, and Donor agrees to complete harvesting operations prior to the commencement of construction operations on the Land by Donee or its assigns. Donor agrees to maintain a policy of liability insurance that would cover any losses/claims of injury during the time that period that they are harvesting timber on the Land and agrees to provide Donee with proof of such coverage on an annual basis;

- 2) This sale is subject to any and all existing outstanding oil, gas and mineral leases and all prior sales of mineral interests and/or royalties affecting the property described herein. Donor reserves unto itself, its heirs, successors, and/or assigns, any interest it may have in all of the oil, gas and other minerals in, on, or under the surface that may be produced from the above described Land; provided, however, that Donor shall waive and release any and all surface rights to the Property. Said waiver of surface rights is made only to the extent that Donor has the right to do so. To the extent Donor owns said minerals, Donor retains the right to develop the minerals from the Land only by means of directional drilling from adjacent properties or by pooling or unitization of the Land.
- 3) Donee agrees to grant Donor a servitude of access over, across and through the Land so that Donor may access surrounding properties; and,
- 4) The Land shall, at Donor's option, revert to the Donor in the event that the construction of improvements on the Land has not been commenced in good faith within five (5) years following the date that this Act of Donation has been fully executed and filed for record in the official records of the Clerk and Recorder of Mortgages in and for the Parish of Grant, Louisiana.

Donor and Donee hereby agree that upon compliance with the above described conditions, or upon representation by Donee's assignee that the above described conditions will be satisfied, Donee may, without Donor's consent, transfer and assign the Land to either the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, any organization affiliated with said Board, or any subsidiary or affiliate of Donee. Upon satisfaction of the above described conditions, Donor shall, upon written request by Donee or its assigns, provide Donee or its assigns with written confirmation in recordable form that the above described conditions have in fact been satisfied.

Donor represents and warrants that: (1) this donation is offered in good faith; (2) Donor is the Owner of the Land; (3) as of the date of this donation, the Land is not subject to any liens, mortgages, encumbrances, claims of ownership by third parties or restrictions on use other than as set forth herein; and (4) Donor has full legal authority to donate and deliver custody and full ownership of the Land to Donee in accordance with the terms and conditions stated herein.

Donor declares the estimated value of the Land to be \$63,300. The estimated value has been established by the Donor. Accordingly, Donee makes no representation as to the accuracy



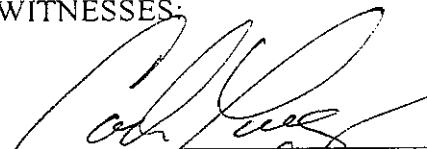
or validity of the estimated value so stated. Donee is unaware of any evidence contradicting the value established by Donor. In the event that Donor elects to claim the value of this donation as a tax deductible contribution under the Internal Revenue Code, Donor is solely responsible for establishing the value of the donation.

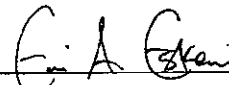
All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the successors and assigns of the respective parties, and the Donee, its successors and assigns shall have and hold the described property in full ownership forever, subject to the above stated conditions.

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THUS DONE AND PASSED in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

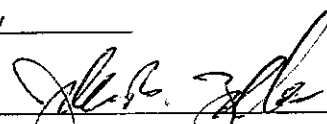
WITNESSES:

  
Printed Name: Wade Young

  
Printed Name: ERIC A. ESKEW

ROY O. MARTIN LUMBER  
COMPANY, L.L.C.

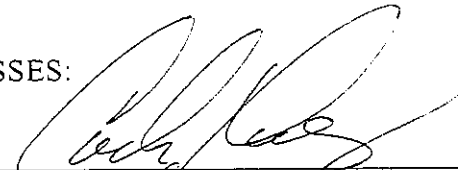
By:   
Jonathan E. Martin, Chairman  
Nov 18, 2010

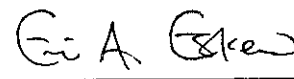
  
NOTARY PUBLIC

Printed Name: Joshua B. Zelden  
Bar Roll or Notary Identification Number: 27150  
My Commission Expires: at death

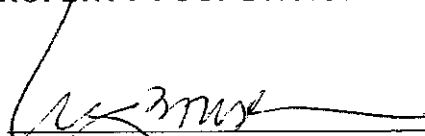
THUS DONE AND PASSED in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

  
Printed Name: Wade Young

  
Printed Name: ERIC A. ESKEW

LSU PROPERTY FOUNDATION

By:   
W. G. Bowdon  
Executive Director NOV 18, 2010

  
NOTARY PUBLIC

Printed Name: Joshua B. Zelden  
Bar Roll or Notary Identification Number: 27150  
My Commission Expires: at death

**Stephen Barrett Gremillion's Surveying, L.L.C.**

*Stephen Barrett Gremillion  
- Professional Land Surveyor -*

P.O. Box 4445  
1802 Military Highway  
Pineville, LA 71360

Phone: (318) 445-9585  
Fax: (318) 445-5882

**EXHIBIT "A" - 10.557 ACRES**

Commence at a bolt reset at the NW corner of the SE 1/4 of the SW 1/4 of Section 4, T6N-RIE, thence bear S00°12'00"W along the 40 line for 405.60' to a point in the center of Big Creek that is henceforth referred to as the POINT OF BEGINNING.

Thence from the POINT OF BEGINNING continue S00°12'00"W along the 40 line for 20.29' to a 1/2" rod set, thence continue S00°12'00"W along the 40 line for 843.95' to a 1/2" rod found, thence bear along the North right of way of La. Hwy. No. 8 N88°31'15"W for 8.99' to a right of way post found, N77°01'43"W for 489.04' to a right of way post found, and along a curve to the left (R= 3939.72', Ch=N83°16'08"W 226.21') for 226.24' to a 1/2" rod set, thence leaving said Hwy. right of way bear along the Right descending bank of a Slough N17°23'18"E for 75.08' to a 1/2" rod set, N06°58'10"W for 28.28' to a 1/2" rod set, N47°32'37"W for 39.30' to a 1/2" rod set, N12°35'44"W for 61.62' to a 1/2" rod set, N39°03'03"W for 59.65' to a 1/2" rod set, N47°50'26"W for 25.90' to a 1/2" rod set, N19°02'48"W for 33.62' to a 1/2" rod set, N21°22'30"E for 34.54' to a 1/2" rod set, N51°48'01"E for 30.75' to a 1/2" rod set, S48°29'15"E for 28.56' to a 1/2" rod set, N48°09'12"E for 105.17' to a 1/2" rod set, S59°37'02"E for 46.81' to a 1/2" rod set, N19°27'12"E for 30.05' to a 1/2" rod set, N03°57'23"E for 30.17' to a 1/2" rod set, N27°25'54"E for 27.70' to a 1/2" rod set, S88°55'28"E for 34.89' to a 1/2" rod set, S70°21'21"E for 31.86' to a 1/2" rod set, N43°01'45"E for 30.29' to a 1/2" rod set, N35°31'09"W for 66.13' to a 1/2" rod set, N02°16'58"W for 13.21' to a 1/2" rod set, N61°34'00"E for 14.30' to a 1/2" rod set, N89°13'56"E for 21.22' to a 1/2" rod set,

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S35°35'55"E for 27.21' to a 1/2" rod set, N83°34'19"E for 21.25' to a 1/2" rod set, N27°39'58"E for 17.49' to a 1/2" rod set, N06°02'13"W for 49.80' to a 1/2" rod set, N09°38'44"E for 82.37' to a 1/2" rod set, N75°56'55"E for 19.11' to a 1/2" rod set, S38°54'29"E for 26.44' to a 1/2" rod set, S64°20'04"E for 53.85' to a 1/2" rod set, S09°38'22"W for 59.93' to a 1/2" rod set, S11°18'55"E for 24.14' to a 1/2" rod set, S81°56'59"E for 28.60' to a 1/2" rod set, N57°54'24"E for 63.66' to a 1/2" rod set, N40°39'26"E for 32.39' to a 1/2" rod set, N06°51'30"E for 45.10' to a 1/2" rod set, S55°23'57"E for 38.59' to a 1/2" rod set, S85°51'56"E for 67.60' to a 1/2" rod set, N28°39'07"E for 24.57' to a 1/2" rod set, N73°37'09"E for 66.12' to a 1/2" rod set, N31°34'05"W for 30.42' to a 1/2" rod set, N52°40'42"W for 32.38' to a 1/2" rod set, N77°04'39"W for 22.07' to a 1/2" rod set, N26°25'07"W for 31.21' to a 1/2" rod set on the South Bank of Big Creek, thence continue N26°25'07"W for 22.04' to a point, thence bear down the center of Big Creek N88°27'14"E for 90.37' to a point, S76°59'41"E for 92.28' to a point, and N80°31'32"E for 13.93' back to the POINT OF BEGINNING.

The aforementioned closed traverse contains 10.557 Acres located in the SW 1/4 of the SW 1/4 of Section 4, T6N-R1E, Grant Parish, Louisiana. It is shown on plat of survey by Stephen Barrett Gremillion dated June 17, 2010 and is attached hereto.

# CERTIFICATE OF SURVEY

PINEVILLE, LOUISIANA

JUNE 17, 2010

TO ALL PARTIES INTERESTED IN TITLE TO TRACT OF LAND OR PREMISES SURVEYED: I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON BY HEAVY LINES WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THIS PLAT IS A CORRECT REPRESENTATION THEREOF AND CONFORMS TO THE REQUIREMENTS OF LAC TITLE 46:IX, CHAPTER 29 FOR A CLASS "C" SURVEY.

SCALE: 1" = 200'

FOR: LOUISIANA STATE UNIVERSITY

REQUEST: ROGER E. HUSSER, JR., M.S., P.E.

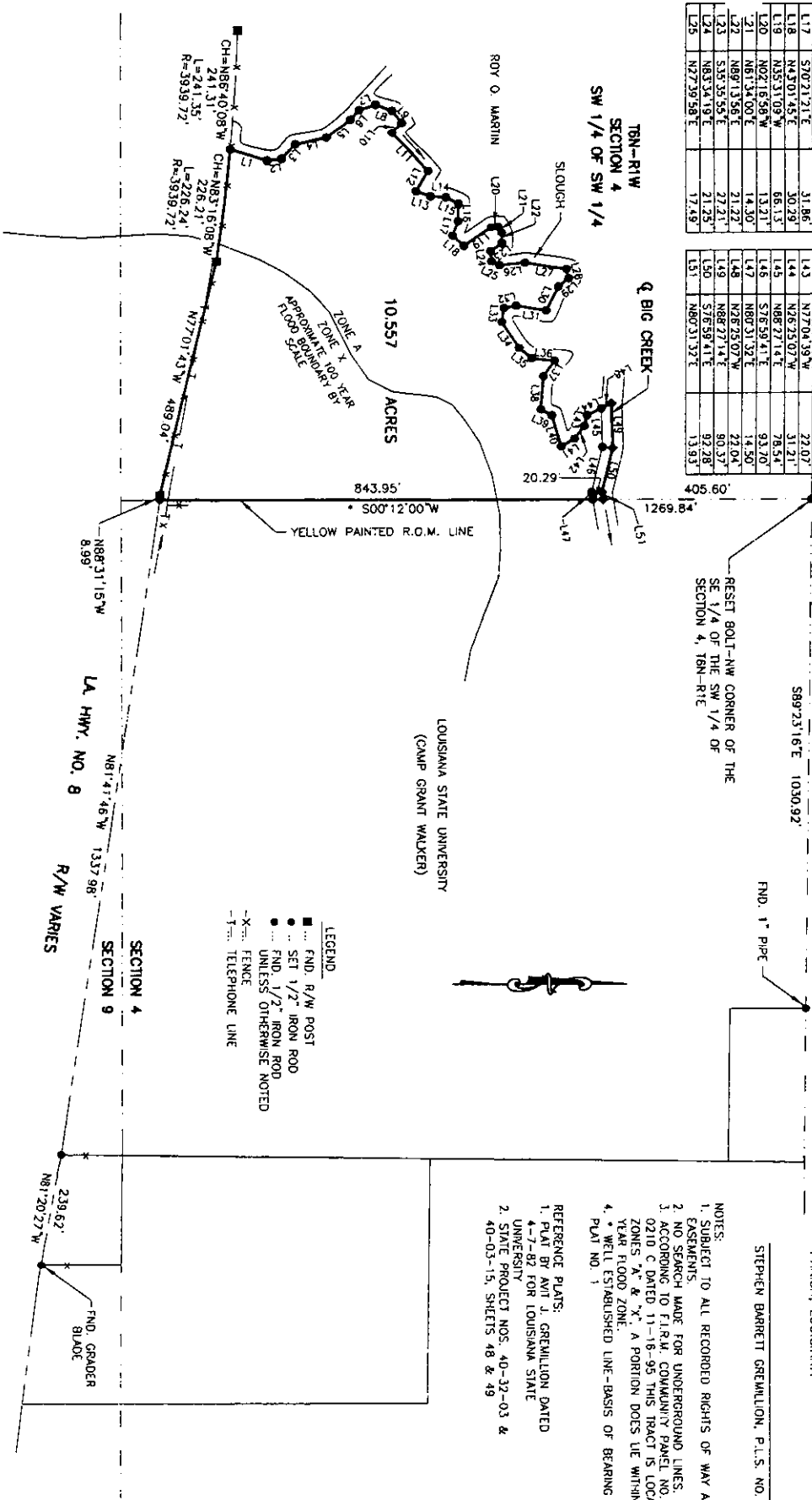
DESCRIPTION: 10,557 ACRES LOCATED IN THE SW 1/4 OF SECTION 4, T8N-R1E, GRANT PARISH, LOUISIANA

STEPHEN BARRETT GREMLINSON, P.L.S. NO. 4447

NOTES:  
1. SUBJECT TO ALL RECORDED RIGHTS OF WAY AND EASEMENTS.  
2. NO SEARCH MADE FOR UNDERGROUND LINES.  
3. ACCORDING TO T.I.R.M. COMMAND 11, PARCEL NO. 220076 0210 C DATED 11-18-93 THIS TRACT IS LOCATED IN ZONES "X" & "Y". A PORTION DOES LIE WITHIN THE 100 YEAR FLOOD ZONE.  
4. \* WELL ESTABLISHED LINE-BASIS OF BEARING PER REF. PLAT NO. 1

REFERENCE PLATS:  
1. PLAT BY ANTI-GREMLINSON DATED 4-7-82 FOR LOUISIANA STATE UNIVERSITY  
2. STATE PROJECT NOS. 40-32-03 & 40-03-15, SHEETS 48 & 49

LINE	BEARING	DISTANCE
L1	N17°23'18"E	75.08'
L2	N08°58'10"W	28.28'
L3	N42°23'37"W	39.30'
L4	N12°35'44"W	61.62'
L5	N38°03'03"W	56.65'
L6	N47°50'38"W	28.80'
L7	N18°02'48"W	33.87'
L8	N21°22'30"E	34.94'
L9	N51°48'01"E	30.75'
L10	S48°29'15"E	28.56'
L11	S48°09'12"E	105.17'
L12	S58°37'02"E	46.81'
L13	N18°27'12"E	30.05'
L14	N03°57'23"E	30.17'
L15	N27°25'54"E	27.70'
L16	S88°55'28"E	34.89'
L17	S70°21'21"E	31.86'
L18	N43°01'45"E	30.29'
L19	N33°31'09"W	66.13'
L20	N02°16'58"W	13.21'
L21	N61°34'00"E	14.30'
L22	N88°13'56"E	21.22'
L23	S38°35'55"E	27.21'
L24	N83°34'19"E	21.25'
L25	N27°39'58"E	17.49'
L26	N08°02'13"W	49.80'
L27	N09°38'44"E	82.37'
L28	N75°56'55"E	19.11'
L29	S38°54'29"E	26.44'
L30	S66°20'04"E	54.85'
L31	S09°38'22"W	59.93'
L32	S11°18'52"E	24.74'
L33	S81°58'59"E	28.60'
L34	N57°54'24"E	63.86'
L35	N40°39'26"E	32.39'
L36	N08°51'30"E	45.10'
L37	S55°23'57"E	38.59'
L38	N28°39'07"E	67.60'
L39	S88°51'56"E	24.57'
L40	N73°37'09"E	66.12'
L41	N31°34'05"W	30.42'
L42	N57°40'42"W	32.38'
L43	N77°04'39"W	22.07'
L44	N26°25'07"W	31.21'
L45	N88°27'14"E	76.54'
L46	S76°59'41"E	93.70'
L47	N88°31'32"E	14.50'
L48	N28°50'27"W	22.04'
L49	N88°27'14"E	90.37'
L50	S76°59'41"E	92.28'
L51	N88°31'32"E	13.93'



JOB L-13827

**LSU FOUNDATION  
AND  
LSU PROPERTY FOUNDATION  
BATON ROUGE, LOUISIANA**

**PHASE I ENVIRONMENTAL  
SITE ASSESSMENT**

**10.557-ACRE SITE  
GRANT PARISH, LOUISIANA**

**AUGUST 2010**

**Prepared By:**

**C-K Associates, LLC  
17170 Perkins Road  
Baton Rouge, Louisiana 70810  
(225) 755-1000**

**C-K Associates' Project No. 5962R**

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C	Sanborn® No Coverage Letter
D	Historical Topographic Maps
E	Photographs from Site Reconnaissance
F	Resumes of Environmental Professionals



## 1.0 SUMMARY

C-K Associates, LLC, (C-K) conducted a Phase I Environmental Site Assessment (ESA) for the LSU Foundation and the LSU Property Foundation on a tract of land approximately 10.557 acres in size located on Highway 8 in Pollock, Louisiana.

The Phase I ESA was conducted in conformance with the scope and limitations of ASTM International Standard Practice E 1527-05 (referred to herein as the ASTM Standard), in order to determine the presence or absence of recognized environmental conditions (RECs) in connection with the Site.

This assessment has revealed no evidence of recognized environmental conditions in connection with the Site.

## 2.0 INTRODUCTION

### 2.1 Purpose

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed in ASTM Standard E 1527-05, historical or overt physical evidence of current or past activities or materials at the Site and its immediate vicinity which constitute RECs, which is defined by the ASTM Standard to be “the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property”. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

A Phase I ESA is intended to reflect all appropriate inquiry regarding the Site in order to satisfy one of the requirements to qualify for landowner liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Accordingly, this ESA acts to reduce the risk of unknown environmental liabilities by identifying potential items of concern.

### 2.2 Detailed Scope-of-Services

The scope of the work performed by C-K is consistent with the protocols established in the ASTM Standard to provide all appropriate inquiry into the previous ownership and uses of the property that will help identify the possibility of existence of RECs in connection with the Site.

The specific scope of work included the following:

- Review of records regarding environmental information and historical use information concerning the Site and surrounding properties;
- Physical inspection of the Site and surrounding areas to determine if environmental concerns are visible or indicated, including documentation of conditions encountered;
- Research through interviews with owners, operators, and occupants of the Site as well as with local government officials; and
- Preparation of a report of findings including Site photographs, copies of historical documents, and an opinion regarding RECs observed in connection with the Site.

### **2.3 Significant Assumptions**

C-K assumes that all pertinent information provided by the LSU Foundation and the LSU Property Foundation is accurate in its depiction of the Site at the time of this investigation. In addition, it is assumed that responses from the owner, operator, and occupants of the Site during interviews have been provided truthfully and in good faith.

### **2.4 Limitations and Exceptions**

As stated in the ASTM Standard, “No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property.” Therefore, C-K offers no warranty, expressed or implied that all RECs or regulatory liabilities have been identified despite a thorough, professionally prudent investigation conducted within the scope, schedule, and budget of this ESA. C-K was not able to verify that the Site or adjoining land contains no hazardous substances, petroleum products, or other latent condition beyond that detected or observed during the assessment. The possibility always exists for contaminants to migrate through surface water, air, soil, groundwater, or other environmental media. The opinions expressed by C-K with reference to the Site pertain to the conditions that existed at the Site during the time in which the Site reconnaissance was conducted.

### **2.5 Special Terms and Conditions**

The LSU Foundation and the LSU Property Foundation initially executed a contract for C-K to conduct a limited Phase I ESA which consisted of (1) a site reconnaissance, (2) a review of environmental database records for facilities located within one mile of the Site, (3) a review of historical aerial photographs, and (4) a letter report providing an opinion by C-K regarding any identified recognized environmental conditions (RECs) in association with the Site.

Subsequently, the LSU Foundation and the LSU Property Foundation requested that C-K perform additional tasks to provide a Phase I ESA report meeting the current ASTM standard.

## **2.6 User Reliance**

This report and other instruments of service were prepared for and made available for the sole use of the LSU Foundation and the LSU Property Foundation and should be used in its entirety. The contents may not be used or relied upon by any other person or entity without the express written consent and authorization of C-K.

## **3.0 SITE DESCRIPTION**

### **3.1 Location and Legal Description**

The Site is approximately 10.557 acres in size, located in Pollock, Louisiana. The property is located within Section 4, Township 6 North, Range 1 East, in Grant Parish. A Site Vicinity Map depicting the location of the Site is presented in **Figure 1**.

### **3.2 Site and Vicinity General Characteristics**

The Site is irregularly-shaped, sloped to the north and west, and approximately 75 feet above National Geodetic Vertical Datum (NGVD), as interpreted from the United States Geological Survey (USGS) "POLLOCK, LA" 1999, Topographic Map (**Figure 1**). The Site is located in a forested, undeveloped area.

### **3.3 Current Use of the Property**

The Site is currently forested and undeveloped.

### **3.4 Descriptions of Structures, Roads, Other Improvements on the Site**

There are no structures on the Site. Louisiana Highway 8 bounds the site to the south.

### **3.5 Current Uses of Adjoining Properties**

Surrounding properties are currently forested and undeveloped.

## **4.0 USER PROVIDED INFORMATION**

### **4.1 Title Records**

A review of title records for the Site was not necessary to develop information regarding current or past uses of the Site; as such, title information was not requested from the LSU Foundation and the LSU Property Foundation.

### **4.2 Environmental Liens or Activity and Use Limitations**

Based on conversations with representatives of the LSU Foundation and the LSU Property Foundation, no environmental liens exist for the Site. Information on

Activity and Use Limitations (AULs) was not requested from the LSU Foundation and the LSU Property Foundation and was obtained from a records search (see Section 5.0).

#### **4.3 Specialized Knowledge**

The LSU Foundation and the LSU Property Foundation was not aware of any specialized knowledge or experience that is material to RECs in connection with the Site.

#### **4.4 Commonly Known or Reasonably Ascertainable Information**

The LSU Foundation and the LSU Property Foundation has no commonly known or reasonably ascertainable information about the Site that is material to RECs in connection with the Site.

#### **4.5 Valuation Reduction for Environmental Issues**

C-K was not provided with and does not have information regarding the relationship of the purchase price to the fair market value of the property if the property was not affected by hazardous substances or petroleum products.

#### **4.6 Owner, Property Manager, and Occupant Information**

The current owner of the Site is Roy O. Martin Land Company. There are no occupants.

#### **4.7 Reason for Performing Phase I ESA**

The reason for performing this Phase I ESA investigation is to qualify for Limited Liability Protection to CERCLA liability and to identify potential environmental liabilities at the Site.

### **5.0 RECORDS REVIEW**

#### **5.1 Standard Environmental Record Sources**

C-K researched federal and state environmental databases to obtain and review records that may identify RECs in connection with the Site. The records reviewed pertain to the Site as well as properties within the ASTM approximate minimum search distance in order to help assess the likelihood of problems from migrating hazardous substances or petroleum products. The approximate minimum search distance was measured from the Site property boundary with no adjustments. Copies of the data generated by the database search are contained in **Appendix A**.

## 5.1.1 Federal Databases

### 5.1.1.1 NPL Sites

The National Priority List (NPL) Report, also known as the Superfund List, is a United States Environmental Protection Agency (USEPA) listing of uncontrolled or abandoned hazardous waste sites. The list is primarily based upon a score that the site receives from the USEPA's Hazardous Ranking System. These sites are targeted for possible long-term remedial action under the Superfund Act of 1980.

No NPL sites were identified within the approximate minimum search distance.

### 5.1.1.2 Delisted NPL Sites

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the USEPA uses to delete sites from the NPL where no further response is appropriate.

No delisted NPL sites were identified within the approximate minimum search distance.

### 5.1.1.3 CERCLIS

The Comprehensive Environmental Response, Compensation, and Liability Act Information System (CERCLIS) Database is a comprehensive listing of known or suspected uncontrolled or abandoned hazardous waste sites. These sites have either been investigated, or are currently under investigation by the USEPA for the release, or threatened release of hazardous substances. Once a site enters CERCLIS, it may be subjected to several levels of review and evaluation and ultimately placed on the NPL.

No CERCLIS sites were identified within the approximate minimum search distance.

### 5.1.1.4 CERCLIS NFRAP Sites

As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from the CERCLIS Database. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL

consideration. The USEPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so the USEPA does not needlessly repeat the investigation in the future. This policy change is part of the USEPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

No CERCLIS NFRAP sites were identified within the approximate minimum search distance.

#### 5.1.1.5 RCRA CORRACTS Facilities

Corrective Action Report (CORRACTS) identifies hazardous waste handlers with Resource Conservation Recovery Act (RCRA) corrective action activity. The RCRA corrective action program, enacted by the Hazardous and Solid Waste Amendments of 1984, is designed to identify and remedy environmental contamination at all facilities that hold hazardous waste permits under RCRA

No CORRACTS sites were identified within the approximate minimum search distance.

#### 5.1.1.6 RCRA Non-CORRACTS TSD Facilities

The USEPA's RCRA program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA facilities database is a compilation by the USEPA of facilities that report generation, storage, transportation, and treatment or disposal of hazardous waste.

No RCRA Information – Treatment, Storage, and Disposal (RCRA-TSD) sites were identified within the approximate minimum search distance.

#### 5.1.1.7 RCRA Generators

The USEPA RCRA database serves to track the status of registration, permits, reports, inspections, enforcement activities, and financial data of large quantity generators (LQG) and small quantity generators (SQG) regulated under RCRA.

No RCRA-LQG sites were identified within the approximate minimum search distance.

No RCRA-SQG sites were identified within the approximate minimum search distance.

#### 5.1.1.8 IC/EC Registries

The USEPA maintains a listing of sites with institutional or engineering controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

No IC/EC records were identified within the approximate minimum search distance.

#### 5.1.1.9 ERNS

The Emergency Response Notification System (ERNS) is a national computer database and retrieval system used to store information on releases of oil and hazardous substances. The ERNS consists of release notifications submitted to the National Response Center of the United States Coast Guard since 1987. The system contains preliminary information on specific releases, including the reported discharge, date of release, material released, cause of release, incident location, response actions taken, authorities notified, and affected environmental medium.

No ERNS records were identified within the approximate minimum search distance.

### 5.1.2 State Databases

#### 5.1.2.1 SHWS

The Louisiana Department of Environmental Quality (LDEQ) maintains a state equivalent of the federal CERCLIS list. Priority sites planned for cleanup using state funds are identified along with sites where cleanup will be paid for by potentially responsible parties. These sites may or may not be listed on the federal CERCLIS list.

No State Hazardous Waste Sites (SHWS) were identified within the approximate minimum search distance.

#### 5.1.2.2 SWF/LF

The Louisiana Solid Waste Facility/Landfill List (SWF/LF) report is a comprehensive listing of all permitted solid waste landfills operating in the state of Louisiana.

No SWF/LF sites were identified within the approximate minimum search distance.

#### 5.1.2.3 LUST

The LDEQ maintains a database for Leaking Underground Storage Tanks (LUSTs) in Louisiana. The database is a comprehensive listing of all reported active and remediated leaking underground storage tank cases within the state of Louisiana.

No LUST sites were identified within the approximate minimum search distance.

#### 5.1.2.4 UST

The LDEQ maintains a database for Underground Storage Tanks (USTs) in Louisiana. The database includes information such as tank identification number, owner, installation date, age, closure date, status, contents, capacity, material of construction, and location.

No UST sites were identified within the approximate minimum search distance.

#### 5.1.2.5 IC/EC Registries

The LDEQ maintains a list of sites that have institutional controls in place.

No IC/EC sites were identified within the approximate minimum search distance.

#### 5.1.2.6 VCP

The Voluntary Evaluation Program Sites (VCP) list includes all sites that have entered the Louisiana Department of Environmental Quality's Voluntary Remediation Program.

No VCP sites were identified within the approximate minimum search distance.



## 5.2 Additional Environmental Record Sources

Additional federal and state environmental record sources are not required per ASTM protocol, but are provided to enhance and supplement the federal and state sources identified above in Section 5.1. The list of these supplemental databases may be found in **Appendix A**.

No sites in the additional databases were identified within the search radius of the Site.

## 5.3 Physical Setting Sources

### 5.3.1 USGS 7.5 Minute Topographic Map

The most current United States Geological Survey (USGS) 7.5 Minute Series Topographic Map depicting the area in which the Site is located is the "POLLOCK, LA" 1999 Topographic Map (**Figure 1**). The average elevation of the Site is approximately 75 feet above NGVD. The general topographic gradient of the Site is downhill from south to north.

### 5.3.2 Soil Conservation Service Soil Map

According to the United States Department of Agriculture Soil Conservation Service, there are four general soil types present at the Site.

Guyton soils are of a silt loam texture. The hydrologic group is Class D, which indicates very slow infiltration rates. The soils are clayey and are classified as poorly drained.

Cahaba soils, Smithdale soils, and Ruston soils are all of a fine sandy loam texture. The hydrologic group is Class B, which indicates moderate infiltration rates. These soils are coarse and are classified as well drained.

## 5.4 Historical Use Information on the Property

C-K consulted historical sources to develop a history of the previous uses of the property and adjoining properties in order to help identify the likelihood of past uses having led to RECs in connection with the Site.

### 5.4.1 Aerial Photographs

C-K reviewed five aerial photographs with coverage of the Site (**Appendix B**).

The 1940 aerial photograph shows the Site and adjoining properties to the north and west to be heavily wooded. The adjoining property to the east has been cleared and improved and serves as 4-H property. Some of the

property south of Highway 8 is cleared, but shows no signs of visible improvements.

The 1950 aerial photograph shows the Site and adjoining properties much as they appeared in the previous photo. The Site and adjoining properties, which were forested in the previous photograph, appear to be more densely forested. The 4-H property and that across Highway 8 appear much as they had in the previous photograph.

The 1966 aerial photograph shows little change to either the Site or the adjoining properties since the previous photo.

Aerial photographs for the years 1998 and 2009 were also reviewed. These photographs show little changes to the Site or adjacent properties, and show no apparent evidence of structures or development.

#### 5.4.2 Fire Insurance Maps

Sanborn® Maps were not available for the Site (**Appendix C**).

#### 5.4.3 USGS Topographic Maps

Historical topographic maps were obtained with coverage of the Site (**Appendix D**).

Topographic maps dated 1958, 1985, 1999, and 2003 show the Site as wooded and undeveloped. The 4-H property east of the Site is shown with an access road and several structures. The general surrounding properties are wooded and sparsely developed.

## 6.0 SITE RECONNAISSANCE

Personnel of C-K visited the Site on July 21, 2010 in order to obtain information indicating the likelihood of RECs in connection with the Site. Photographs taken during the site reconnaissance are included in **Appendix E**.

### 6.1 Methodology and Limiting Conditions

The visit consisted of a visual survey of the Site and surrounding properties.

### 6.2 General Site Setting

The Site consists of an irregularly shaped property of approximately 10.557 acres and is forested and undeveloped. The Grant Walker 4-H Educational Center adjoins the Site along its eastern boundary. Big Creek bounds the Site along part of the northern boundary. A small unnamed creek bounds the Site along the remainder of the northern boundary and along the entire western boundary. Louisiana Highway 8 bounds the Site to the south.

#### Current Use of the Site

The Site is currently forested and undeveloped.

#### Past Use(s) of the Site

Historical aerial photography indicates that the Site has never been developed.

#### Current Uses of Adjoining Properties

The Grant Walker 4-H Educational Center adjoins the Site along its eastern boundary. Other adjoining properties are forested and undeveloped.

#### Past Uses of Adjoining Properties

Historical aerial photography indicates that adjoining properties have never been developed.

#### Current or Past Uses in the Surrounding Area

Properties in the surrounding area are rural, residential, or undeveloped.

#### Geologic, Hydrogeologic, Hydrologic, and Topographic Conditions

The Site is bounded by Big Creek to the north and a tributary of Big Creek to the west. The Site is generally sloped toward these waterways.

#### General Description of Structures

There are no structures on the Site.

#### Roads

Louisiana Highway 8 bounds the Site to the south. There are no interior roads.

#### Potable Water Supply

None was observed.

#### Sewage Disposal System

None was observed.

### **6.3 Exterior Observations**

#### Hazardous Substances and Petroleum Products in Connection with Identified Uses

None was observed.

#### Storage Tanks

None was observed.

Odors

None was observed.

Pools of Liquid

None was observed.

Drums

None was observed.

Hazardous Substance and Petroleum Products Containers

None was observed.

Unidentified Substance Containers

None was observed.

PCBs

None was observed.

Pits, Ponds, or Lagoons

None was observed.

Stained Soil or Pavement

None was observed.

Stressed Vegetation

None was observed.

Solid Waste

None was observed.

Waste Water

None was observed.

Wells

None was observed.

Septic Systems

None was observed.

**6.4 Interior Observations**

No structures were observed on the Site.

- The LSU Foundation and the LSU Property Foundation initially executed a contract for C-K to conduct a limited Phase I ESA which consisted of (1) a site reconnaissance, (2) a review of environmental database records for facilities located within one mile of the Site, (3) a review of historical aerial photographs, and (4) a letter report providing an opinion by C-K regarding any identified recognized environmental conditions (RECs) in association with the Site.
- Subsequently, the LSU Foundation and the LSU Property Foundation requested that C-K perform additional tasks to provide a Phase I ESA report meeting the current ASTM standard.

## **12.0 ADDITIONAL SERVICES**

No additional services beyond those stated in ASTM Standard Practice E 1527-05 were contracted for between C-K and the LSU Foundation and the LSU Property Foundation.

## **13.0 REFERENCES**

Environmental Data Resources, Inc. "EDR Historical Topographic Map Report" Inquiry Number 2821868.4. July 21, 2010.

Environmental Data Resources, Inc. "The EDR Radius Map Report with GeoCheck®" Inquiry Number 2821868.2s. July 20, 2010.

Louisiana State University, Department of Geography and Anthropology, Cartographic Information Center. Historical Aerial Photographs.

United States Geological Survey. "POLLOCK [LA]" 1:24,000 Topographic Map, 1999.

#### 14.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

"I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental professional as defined in §312.10 of 40 CFR 312.

"I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."



Amanda Barré  
Environmental Specialist



E. Christopher Warwick  
Senior Geologist

#### 15.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

Amanda Barré has twelve years of experience in the environmental field and has performed and reviewed numerous environmental studies. Ms. Barré has a Bachelor of Science degree in Plant Biology. A resume for Ms. Barré may be found in **Appendix F**.

Chris Warwick has eighteen years of experience in environmental and Geological/Hydrogeological work and has performed and reviewed numerous Phase I ESAs. Mr. Warwick has a Bachelor of Science degree in Geology. A resume for Mr. Warwick may be found in **Appendix F**.

**AMENDMENT TO**  
**ACT OF DONATION**

**STATE OF LOUISIANA**

**PARISH OF GRANT**

**BE IT KNOWN**, that on the date(s) indicated below;

**BEFORE ME**, the undersigned Notary(ies) Public, duly commissioned and qualified in and for the parish and state aforesaid, and in the presence of the undersigned competent witnesses:

**PERSONALLY CAME AND APPEARED:**

**ROY O. MARTIN LUMBER COMPANY, L.L.C.,**

a Louisiana limited liability company with principal offices located at 2189 Memorial Drive, Alexandria, Louisiana 71301, appearing herein through Jonathan E. Martin, its duly authorized Chairman, pursuant to the Consent recorded at Book 414, Page 276 in the conveyance records of Grant Parish (hereinafter the "Donor"); and

**LSU PROPERTY FOUNDATION,**

a Louisiana nonprofit corporation, qualified under Internal Revenue Code Section 501(c)(3) as a charitable organization, with principal offices located at 3838 West Lakeshore Drive, Baton Rouge, Louisiana 70808, appearing herein through Stephen Moret, its duly authorized CEO and President (hereinafter the "Foundation"),

who declare as follows:

On November 18, 2010, Donor did donate to the Foundation certain property (the "Land") more particularly described in an instrument entitled, "Act of Donation" (the "Act of Donation"), which is on file and of record as Reg. No. 148380, Donation Book Q, Page 74 of the official records of Grant Parish, Louisiana.

At the time of the donation of the Land and as set forth in specific provisions in the Act of Donation, the donation was made and accepted, subject to certain conditions as more particularly set forth in the Act of Donation.

One of the conditions in the Act of Donation (described in paragraph 4) provides that the Land shall, at Donor's option, revert to the Donor in the event that the construction of improvements on the Land has not commenced in good faith within five (5) years following the date the Act of Donation was fully executed and filed for record in the official records of the Clerk and Recorder of Mortgages in and for the Parish of Grant, Louisiana (the "Option Condition").

Donor hereby declares that it did not, and does not intend to, exercise its option under the Option Condition in the Act of Donation for the Land to revert back to Donor. In addition, Donor desires to delete the Option Condition in its entirety from the Act of Donation.

The parties hereto desire to amend the conditions of the donation of the Land by Donor to the Foundation, effective upon execution hereof, as more fully set forth herein.

ACCORDINGLY, the parties hereto agree that the following condition/provision shall be deleted in its entirety from the Act of Donation to remove any potential reversion of the Land to Donor for any reason, effective on and as of the execution hereof:

“4) The Land shall, at Donor’s option, revert to the Donor in the event that the construction of improvements on the Land has not been commenced in good faith within five (5) years following the date that this Act of Donation has been fully executed and filed for record in the official records of the Clerk and Recorder of Mortgages in and for the Parish of Grant, Louisiana.”

In addition, the parties hereto agree that all other conditions in the Act of Donation not amended/deleted herein shall remain in full force and effect.

THUS DONE AND SIGNED in Pollock, Louisiana, on the dates indicated, in the presence of the undersigned competent witnesses, who hereunto signed their names with the said Appearers and me, Notary, after a due reading of the whole.

WITNESSES:

*Araber Garcia*  
Jonathan E. Martin  
Print Name: Araber Garcia

ROY O. MARTIN LUMBER COMPANY,  
L.L.C.

*Jonathan E. Martin* 10/30/15  
By: Jonathan E. Martin, Date  
Chairman

*Charlene Anderson*  
Print Name: Charlene Anderson

*Chadwick E. McClurg*  
Chadwick E. McClurg (# 50118)  
NOTARY PUBLIC  
My Commission Expires AT DEATH



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the dates indicated, in the presence of the undersigned competent witnesses, who hereunto signed their names with the said Appearers and me, Notary, after a due reading of the whole.

WITNESSES:

LSU PROPERTY FOUNDATION

Kathleen Keen  
Print Name: Kathleen Keen

By: Stephen Moret 11/16/15  
Stephen Moret, Date  
Executive Director

James Harris  
Print Name: James Harris

Katie B. Bulot  
Katie B. Bulot, NOTARY PUBLIC  
Notary ID #59949  
My Commission Expires at my death





## Request to Extend Authorization to the President to Nominate Land to be Leased by the State Mineral Board

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.4 Any matter related to the assignment, sale, purchase, transfer, or donation of mineral rights in immovable property to or from the Board.

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

Currently, the President has authority to determine which land owned by the Board of Supervisors should be leased through the Louisiana State Mineral and Energy Board and which should be leased directly by the Board of Supervisors, pursuant to the provisions of La. R.S. 30:153.A. The Board first delegated such authority to the President by Resolution adopted on August 28, 2008 and extended by subsequent Resolutions adopted June 4, 2009, July 16, 2010, August 26, 2011, and April 17, 2013. The last Resolution adopted on April 17, 2013, extended the effective period of that Resolution through June 30, 2018.

The Resolution was initially adopted to simplify the process for leasing these lands for mineral exploration by allowing the Mineral Board to use its staff and expertise to reach the broadest number of potential bidders, increasing the potential financial return of any resulting leases. LSU staff have determined that this remains the most appropriate and cost-efficient method of handling these matters. LSU utilizes a faculty member who is an expert in this area to evaluate potential land for leasing and establish minimum requirements for such bids.

This Resolution will extend the effective period through June 30, 2023. It continues all other terms of the prior resolutions.

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

N/A

### **3. Fiscal Impact**

N/A.

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

N/A.

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

N/A

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

N/A

**7. Related Transactions**

N/A

**8. Conflicts of Interest**

None.

**ATTACHMENTS**

- I. Transmittal Memo

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in legal session convened that, it does hereby delegate authority for determining which land should be leased through the Mineral and Energy Board to its President.

**BE IT FURTHER RESOLVED** pursuant to the provisions of La. R.S. 30:153.A, it does hereby authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, on behalf of said Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, to accept nominations and advertise for oil, gas and mineral leases, accept bids, award and execute oil, gas, and mineral leases, on such specific tracts of land as may be hereinafter designated in writing by its President with the written concurrence of the Chair of the Board of Supervisors.

**BE IT FURTHER RESOLVED** that this Resolution shall remain in effect until June 30, 2023, unless sooner revoked by the Board, in which case this Resolution shall remain in effect until written notice of such revocation is provided to the State Mineral and Energy Board or the Secretary of the Department of Natural Resources.

**BE IT FURTHER RESOLVED** that the President shall notify the members of the Board of Supervisors prior to taking any action pursuant to the authority granted herein, provided that failure to provide such notice with the written concurrence of the Chair of the Board of Supervisors shall not affect the validity of any such actions taken by the President.



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**CAMPUS CORRESPONDENCE**

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**To:** Daniel T. Layzell, Vice President for  
Finance & Administration / CFO **Date:** June 1, 2018

**Through:** Tony Lombardo, Associate Vice President for  
Facilities & Property Oversight

**From:** Patrick H. Martin, V, Assistant Vice President for  
Real Estate, Public Partnerships, and Compliance

**Re:** Board of Supervisors Agenda, June 29, 2018 Meeting  
Request to Extend Authorization to the President to Nominate Land to be Leased by the  
State Mineral Board

Pursuant to the provisions of La. R.S. 30:153.A the Board has by previous Resolution delegated to the President authority for determining which land owned by the Board of Supervisors should be leased through the Louisiana State Mineral and Energy Board and which should be leased directly by the Board of Supervisors. The last Resolution adopted on April 17, 2013, extended the effective period of that Resolution through June 30, 2018.

It is therefore requested that proposed Resolution extending the authorization for another five years through June 30, 2023 be placed on the agenda for the June 29, 2018, meeting of the Board of Supervisors.



**Request from LSU AgCenter to Execute a Lease Agreement to Participate in BREC's Capital Area Pathways Project at the Burden Center Botanic Garden, East Baton Rouge Parish, Louisiana**

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.3 Lease Immovable Property

**1. Summary of the Matter**

BREC's Capital Area Pathways Project (CAPP) is an initiative to identify routes and build a network of connecting trails and greenways throughout East Baton Rouge Parish.

The current phase is focused on a section from Essen Lane to tie in at the Essen Lane bridge to Burden Museum and Gardens and Our Lady of the Lake Hospital. This section of the Health Loop is a combined effort of BREC, Baton Rouge Health District, Our Lady of the Lake Hospital and the LSU AgCenter Botanic Gardens. BREC is responsible for coordinating, implementing and maintaining this section of the trail. A feasibility study has been conducted by BREC and it was determined that the proposed route along the south side of Ward Creek and Our Lady of the Lake Hospital is not suitable for implementing the trail due to the geography along Ward Creek. Thus, BREC has proposed that moving the trail to the north side of Ward Creek, Burden Museum & Gardens, where the geography is more suitable to implement the trail. This will also provide easier access for visitors to Burden Museum & Gardens via a non-vehicular route and great connectivity to the facility. (See Attachment II, Exhibit A, Conceptual Plan for proposed Health Loop Trail connectivity to Burden Museum & Gardens.)

Due to similarities in our missions, BREC and LSU have partnered on many other programs and projects such as student and faculty programs at the Baton Rouge Zoo, Farr Equestrian Center, and Milford Wampold Memorial Park on University Lake and a similar such section of multiuse trail through Pennington Biomedical Research Center's campus.

Maintenance of the Health Loop Trail system are the responsibility of BREC with exception to the trail connecting the Health Loop Trail to the Burden Museum & Gardens Welcome Center which will be the responsibility of the LSU AgCenter Botanic Gardens. A security gate will be installed at the point where the Health Loop Trail connects to the trail to the Burden Museum & Gardens Welcome Center which will be controlled and secured by the LSU AgCenter Botanic Gardens.

**2. Review of Business Plan**

N/A

**3. Fiscal Impact**

N/A.

**4. Description of Competitive Process**

N/A.

**5. Review of Legal Documents**

N/A.

**6. Parties of Interest**

LSU Ag Center Burden Center  
BREC – the Recreation and Park Commission for East Baton Rouge Parish

**7. Related Transactions**

N/A

**8. Conflicts of Interest**

None.

**ATTACHMENTS**

- I. Transmittal Letter
- II. Lease Agreement Draft including Exhibits

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, at his sole discretion, to accept or renounce, in whole or in part, and subject to a satisfactory completion of any regulatory or environmental requirements, the inclusion of the LSU AgCenter Burden Botanic Gardens participation in BREC's Capital Area Pathways Project, and to execute any and all documents necessary to effectuate any such acceptance.

**BE IT FURTHER RESOLVED** F. King Alexander, President of Louisiana State University, or his designee, is authorized to execute any and all agreements related to this participation in order to protect the interests of the Louisiana State University Board of Supervisors and the Louisiana State University Agricultural Center.



June 1, 2018

**Office of Facilities Planning**  
 210 J. Norman Efferson Hall  
 110 LSU Union Square  
 Baton Rouge, LA 70803-0106  
 Phone: (225) 578-8731  
 Fax: (225) 578-7351

To: F. King Alexander, President  
 Office of the President  
 3810 West Lakeshore Drive  
 Baton Rouge, LA 70808

RE: **Significant Board Matter**  
 Lease Agreement  
 LSU Botanic Garden  
 East Baton Rouge Parish  
 Baton Rouge, Louisiana

LSU AgCenter is requesting board approval for land lease agreement between LSU and BREC Parks & Recreation for multi-use pathway through LSU AgCenter Botanic Gardens. Pathway will span approximately 2400 feet of the south edge of LSU property and will be approximately 15 feet wide. Pathway will be part of BREC's Capital Area Pathways Project (CAPP) a network of multi-use trails and pathways linking points of interest throughout the Baton Rouge area.

The LSU AgCenter supports this endeavor as it will increase visitor access to the Botanic Gardens and Burden Museum and will expand community outreach by enabling additional cooperation extension opportunities. Further, construction and management of the proposed trail will not negatively impact current operations at either location.

The AgCenter is further requesting the Board of Supervisors to authorize and empower you at this time to sign any subsequent agreement(s) regarding this stretch of property at the **LSU AgCenter Botanic Gardens** which you believe is in the best interest of LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors **June 29<sup>th</sup> 2018** meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 9 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson  
 Vice President for Agriculture  
 Dean of the College of Agriculture  
 and Chalkley Family Endowed Chair

**Attachments**

xc: Ms. Ann Coulon  
 Mr. Patrick Martin  
 Mr. Dale G. Frederick  
 Dr. Rogers Leonard  
 Dr. Wade Baumgartner

## Lease

This Lease Agreement (“Lease”) is made and entered into and is effect this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, on behalf of Louisiana State University and Agricultural and Mechanical College at Baton Rouge (herein "LSU") herein **represented** by its duly authorized representative, **F. King Alexander**, President of the LSU System;

and

RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE (herein “BREC”) represented herein by its **Superintendent Carolyn McKnight**, by virtue of a resolution of the BREC Commission, a copy of which is attached hereto **and made** a part hereof for reference.

### WITNESSETH

WHEREAS, a successful multi-use **path** that connects Essen Lane to Burden Museum and Gardens and Our Lady of the Lake Hospital is beneficial to LSU, BREC and the many citizens **that these institutions serve**;

WHEREAS, BREC has already **constructed** nearly two miles of the 7.3 mile Medical Loop that will **connect** Our Lady of the Lake Regional Medical Center, Baton Rouge General Medical Center, Ochsner Health Center, Mall of Louisiana, The Grove, Perkins Rowe, LSU Health Surgical Center and many other commercial and residential areas;

WHEREAS, LSU has the authority to enter into this Lease with BREC, which is a public body and a **political subdivision** of the State, pursuant to the provisions of La. R.S. 41:1291 and La. R.S. 17:3361.

NOW, THEREFORE, BREC and LSU enter into this Lease Agreement to continue to allow BREC use of the Premises for a term of twenty (20) years from the Effective Date of this Lease, as follows:

### I. PREMISES

LSU hereby leases to BREC for the term and upon the other terms and conditions herein set forth, the following described property ("Premises"):



A linear site along the north side of Ward Creek, from the eastern boundary of Burden Botanic Gardens and City of Baton Rouge property near Essen to western boundary of Burden Botanic Gardens on Ward Creek. A boundary survey will be submitted for LSU approval.

## II. TERM

The term of this Lease shall be for a term of twenty (20) years, commencing on the Effective Date; provided, however, this Lease may be extended upon the mutual agreement of the parties. If no action is taken by either party prior to the expiration of this initial term, then this Lease shall be continued on a month-to-month basis under the same terms and conditions as herein specified, until either party gives notice of termination of the Lease to the other.

## III. RENT

The consideration for this Lease is BREC's agreement to build the multi-use path on the Premises as provided herein, which shall provide a substantial benefit to LSU and its faculty, staff, and students and the other conditions and terms hereof. No other rent shall be owed by BREC.

## IV. WARRANTY

LSU warrants only title to the Premises.

## V. USE OF PREMISES

BREC shall have use of the Premises subject to the terms and conditions hereinafter stated.

- A. During the term of this Lease, BREC shall build the multi-use path and maintain it in a safe and useable condition.
- B. In Addition to any other rights LSU may have, LSU reserves the right to terminate this Lease immediately if: (1) approved plans are subsequently modified, rewritten or changed in any material fashion without LSU's written approval, which approval shall not be unreasonably withheld, or (2) the work planned in paragraph IV.A. above is not completed in accordance with approved plans and specifications within three (3) years after the Effective Date of this Lease.
- C. LSU reserves the right to use the Premises at all times for instructional purposes. Such uses shall be in accordance with park polices.
- D. The Premises shall not be used principally for a commercial, recreational enterprise for profit as contemplated by La. R.S. 9:2791. The Premises shall at all times be used as a public park for recreational purposes as contemplated by La. R.S. 9:2795.E(2). To the extent these uses do not deprive LSU or BREC of the protections of the limitations of liability offered by La. R.S. 9:2791 and La. R.S. 9:2795, they shall be allowed to continue.

## VI. IMPROVEMENTS

At its sole cost and expense, BREC may make changes, alterations, modifications and improvements (herein "Improvements ") to the Premises as may be desirable in adapting the Premises to BREC's use as defined in Paragraph V, above; provided, however, BREC shall not construct any improvements on the Premises, or make any modifications or alterations thereto, which are not in conformance with the prior approved Plan. BREC shall construct any Improvements in accordance with the following provisions:

- A. **Plans and Specifications/Change Orders.** At least thirty (30) days prior to commencement of any construction, final plans and specifications shall be delivered to the President for the LSU System or his designee (the "LSU Representative") for review. The LSU Representative shall approve or disapprove such plans and specifications within thirty (30) days of receipt thereof. Any request for change orders to the plans and specifications which would result in a change in cost of more than \$10,000, and any request for a change to the construction contract shall be made to the LSU Representative, who shall approve or disapprove such request within seven (7) business days of receipt thereof. In either case, approval shall not be unreasonably withheld, and failure to disapprove within the time limit shall constitute approval.
- B. **Contract with Contractor.** The Work shall be performed on behalf of BREC, pursuant to written contracts between BREC and a contractor or contractors. LSU and BREC hereby acknowledge the following, and, to the extent practically and legally possible, the contract between BREC and any contractor or contractors and all subcontracts entered into by the general contractor shall acknowledge expressly that they have been informed of the following:
- i. The Work will be performed solely and exclusively for BREC.
  - ii. BREC is a separate legal entity from LSU. Neither BREC nor LSU are acting as agents for the other, and neither has any authority to obligate the other to any extent whatsoever.
  - iii. Neither LSU 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. BREC has no ownership interest in the Premises on which the Work will be performed. The Work shall not give rise to any rights against the Improvements or LSU.

- C. Compliance with Codes. All construction undertaken by the BREC hereunder shall be in conformance with all applicable laws, statutes, codes, rules and regulations, and applicable amendments thereto, including but not limited to the 2006 International Building Code with revisions, and all other future revisions, ANSI-A 117.1 1986 or the then current and future editions, the most recently adopted edition of the NFPA 101 Life Safety Code, the Americans with Disabilities Act, and all local and state uniform building codes.
- D. Performance Bond. BREC shall require that the contractor provide a performance and labor and materials ~~payment~~ bond with a corporate surety authorized to do business in ~~the~~ State of Louisiana. Said bond shall be for the greater of the full amount ~~of the~~ contract price or the amount of the guaranteed maximum price of ~~the~~ Work. Both BREC and LSU shall be obligees under the bond.
- E. Signage. BREC shall ~~only~~ permit typical park signage. Before erecting or placing any sign larger than four (4) square feet, BREC shall submit the design specifications of such sign to ~~the~~ LSU Representative for approval. LSU shall ~~have seven (7) business days~~ from receipt of such specifications to approve or ~~disapprove~~ such signage. Approval shall not be unreasonably ~~withheld~~, and failure to ~~disapprove~~ within the time limit shall constitute approval.
- F. Inspection and -Survey. BREC shall ~~inspect~~ Premises and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. LSU does not warrant that Premises is suitable for construction of ~~the~~ Improvements. BREC accepts the Premises in their present condition.
- G. No Liens; Release of Recorded Liens. BREC shall not suffer or permit any liens to be enforced against the Premises or LSU by reason of a failure to pay for any work, labor, services or materials supplied to BREC. If any such liens shall be recorded against the Premises, BREC shall cause the same to be released of record, or in the alternative, if the BREC in good faith desires to contest the same, BREC shall be privileged to do so, but in such case, BREC shall promptly deposit with the Recorder of Mortgages of East Baton Rouge Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of LSU's choice and save LSU 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.
- H. Acceptance of Construction. Upon substantial completion of the Work, but prior to final acceptance of the Work, BREC shall notify the LSU Representative and allow LSU an opportunity to inspect the Work. BREC

shall reasonably consider LSU's evaluation of the Work and suggestions for punch list items prior to accepting the Work and making final payment therefor.

- I. Title to Improvements. At the final termination of this Lease, upon the expiration of the Term and any mutual agreements to extend the Term, any improvements placed on or to the Premises shall become the property of LSU, at no expense to LSU.

**VII. INSURANCE**

- A. Insurance. During the Work BREC shall require its contractor to maintain the following insurance for the duration of the construction contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the contractor, its agents, representatives, employees or subcontractors in the following types and amounts:

TYPE	AMOUNT:
<p>(1) Commercial General Liability Insurance for the following where <i>the exposure exists</i>:</p> <ul style="list-style-type: none"> <li>(a) premises-operations</li> <li>(b) broad form contractual liability</li> <li>(c) products/completed operations</li> <li>(d) use of contractors and subcontractors</li> <li>(e) personal injury (bodily injury and death)</li> <li>(f) broad form property damage</li> <li>(g) explosion, collapse and underground property damage</li> <li>(h) independent contractors</li> <li>(i) sprinkler leakage legal liability</li> <li>(j) water damage legal liability</li> </ul>	<p>Coverage in an amount not less than:</p> <p>\$2,000,000.00 Per Occurrence;            \$2,000,000.00 General Aggregate; and            \$5,000,000.00 Products &amp; Completed Operations Aggregate; less a commercially reasonable deductible.            "Claims Made" form is not acceptable.</p>
<p>2) Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles, and non-owned automobiles;</p>	<p>Combined single limit of \$2,000,000.00 per occurrence</p>
<p>(3) Worker's Compensation &amp; Employers Liability Insurance</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.</p>

- B. Any deductibles or self-insured retentions must be declared to and approved by LSU, which approval shall not be unreasonably withheld. On the general liability coverage, LSU, its officers, officials, employees, and agents are to be added as "Additional Insureds" as respects liability arising out of activities performed by or on behalf of the contractor. The coverage shall contain no special limitations on the scope of protection afforded to LSU, its officers, officials, employees, or agents. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. For the worker's compensation and employer's liability coverage, the insurer shall agree to waive all rights of subrogation against LSU, its officers, officials, employees and agents for losses arising from work performed by the contractor for BREC. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- D. Insurance is to be placed with insurers with a Best's rating of A+ or higher. This rating requirement may be waived for worker's compensation coverage only. LSU reserves the right to require complete, certified copies of all required insurance policies at any time.
- E. LSU shall be provided a certificate of insurance or equivalent, as determined by LSU, which demonstrates the existence of the required insurance coverages.

## VIII. MAINTENANCE

LSU shall owe BREC no repairs or improvements during the term of this Lease. BREC expressly agrees to be responsible for all repairs to and maintenance of the Premises and keep same in good condition and in good order.

## IX. ASSIGNMENT AND SUBLEASE

BREC shall not have the right to sublease and/or assign any portion of the Premises nor assign, otherwise transfer, pledge or mortgage this Lease or any interest therein, without the written permission of LSU. LSU shall not have the right to sublease and/or assign any portion of the Premises nor assign, otherwise transfer, pledge or mortgage this Lease or any interest therein, without the written permission of BREC.

## **X. PERMITS**

BREC hereby agrees to comply with any and all lawful ordinances and regulations pertaining to the modification of and to the Premises and shall obtain all necessary licenses or permits which may be required by any municipal ordinances, state laws or regulations, governmental authorities, or otherwise, and shall pay all fees in connection therewith, as well as fees imposed by reason of inspection of the Premises or the equipment situated thereon.

## **XI. INDEMNITY**

BREC has examined the Premises and accepts **them as is**. BREC agrees at its sole cost and expense to pay, protect and indemnify and to save LSU **harmless** against and from any and all responsibility and claims whatsoever **for** damages to or on behalf of any person whomsoever or to the property of BREC **or others** arising from **the** use, condition or upkeep and the maintenance of the Premises **by** BREC or by BREC's agents, employees, contractors, licensees, assignees, or permittees of any of the rights **granted** herein, except to the extent caused by the gross negligence or **willful** misconduct of LSU, its agents, officers, employees, or contractors. Pursuant to **the** provisions of the Louisiana Revised Statutes 9:3221, BREC expressly releases LSU **of** all and any liability for injuries or damages caused by any vice or defect of the Premises, and to any occupant, or to anyone on the Premises. BREC expressly assumes **all** such liability, agreeing to indemnify LSU and hold LSU **harmless** from any damages (**including** reasonable attorney's fees) for injuries to any person or persons whomsoever, or to the property of any persons whomsoever arising out of **the** occupancy, use, recreational use, condition or state of repair of the Premises, **including** loss or damage which was contributed to by the condition of the Premises, except to **the** extent caused by **the** gross negligence or willful misconduct of LSU, its agents, officers, employees, or contractors.

## **XII. DEFAULT**

- A. In the event of a default by either party, then the defaulting party shall be responsible for all damages incurred by the non-defaulting party as a result of the default, **including** attorney's fees and costs of litigation. In the event of a default hereunder, both parties shall also have the right to demand specific performance of the Agreement. No delay or omission in the exercise of any right or remedy accruing to either party under this Agreement shall impair any such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver of any condition, term or covenant or any subsequent breach thereof by either party shall not be deemed a waiver of any other term, covenant or condition herein contained by either party. In the event that a party institutes litigation based on a claim that the other party is in default, and a court of competent jurisdiction subsequently determines that there was no default, then the initiator of the litigation shall be responsible for all damages incurred by the other party as a result of the unsuccessful claim, including attorney's fees and costs of litigation.

- B. Notice of default must be given timely to the other party by the party alleging default. The party alleged to be in default shall have 60 days from its receipt of this notice to cure any default and shall not be liable for any damages or attorney's fees in the event that the default is cured within that time period.

### **XIII. RESERVATION OF MINERALS**

LSU reserves unto itself the right to all of the oil, gas and other minerals on and under the Premises.

### **XIV. NOTICES**

All notices required herein to be sent shall be deemed to be properly given if and when sent by United States Mail, registered or certified, directed to the respective parties hereto, at the following addresses:

LSU  
Board of Supervisors of  
Louisiana State University  
and Agricultural and Mechanical College  
Attention: President  
Louisiana State University System  
107 University Administration Building  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

BREC  
6201 Florida Boulevard  
Baton Rouge, LA 70806  
Attention: Superintendent

With a copy to:

LSU AgCenter Facilities Planning  
Attention: Director  
210A J. Norman Efferson Hall  
Baton Rouge, LA 70803

Changes of address should be sent certified mail.

#### **XIV. ENTIRE AGREEMENT**

This Lease contains the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing signed by the parties hereto, and shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of the respective parties. In the event that the obligations of either party under this Lease shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining obligations of the parties shall not in any way be affected or impaired thereby.

#### **XV. RELATIONSHIP**

Nothing in this Lease shall be deemed or construed by the parties hereto or by any third party as creating a relationship of employer and employee, or principal and agent, between the parties hereto. LSU is not a political subdivision, agency or instrumentality of BREC. Nothing herein shall be construed to authorize BREC to employ persons as employees of LSU, nor shall LSU be required to employ any such persons in connection with this Lease. All personnel supplied or used by BREC shall be their employees or contractors and shall not be employees or contractors of LSU. No LSU benefits shall be available to BREC personnel and no BREC benefits shall be available to LSU personnel. BREC and LSU shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security withholdings, and all other regulations governing such matters and shall be solely responsible for their subordinates and employees.

#### **XVI. USE OF NAME**

Neither party shall make use of the other's name, marks or logos without its prior written consent.

#### **XVII. ATTACHMENTS**

The following is a complete list of attachments included as part of this document.

Exhibit "A" Health Loop Trail Conceptual Plan

Exhibit "B" Map of Health Loop Trail at Burden Museum and Gardens



THUS DONE, READ AND SIGNED, in multiple originals, on the date first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names opposite those of the parties.

WITNESSES:

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

F. King Alexander, President  
Louisiana State University System

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**RECREATION AND PARK COMMISSION  
FOR THE PARISH OF EAST BATON ROUGE**

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

Carolyn McKnight  
Superintendent

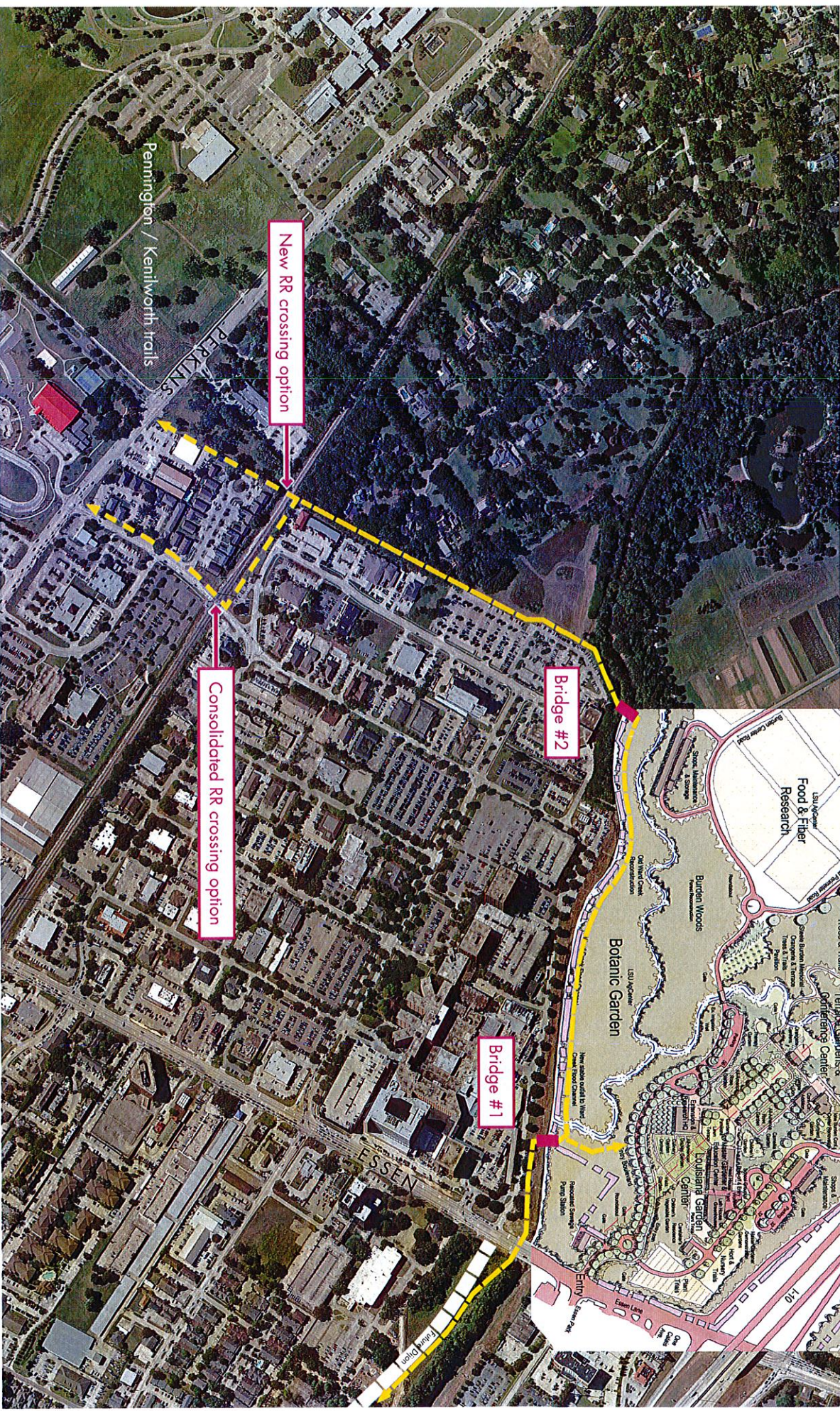
\_\_\_\_\_

Printed Name: \_\_\_\_\_



# Exhibit B

Burden Center  
Master Plan November 1, 2009  
0 100 200 400  
Scale bar and north arrow





## **Request from LSU Shreveport to Authorize the Purchase of Radio Station KPXI as Part of the Red River Radio Public Radio Network**

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

**Date: June 29, 2018**

This is a significant board matter pursuant to Bylaws Art. VII, Section 9:

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

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

At its February 2, 2018 meeting the Board of Supervisors authorized LSU Shreveport to investigate the purchase of Radio Station KPXI to become part of its Red River Radio Network. The Red River Radio Network is a public radio network established in 1984 and is licensed to the Board of Supervisors of Louisiana State University with studios and offices housed on the LSU Shreveport campus. Red River Radio (RRR) is non-commercial and funded by individual members, corporations and businesses, the Corporation of Public Broadcasting and numerous foundations. RRR broadcasts to a geographic region with a population of over two million people in Louisiana, East Texas, West Mississippi, and South Arkansas and contributes to the development of listeners by conveying the rich and diverse cultural heritage of our society by presenting it and making it known while also preserving it for generations to come. Current Stations include KDAQ – Shreveport, LA; KLSA- Alexandria, LA; KLDN – Lufkin, TX; KBSA – El Dorado, AR; and Translator K214CE- Grambling, LA.

Radio Station KPXI is currently a commercial station serving the Tyler, TX region. This region does not have a full power public radio station and is on the fringe of KDAQ and KLDN. The acquired station would operate as a repeater of KDAQ and the RRR network and would allow access to the Tyler and Kilgore, TX markets.

LSU Shreveport has come to terms with the owner of KPXI and request authority to enter into a purchase agreement and eventual Act of Sale for \$350,000.00 to purchase KPXI (FM), Broadcast Station License in File Number BLH-20020529ABI in Overton, TX. In addition to the license, tangible property including a Transmitter Building and all contents thereof and 164 meters (AGL) freestanding or guyed Tower registered under ASRN 1058874 are included. RRR would assume the current ground lease agreement.

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

Red River Radio is funded solely through contributions, donations, grants and foundations and currently has the operating funds to cover the costs of financing the purchase and covering the monthly ground lease payment. RRR would internally finance the purchase through the LSU A&M campus over a 10-year period based upon agreed upon finance rates. Attached are the following documents: Draft Asset Purchase Agreement, Ground Lease, Fowler Overton Final Appraisal, Site Inspection KPXI-FM 2018, and Inspection of KPXI-FM 2012.

### **3. Fiscal Impact**

The purchase of KPXI will be financed internally by LSU A&M campus and repaid by RRR through operating funds obtained from contributions, donations, and grants and foundations.

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

A competitive process is not applicable to this situation.

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

The draft Asset Purchase Agreement has been reviewed by the LSU Office of General Counsel and by our outside counsel, Margaret Miller, Partner with Gray Miller Persh LLP. Margaret Miller's specialty is broadcast law, particularly for non-commercial and university stations. The final purchase agreement as well as the Act of Sale, will be reviewed for final changes by the Office of the General Counsel prior to signatures by the President.

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

LSU Shreveport  
LSU A&M  
Red River Radio (RRR) Public Radio Network  
Hanzen Broadcasting, Inc.

#### **7. Related Transactions**

None.

#### **8. Conflicts of Interest**

None.

### **ATTACHMENTS**

- I. Draft Asset Purchase Agreement
- II. Ground Lease
- III. Fowler Overton Final Appraisal
- IV. Site Inspection KPXI-FM – Year 2018
- V. Site Inspection KPXI-FM – Year 2012

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, or his designee to execute a Purchase Agreement and subsequent Act of Sale., including in such agreement those terms and conditions which the President deems to be in the best interests of LSU.

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of this \_\_\_ day of June, 2018, by and between and Hanszen Broadcasting, Inc., a for-profit corporation organized in the State of Texas (“**Seller**”), and the Board of Supervisors, Louisiana State University and A&M College, the board constitutionally empowered to supervise and manage Louisiana State University, Shreveport, dba Red River Radio (“**Buyer**”).

### W I T N E S S E T H:

WHEREAS, Seller is the Federal Communications Commission (“**FCC**”) licensee of FM Radio Station KPXI(FM), Overton, Texas, FCC Facility Identification Number 29916 (“the “**Station**”); and

WHEREAS, Seller desires to sell the FCC Authorizations and certain related assets of the Station to Buyer, and Buyer desires to purchase the FCC Authorizations and certain related assets of the Station from Seller upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assets Transferred. Subject to the approval of the FCC and to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase only the following assets (collectively the “**Assets**”), all free and clear of liens, mortgages and encumbrances of any nature whatsoever:

(a) FCC Authorizations. The authorizations issued by the FCC to Seller in connection with the business or operations of the Station, as listed in Schedule 1(a) hereto, together with any additional authorizations or licenses issued by the FCC with respect to the operation of the Station between the date hereof and the Closing Date (the “**FCC Authorizations**”);

(b) Tangible Assets. The personal property used exclusively in the operation of the Station, including the communications tower registered under ASRN 1058874 (the “**Tower**”), all as listed in Schedule 1(b) hereto, together with any replacements thereof made between the date of this Agreement and the Closing Date (the “**Tangible Assets**”);

(c) Ground Lease Agreement. The ground lease agreement between E.E. Guthrie, Lynn Guthrie and Gary Guthrie and Sunburst Media, LP., dated January 1, 1999 for the 1.343 acre tract of land on which the tower (in FCC Antenna Structure Registration No. 1058874) and transmission facilities for the Station are located, as set forth in Schedule 1(c) hereto (“**Lease Agreement**”); and

(d) Assumed Contracts. All contracts, leases and other agreements, written or oral, to which Seller is a party or which are binding upon Seller and which relate to or affect the Assets or the business or operations of the Station, and that Buyer has agreed in writing to assume upon its purchase of the Station, as listed in Schedule 1(d) hereto, and other contracts

entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume; and

(e) Records. All records required by the FCC to be created and retained by the Station, , software, warranties, engineering studies, and business records that relate to or affect the Assets or the operation of the Station and that are within Seller's possession and control, excluding the contents of the Station's public inspection files.

2. Excluded Assets. Without limiting the foregoing, the Assets shall not include the following excluded assets ("**Excluded Assets**"):

(a) Any assets located at the current studio facilities located at 1101 Kilgore Dr., Henderson, Texas 75652, or used in common by any other Seller radio station, except those specifically listed in Schedule 1(b); and

(b) Any employment contracts or obligations regarding any personnel working at or for the Station prior to the Closing Date; and

(c) Contracts of insurance or insurance proceeds and insurance claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date; and

(d) The Station's website and website address and any social media accounts related to the Station or any of its on-air personalities; and

(e) All Seller's assets and other property or leasehold interests not referenced in *Section 1(a) to (e)* above including all accounts receivable attributable to any period prior to the Closing Date and all deposits and prepaid expenses except to the extent Seller receives a credit under Section 3(c) below.

Seller shall convey and transfer to Buyer good and marketable title to the Assets free and clear of liens or encumbrances, except for liens for taxes not yet due and payable and liens, previously disclosed to Buyer, that will be released at or prior to Closing (collectively, "**Permitted Liens**").

3. Consideration. The consideration for this Agreement shall consist of a purchase price ("**Purchase Price**") for the Assets in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) paid by Buyer to Seller as follows:

(a) At Closing Buyer shall pay Seller the total Purchase Price, subject to any adjustments pursuant to Section 3(b) below.

(b) Prorations. All of Seller's pre-paid expenses shall be prorated between Buyer and Seller as of the Closing Date. For the avoidance of doubt, such prorations shall include all utility expenses, property taxes, rents and similar prepaid items (for which Buyer receives the benefit).

(c) Allocation of the Purchase Price. Seller may allocate the Purchase Price as reasonably determined by Seller for Seller's own reporting purposes in connection with federal, state and local income and, to the extent permitted under applicable law, franchise taxes. Seller shall report such allocation to the Internal Revenue Service in the form required by Treasury Regulation § 1.1060-1T. Seller's allocation of purchase price is not binding upon Buyer.

4. Liabilities Assumed and Excluded.

(a) Assumed Liabilities. Upon the Closing, Buyer shall assume, pay, and perform the liabilities and obligations of Seller arising on and after the Closing Date under the Lease Agreement, Assumed Contracts and the FCC Authorizations (the "**Assumed Liabilities**").

(b) Excluded Liabilities. Except for the Assumed Liabilities, Buyer does not assume nor shall Buyer be obligated for any other liabilities, obligations or responsibilities whatsoever of Seller or arising from or related to Seller's operation of the Station through the Closing Date (the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, Seller shall retain and perform all obligations and liabilities related to any employees providing services to the Station, incurred on or prior to the Closing Date, including, without limitation, any obligations that may arise as the result of the consummation of the transactions contemplated by this Agreement.

5. Pre-Closing Covenants.

(a) Seller's Pre-Closing Covenants.

(i) From the date of this Agreement to the Closing Date, Seller will continue to operate the Station in the ordinary course of business and will not take any action that could reasonably be expected to have a material adverse effect on the Assets or the Station or Buyer's rights and interests under this Agreement.

(ii) From the date of this Agreement to the Closing Date, Seller will (A) maintain, preserve and keep the Assets and technical facilities of the Station in good repair, working order and condition, reasonable wear and tear excepted; (B) maintain appropriate insurance on the Assets, (C) pay all liabilities and obligations pertaining to the Station, the Assets and technical facilities of the Station that become due and payable in the ordinary course of business, including all taxes, assessments and government charges upon or against the Assets or the technical facilities or operations of the Station; and (D) comply in all material respects with all statutes, rules and regulations applicable to the Assets or the operation of the Station.

(iii) Seller will not, without the prior written consent of Buyer, other than in the ordinary course of Seller's business and which consent shall not be unreasonably withheld or delayed and which shall be deemed denied if Buyer does not timely respond to Seller's request: (A) make any sale, assignment, transfer, or other conveyance of any of the Assets; (B) subject any of the Assets or any part thereof to any mortgage, pledge, security interest, or lien; or (C) enter into any agreement, license, lease or other arrangements with respect to the Station or the Assets, or amend any existing agreements, licenses or leases with respect thereto.



(iv) Seller shall not cause or permit, by any act or failure to act, any of the FCC Authorizations to expire or to be revoked, suspended, or modified, or take any action that would reasonably be expected to cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of any of the authorizations issued for the operation of the Station. Seller shall not fail to prosecute with reasonable diligence any applications to any governmental authority necessary for the continued operation of the Station.

(v) Seller shall use its commercially reasonable efforts not to (A) default under, or breach any term of, or suffer or permit to exist any condition, that would constitute a default under the Lease Agreement or the Assumed Contracts, nor (B) cause the termination, modification or amendment of the Lease Agreement and Assumed Contracts. Unless Buyer shall have given its prior written consent, Seller shall not enter into any new contract or incur any obligation that will be binding on Buyer after the Closing.

(vi) Seller shall not take any action that is inconsistent with its obligations under this Agreement that could reasonably be expected to cause any of its representations or warranties set forth herein to be untrue as of Closing in any material respect, or that could hinder or delay the consummation of the transactions contemplated by this Agreement. Seller shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof.

(vii) Notwithstanding any provision of this Agreement, pending the Closing, Seller shall maintain actual (*de facto*) and legal (*de jure*) control over the Station. Seller shall retain responsibility for the operation of the Station pending the Closing, including responsibility for: ultimate control of the daily operation of the Station, including its programming; creation and implementation of policy decisions; employment and supervision of Seller's employees; and payment of expenses incurred in the operation of the Station prior to the Closing.

(b) Buyer's Pre-Closing Covenants.

(i) Buyer shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof.

(ii) Buyer shall not take any action that is inconsistent with its obligations under this Agreement that could reasonably be expected to cause any of its representations or warranties set forth herein to be untrue as of Closing in any material respect, or that could hinder or delay the consummation of the transactions contemplated by this Agreement. Buyer shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof.

6. FCC Approval.

(a) FCC Approval Required. Consummation of the sale (the "**Closing**") is conditioned upon the FCC having given its consent in writing to the assignment from Seller to Buyer of all FCC Authorizations (the "**FCC Approval**") and, at Buyer's election, said consent

having become a “Final Order.” For purposes of this Agreement, (“**Final Order**”) means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

(b) Filing of FCC Application. The parties shall cooperate in good faith and jointly prepare and file the application for FCC Approval (FCC Form 314) (the “**FCC Application**”) not later than five (5) business days after execution of this Agreement.

(c) Prosecution of FCC Application. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Approval as soon as possible; *provided, however*, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain the FCC Approval. Buyer and Seller each shall oppose any petition to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to such party. Each party agrees to comply with any condition imposed on it by the FCC Approval, except that no party shall be required to comply with a condition if compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Approval. If the Closing shall not have occurred for any reason within the original effective period of the FCC Approval, and neither party shall have terminated this Agreement, the parties shall jointly request an extension of the effective period of the FCC Approval.

(d) Closing Date and Method. The Closing shall take place on a date (the “**Closing Date**”) set by Buyer with at least ten (10) business days’ prior written notice to Seller, that is (i) not earlier than the tenth (10<sup>th</sup>) business day after the FCC Approval is granted, and (ii) not later than ten (10) days following the date upon which the FCC Approval has become a Final Order, subject to satisfaction or waiver of all other conditions precedent to the holding of the Closing. The Closing will take place by the exchange of documents by email or facsimile or by such other method as Buyer and Seller may select by mutual agreement.

7. Seller’s Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Organization and Standing. Seller is a corporation legally formed and constituted and in good standing under the laws of the State of Texas. Seller possesses all power and authority necessary to own and operate the Assets and Station and execute, deliver and perform this Agreement.

(b) Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by judicial discretion in the enforcement of equitable remedies.

(c) Current and Valid FCC Authorizations. Schedule 1(a) contains an accurate and complete list in all material respects of the FCC Authorizations as of the date hereof. Seller validly holds all authorizations that are required under the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, “**Communications Laws**”) for the ownership or operation of the Station as currently conducted. Other than the FCC Authorizations, applicable local business permits, and any applicable real property restrictions, Seller is not required to hold any license, permit or other authorization from any governmental authority for the lawful conduct of the operation of the Station. No action or proceeding is pending or, to the knowledge of the Seller, threatened, before the FCC or other governmental or judicial body, for the cancellation, suspension or material and adverse modification of FCC Authorizations. To Seller’s knowledge, there is no reason to believe that the FCC Authorizations will not be renewed in the ordinary course.

(d) Operation of the Station. Seller (i) is operating the Station in all material respects in compliance with the Communications Laws, and otherwise in compliance with all applicable local, state and Federal laws, (ii) has filed all tax returns, FCC reports and other documents required to be filed by any governmental authority with respect to the Assets or the Station; (iii) has maintained its local public inspection file in material compliance with FCC requirements, and (iv) has not stored, disposed of nor used, nor has any knowledge that any other party has disposed of or used, any hazardous substance in a manner that is likely to result in liability for Buyer under any applicable law or regulation. All material reports and other filings required by the FCC with respect to the FCC Authorizations, Seller, the Assets or the operation of the Station have been timely filed with the FCC, and all such reports and other filings are substantially complete and correct as filed.

(e) Absence of Conflicting Agreements. There are no outstanding agreements or understandings for the sale of the Station to any party other than Buyer. Subject to obtaining FCC Approval, the execution, delivery, and performance by Seller of this Agreement and the Closing documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of the Seller; (ii) will not materially conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Seller; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound.

(f) Title to and Condition of Assets. Seller has good and marketable title to the Assets. Schedule 1(b) contains an accurate list of the material Tangible Assets used exclusively by the Station as of the date hereof. The Tangible Assets listed on Schedule 1(b) constitute all of the material assets and properties required for and used exclusively for the operation of the Station’s transmission facilities as currently operated by Seller. To Seller’s actual knowledge, the Assets, including the Tower, are in good condition and repair, ordinary wear and tear excepted, and do not have any structural or other material defects. The Assets are, or at Closing, will be free of all liens, encumbrances or hypothecations, other than Permitted Liens. On the Closing Date, each item comprising the Assets shall be in the same operating

condition in all material respects as on the date of execution of this Agreement, ordinary wear and tear excepted.

(g) Lease Agreement. The property leased pursuant to the Lease Agreement (the “**Property**”) and Seller’s activities and operations on the property are in material compliance with all applicable environmental laws and regulations and zoning, building and other laws and regulations of all governmental authorities having jurisdiction thereof. The buildings and fixtures used in the operation of the Station on the Property are suitable for their intended use as currently used by Seller. To Seller’s knowledge, all utilities necessary for Seller’s use of the Property are installed and in working order and are subject to valid easements. Seller has received no notice that any condemnation proceedings have been instituted or threatened against the Property.

(h) Claims and Litigation. There is no judgment outstanding or any claim or litigation or proceeding pending or, to Seller’s knowledge, threatened regarding the title or interest of Seller to or in any of the Assets or the Station’s operations, or which could prevent or adversely affect the ownership, use, or operation of the Station by Buyer. Except as indicated on Schedule 1(a), there is (i) no complaint or other proceeding pending, outstanding, or to Seller’s actual knowledge threatened, before the FCC as a result of which an investigation, notice of apparent liability or order of forfeiture may be issued from the FCC relating to the Station, (ii) no FCC notice of apparent liability or order of forfeiture pending, outstanding, or to Seller’s actual knowledge threatened, against Seller or the Station, and (iii) no investigation pending, outstanding, or to Seller’s knowledge threatened, with respect to any violation or alleged violation of any Communications Law by Seller.

(i) Assumed Contracts. All Assumed Contracts (including the Lease Agreement) are valid, binding, and enforceable by Seller in accordance with their terms. Neither Seller nor, to Seller’s knowledge, any other party to such Assumed Contracts is in material breach or default on any of the Assumed Contracts, there is no claim of breach or default by Seller, Seller has received no notice of breach or default from any other party thereto, and Seller has no knowledge of any act or omission which has occurred or which has been threatened which could result in any party to such Assumed Contracts being in breach or default thereof.

(j) Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished by, or to be furnished by, Seller to Buyer pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

8. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Organization and Standing. Buyer is a state institution of higher education in the State of Louisiana. Buyer possesses all authority necessary to execute, deliver and perform this Agreement and own and operate the Station.

(b) Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

(c) Absence of Conflicting Agreements. Subject to obtaining FCC Approval, the execution, delivery, and performance by Buyer of this Agreement and the Closing documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of the Buyer; (ii) will not materially conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Buyer; (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

(d) Buyer's Qualifications. Buyer is legally, financially and otherwise qualified to be the licensee of and acquire, own and operate the Station under the Communications Laws. Buyer knows of no fact that would, under existing law and the existing Communications Laws, disqualify Buyer as assignee of the FCC Authorizations or as the owner and operator of the Station. Buyer has, either on hand or from committed funds, financial resources sufficient to consummate the transactions contemplated by this Agreement and to operate the Station after the Closing Date. Buyer's financial obligations hereunder are not subject to or conditioned upon it obtaining financing or a financial commitment of any nature.

(e) Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished by, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statement contained therein not misleading.

9. Risk of Loss. Risk of loss, damage, or destruction to the Assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date. After Closing, the risk of loss shall be solely upon Buyer. In the event that any such loss, damage or destruction occurring prior to Closing shall be sufficiently substantial so that any representation or warranty of Seller shall not be true and correct in all material respects at Closing (after giving consideration to any repairs, restoration or replacement to occur prior to Closing), Seller shall promptly notify Buyer in writing of the circumstances. Buyer, at any time within ten (10) days after receipt of such notice, may elect by written notice to Seller either to (i) proceed toward consummation of the transactions contemplated by this Agreement in accordance with the terms hereof, and subject to the occurrence of Closing, complete the restoration and replacement of the Assets after Closing, in which event Seller shall deliver to Buyer all insurance proceeds received in connection with such damage, destruction or other event, or (ii) if the cost of such restoration or replacement is greater than Twenty Five Thousand Dollars (\$25,000.00), terminate this Agreement.

10. Access to Information. Seller shall provide Buyer and its designated representatives access to the Assets and Station's facilities, including the Station's transmitter site, upon reasonable advance notice during normal business hours prior to Closing and at times that will not interfere with the operation of the Station. After execution of this Agreement and until Closing, Seller shall affirmatively and promptly disclose to Buyer any material matters affecting the Assets or operation of the Station of which Seller may become aware, including claims made and contract obligations to be entered into by Seller.

11. Brokers, Costs and Expenses. Buyer and Seller shall bear their respective costs and expenses for attorneys, accountants, brokers and advisors retained by or representing them in connection with their respective negotiation and execution of this Agreement and the performance of their respective obligations hereunder. Except for fees owed by Seller and due to Seller's broker, DEFcom Advisors, LLC (Attn: Doug Ferber), Buyer and Seller each represents that there are no other fees (including, but not limited to, brokerage fees) due to any broker as the result of this Agreement. Seller acknowledges that Buyer, at Buyer's sole cost and expense, may obtain lien, tax and judgment searches with respect to Seller and the Assets. The application filing fee applicable to the FCC Application (if any) shall be shared equally by Seller and Buyer.

12. Conditions Precedent to Buyer's Obligation to Close. The obligations of Buyer to purchase the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Buyer, on or prior to the Closing Date, of each of the following conditions:

(a) The FCC Approval shall have been granted, Seller shall have complied with any conditions imposed on it by the FCC Approval that Seller is obligated to satisfy under the terms of this Agreement, and, if Buyer so elects, the FCC Approval shall have become a Final Order.

(b) All representations and warranties of Seller contained in this Agreement shall be true and complete at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any inaccuracies that in the aggregate could not reasonably be expected to have a material adverse effect on the Assets or the operation of the Station, or (ii) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date.

(c) Seller shall have performed and complied with in all material respects all agreements, obligations, and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.

(d) Seller shall hold valid, current, and unexpired FCC Authorizations for the Station.

(e) Seller shall have obtained any required third party consents, including the consent to assign the Lease Agreement.

(f) The Assets shall be free and clear of all liens and encumbrances as of Closing, other than Permitted Liens.

(g) Buyer shall have received from Seller the documents and other items to be delivered by Seller pursuant to *Section 15* of this Agreement.

(h) No injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall be in effect that restrains or prohibits Buyer from consummating the transactions contemplated by this Agreement.

13. Conditions Precedent to Seller's Obligation to Close. The obligations of Seller to sell the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Seller, on or prior to the Closing Date, of each of the following conditions:

(a) The FCC Approval shall have been granted and Buyer shall have complied with any conditions imposed on it by the FCC Approval that Buyer is obligated to satisfy under the terms of this Agreement.

(b) All representations and warranties of Buyer contained in this Agreement shall be true and complete at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any inaccuracies that in the aggregate could not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transaction contemplated by this Agreement, or (ii) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date.

(c) Buyer shall have performed and complied with, in all material respects, all agreements, obligations, and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.

(d) Seller shall have received from Buyer the documents and other items to be delivered by Buyer pursuant to *Section 14* of this Agreement.

(e) No injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall be in effect that restrains or prohibits Seller from consummating the transactions contemplated by this Agreement.

14. Buyer's Performance at Closing. At the Closing, Buyer will deliver or will have delivered to Seller:

(a) The Purchase Price and such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement; and

(b) A certificate dated as of the Closing Date, executed on behalf of Buyer by an officer of Buyer, attesting to its fulfillment of the conditions set forth in *Section 12(b)* and *Section 13(a), (b) and (c)*.

15. Seller's Performance at Closing. At the Closing, Seller shall deliver or have delivered to Buyer:

(a) Originals, if available, and otherwise, good quality copies, of the FCC Authorizations for the Station listed on Schedule 1(a), together with such assignments of the same as Buyer may reasonably require; and

(b) Such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Station and Assets being conveyed and assigned herein; and

(c) A certificate dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, attesting to its fulfillment of the conditions set forth in *Section 12(a), (c) and (d)*.

16. Survival of Warranties. All representations and warranties made by the parties in this Agreement shall survive the Closing and remain operative in full force and effect for a period of one (1) year (and shall not be deemed merged into any document or instrument executed or delivered at the Closing) after the Closing. All covenants and obligations of the parties in this Agreement that are not fully performed as of the Closing shall survive the Closing until fully performed.

17. Indemnification.

(a) Indemnification by Seller. Seller shall indemnify and hold harmless Buyer and any of Buyer's officers, trustees, employees, agents, successors and permitted assigns against and in respect of any and all liabilities, obligations, claims, and demands (including reasonable expenses of investigation and attorneys' fees) (hereinafter collectively "**Claims**") arising out of or related to (i) Seller's operation of the Station or ownership of the Assets prior to Closing (including, but not limited to, Claims related to compliance with FCC rules and regulations); (ii) any failure by Seller to perform any covenant or obligation of Seller in this Agreement; (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein; and (iv) any Excluded Assets set forth in *Section 2* or any Excluded Liabilities set forth in *Section 4(b)*.

(b) Indemnification by Buyer. To the extent permitted by the laws and Constitution of the State of Louisiana, Buyer shall indemnify and hold harmless Seller and any of Seller's officers, trustees, employees, agents, successors and permitted assigns against and in respect of any and all Claims arising or related to (i) Buyer's operation of the Station or ownership of the Assets after the Closing (including, but not limited to, Claims related to compliance with FCC rules and regulations), (ii) any failure by Buyer to perform any covenant or obligation of Buyer in this Agreement, including the breach or non-performance by Buyer of the Assumed Liabilities, (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

18. No Assignment. This Agreement may not be assigned by either party without the other party's prior written consent.

19. Specific Performance. The parties recognize the uniqueness of the Station and the Assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of



Seller. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain a decree of specific performance requiring the parties to comply with their respective obligations under this Agreement to effect the Closing hereunder, subject to obtaining any necessary FCC Approval. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

20. Termination.

(a) Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(i) Buyer's Breach. If Buyer is in material breach of its obligations hereunder and Buyer fails to cure such breach within thirty (30) days following receipt of written notice of such default from Seller; provided, however, that in the case of a breach by Buyer of Section 3(a) hereto or the failure of Buyer to deliver the Purchase Price at the Closing, the cure period shall be shortened to ten (10) business days.

(ii) Conditions. If, on the date that would otherwise be the Closing Date, any condition precedent to the obligations of Seller set forth in this Agreement has not been satisfied or waived in writing by Seller.

(iii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(b) Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(i) Seller's Breach. If Seller is in material breach of its obligations hereunder and Seller fails to cure such breach within thirty (30) days following receipt of written notice of such default from Buyer.

(ii) Conditions. If, on the date that would otherwise be the Closing Date, any condition precedent to the obligations of Buyer set forth in this Agreement has not been satisfied or waived in writing by Buyer.

(iii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Termination by Either Party. This Agreement may be terminated by either party, if the terminating party is not then in material default, upon written notice, if: (i) the Closing shall not have occurred within twelve (12) months after public notice of the FCC's acceptance for filing of the FCC Application; or (ii) if the FCC by Final Order: (A) dismisses the FCC Application; (B) denies the FCC Application; or (C) designates the FCC Application for an evidentiary hearing; provided that the right to terminate this Agreement under this Section 20(c)

shall not apply to any party whose action or inaction in fulfilling a material obligation under this Agreement shall have been a cause for the failure of either: (x) the Closing to fail to occur within the time period set forth herein; or (y) the FCC to dismiss, deny or designate for hearing the FCC Application as provided herein.

(d) Effect of Termination.

(i) Upon termination: (i) if neither party hereto is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other; ; or (ii) if either party shall be in material breach of any provision of this Agreement, the other party shall have all rights and remedies available at law or equity, including for Buyer the right of specific performance provided in *Section 19*. Any and all provisions of this Agreement notwithstanding, neither Seller nor Buyer shall be liable to the other for punitive or consequential damages.

(ii) Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach or default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. If this Agreement is terminated by Seller due to the breach or default of Buyer, Buyer agrees that Seller shall be entitled to receive, as liquidated damages and not as a penalty, THIRTY FIVE THOUSAND AND NO/100THS DOLLARS (\$35,000.00) ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be considered liquidated damages and not a penalty, and shall be the Seller's sole remedy at law or in equity for a breach hereunder if this Agreement is terminated due to the breach or default of Buyer. Buyer and Seller each acknowledge and agree that this Liquidated Damages Amount is reasonable in light of the anticipated harm which will be caused by a breach of this agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder. Upon termination of this Agreement by Seller pursuant to the provisions of Section 20(a), if Seller is entitled to the Liquidated Damages Amount, Buyer shall deliver the Liquidated Damages Amount to Seller by wire transfer in immediately available funds no later than ten (10) business days following Seller's written notice requesting such payment.

(iii) The rights and obligations of the parties described in this *Section 20* and *Sections 21 through 28* shall survive any termination for a period of one (1) year from the effective date of the termination.

21. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or sent by email (with, if available under email options, a "delivery receipt" and a "read receipt" being requested), (ii) deemed to have been given on the date of actual receipt, which may be presumptively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, or on the date of the sender's receipt of a "read receipt" from recipient or sender's confirmation by phone of recipient's receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this *Section 22*.

If to Seller:

Hanszen Broadcasting, Inc.  
200 W. Wellington St.  
Carthage, Texas 75633-7563  
Attn: Jerry T. Hanszen, President  
Email: [jhanszen@kgasradio.com](mailto:jhanszen@kgasradio.com)  
Phone: 903-693-7177

With a copy to (which shall not constitute notice):

Kent M. Hanszen  
Hanszen Laporte, LLP  
14201 Memorial Dr.  
Houston, Texas 77079  
713-522-9444

If to Buyer:

Kermit Poling  
General Manager  
Red River Radio  
P.O. Box 5250  
Shreveport, LA 71135  
Phone: (318) 798-0102  
Email: [kpoling@lsus.edu](mailto:kpoling@lsus.edu)

With a copy to (which shall not constitute notice):

Margaret L. Miller, Esq.  
Gray Miller Persh, LLP  
1200 New Hampshire Avenue, N.W., Suite 410  
Washington, D.C. 20036-6802  
Phone: (202) 776-2914  
Email: [mmiller@graymillerpersh.com](mailto:mmiller@graymillerpersh.com)

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. Governing Law and Venue. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Louisiana, without regard to conflict of law provisions. The venue for any dispute arising under this Agreement shall be in the courts of Shreveport, Louisiana. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

24. Entire Agreement. This Agreement and the schedules hereto supersedes all prior agreements and understandings between the parties with respect to the sale and purchase of the Assets to be sold and purchased hereunder and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. All schedules attached to this Agreement shall be deemed part of this Agreement and are incorporated herein, where applicable, as if fully set forth herein. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

25. Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

26. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and this Agreement shall be construed in a manner that, as nearly as possible, reflects the original intent of the parties.

27. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; *provided, however,* that the parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

28. Disclaimer. Seller hereby disclaims any and all warranties, express or implied, including without limitation any and all implied warranties as to merchantability, infringement and/or fitness for a particular purpose, except for the express representations set forth in Section 7 hereof, and Buyer acknowledges that it has not relied upon or been induced to enter into this Agreement or to consummate the transactions contemplated hereby by any representation, warranty or statement other than the express representations set forth in said Section 7.

29. No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE HELD LIABLE IN RESPECT OF THIS AGREEMENT FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY COSTS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS

REPUTATION, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[Remainder of Page Intentionally Blank]

[Signature Page for KXPI Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**SELLER: HANSZEN BROADCASTING, INC.**

By: \_\_\_\_\_  
Name: Jerry T. Hanszen  
Title: President

**BUYER: BOARD OF SUPERVISORS, LOUISIANA STATE UNIVERSITY AND A&M COLLEGE**

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1(a)  
FCC Authorizations

1. KPXI(FM) Broadcast Station License in File Number BLH-20020529ABI, last renewed in FCC File No. BRH-20130325ACC on July 26, 2013 for a term expiring on August 1, 2021.
2. FCC Antenna Tower Registration (ASRN 1058874) for 164 meters (AGL) freestanding or guyed Tower, located approximately 6.4 km East of Troup, Smith County, Overton, Texas.

Schedule 1(b)  
Tangible Personal Property

See attached inventory list.

In addition:

Transmission Line

Transmitter Building located at the transmitter site and all contents thereof.

Tower, consisting of 164 meters (AGL) freestanding or guyed Tower, located approximately 6.4 km East of Troup, Smith County, Overton, Texas, as registered with FCC under ASRN 1058874.



QUANTITY	DESCRIPTION	MAKE	MODEL	SN#	MANF DATE
1	TOWER(538 FT NO NAMEPLATE)	U	U	U	U
1	METAL BUILDING (20'X10')	U	U	U	U
1	LIGHT CONTROLLER	TWR	AA2/3MB	10265	U
1	11KW TRANSMITTER	CONTINENTAL	816R-1C	257	U
1	EXCITER	CONTINENTAL	802D1	U	U
1	30 WATT TRANSMITTER	NICOM	NT30	T30A0118	U
1	MOD MONITOR	TFT	844A	1130766	U
1	RELAY PANEL	SINE	U	U	U
1	REMOTE FACILITY CONTROLLER	SINE	RFC1/B	16142.16	U
1	AMPLIFIER	OPTIMUS	SA155	U	U
1	SPEAKER	OPTIMUS	U	U	U
1	TELEPHONE	WESTERN ELECTRI	TRIMLINE	U	U
1	BATTERY BACKUP	APC	UPS ES 650	U	U
3	POWER STRIPS	U	U	U	U
1	SILENCE MONITOR	ROADCAST TOOL	SSM	66218	U
1	LINE DEHYDRATOR	RES	APP-30	A-050904460	U
1	GAS REGULATOR	TOR EQUIPMENT	U	U	U
2	NITROGEN BOTTLES	U	U	U	U
1	EQUIPMENT RACK (74X25X22)	U	U	U	U
2	TUBES	CONTINENTAL	U	U	U
1	DESK	U	U	U	U
1	CHAIR	U	U	U	U
SEVERAL	MISCELLANEOUS PARTS	U	U	U	U
SEVERAL	MISC PARTS	U	U	U	U
1	AC UNIT	BARD UNIT	U	U	U
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Schedule 1(c)  
Lease Agreement

**See Attached.**



**GROUND LEASE AGREEMENT**

This GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 1st day of January, 1999 (the "Effective Date"), by and between E.E. Guthrie, Lynn Guthrie and Gary Guthrie (collectively, the "Lessor") and Sunburst Media, LP, a Delaware limited partnership (the "Lessee").

**RECITALS:**

- A. Lessor is the owner of the Demised Premises (hereafter defined) and the Easement Tract (hereafter defined).
- B. Lessee desires to lease the Demised Premises from Lessor upon the terms and conditions set forth herein.
- C. Lessor desires to lease the Demised Premises to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

Section 1. Definitions. For all purposes of this Lease, unless the context otherwise requires:

"Affiliate" means with reference to the Person indicated by the context any Person directly or indirectly controlling, controlled by or under common control with such indicated Person and any director, shareholder, officer, partner, principal, member, owner or employee of any such indicated Person. For purposes of this definition and this Agreement, the term "control" (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person.

"Applicable Laws" means all laws, statutes, rules, regulations, ordinances, judgments, orders, decrees, injunctions, and writs of any Governmental Entity having jurisdiction over the Demised Premises and the operations of the Lessee on the Demised Premises as each of the foregoing may be in effect during the Lease Term.

"Claims" shall mean any and all claims, indebtedness, obligations, liabilities, controversies, suits, causes of action and demands of every kind and character whatsoever.

"Condemnation Proceedings" means any action or proceeding brought for the purpose of any taking of the Property, the Demised Premises, the Easement Tract, the Tower Facility or any portions thereof or any other property interest therein by a Governmental Entity including a voluntary sale to a Governmental Entity either under threat of condemnation or while such action or proceeding is pending.

"**Consequences**" shall mean damages, judgments, awards, penalties, fines, court costs, amounts paid in settlement or compromise, liabilities, obligations, losses, liens, and monies paid or owed as a result of a Claim and attorney's fees, expenses and costs incurred in connection with defending and/or settling a Claim.

"**Demised Premises**" means the 1.343 acre tract of land described on Exhibit "A" attached hereto and as shown on the Survey.

"**Easement Tract**" shall mean the thirty (30) foot wide road easement described on Exhibit "A" attached hereto and as shown on the Survey.

"**Environmental Laws**" means all Applicable Laws and rules of common law pertaining to the environment, natural resources, and public or employee health and safety.

"**Environmental Violation**" any material violation of any Environmental Laws with respect to the Property which imposes any liability on the owner or operator thereof for any environmental condition or hazard, including, but not limited to, any liability for cleanup or remediation of any environmental condition or hazard or which would otherwise obligate the owner or operator thereof or, with the passage of time, could cause the owner or operator thereof, to be obligated to clean up, remedy or otherwise restore to a former condition, by itself or jointly with others, any contaminated surface water, ground water, soil or any natural resources associated therewith.

"**Governmental Entity**" means any governmental department, commission, board, bureau, agency, court or other instrumentality of the United States or any state, county, parish or municipality, jurisdiction, or other political subdivision thereof, including the Federal Communications Commission (the "FCC") and the Federal Aviation Administration (the "FAA").

"**Initial Term**" means the period commencing on the Effective Date and terminating at midnight local time at the Demised Premises on December 31, 2018.

"**Lease Term**" means the term of this Lease which is comprised of the Initial Term and each and every Renewal Term.

"**Lessee's Taxes**" shall mean all real estate and ad valorem taxes assessed by any Governmental Entity against the Demised Premises and the Tower Facility.

"**Lessor's Taxes**" shall mean all real estate taxes and ad valorem taxes assessed by any Governmental Entity against the Property, but excluding the Demised Premises and the Tower Facility.

"**Monthly Rent**" shall mean the regularly recurring monthly rent as provided in Section 3 hereof.

"**Permitted Use**" means the construction, operation, repair, maintenance and replacement of the Tower Facility and all activities associated therewith. Permitted Use shall include the right by Lessee to lease space on the tower and space within the associated transmitter building to third party users.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity, including a Governmental Entity.

"**Property**" shall mean that certain tract of land called 114 acres situated in Smith County, Texas and being more particularly described in Exhibit "B" attached hereto.

"**Removal Period**" shall mean the six (6) month period immediately following the end of the Lease Term during which the Lessee may enter the Demised Premises for purposes of removing any of Lessee's property situated thereon, including, but not limited to, the Tower Facility.

"**Renewal Term**" means the five (5) year period commencing on the expiration of the preceding Initial Term or preceding Renewal Term and terminating at midnight local time at the Property on the fifth (5th) anniversary thereof.

"**Staging Areas**" shall mean those portions of the Property (including portions of the Property which are not a part of the Demised Premises) which Lessee is entitled to use on a temporary basis for the purposes of (i) storing and assembling materials used in connection with the construction of the Tower Facilities and (ii) packing, loading, and dis-assembling the Tower Facilities during the Removal Period.

"**Survey**" shall mean that one certain Survey of the Demised Premises and the Easement Tract dated December 11, 1998, as revised January 4, 1999, and prepared by Joe W. Hart, Jr. (R.P.L.S. No. 1813) reference to which is hereby made for all purposes.

"**Tower Facility**" shall mean a single or multi-user radio transmitting tower of no more than 600 feet in height and all associated transmitter buildings, fixtures, electrical lines and poles, guy wires, supports, systems, footers, fences, gates, transmitting equipment and other items of personal property, improvements and fixtures used or usable in connection therewith.

Section 2. Leasing Clause.

(a) For and in consideration of the rent, covenants and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases unto Lessee and Lessee hires from Lessor the Demised Premises; TO HAVE AND TO HOLD the Demised Premises unto Lessee for the Initial Term and for each Renewal Term as provided below.

(b) The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "First Renewal Term") commencing at the end of the Initial Term.

The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "Second Renewal Term") commencing at the end of the First Renewal Term. The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "Third Renewal Term") commencing at the end of the Second Renewal Term. The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "Fourth Renewal Term") commencing at the end of the Third Renewal Term.

(c) The Lessee's option to extend the Lease Term for any Renewal Term shall be conditioned upon the Lessee then being current in the payment of all rent due hereunder. If the Lessee shall desire to exercise its option to extend the Lease Term for any Renewal Term it shall notify the Lessor in writing prior to the end of the Initial Term or the then current Renewal Term, as the case may be.

(d) Any holding over by Lessee of the Demised Premises after the expiration of the Lease Term shall operate and be construed as a tenancy from day to day at a daily rent equal to one and one-half times the daily rate of rent payable at the time of termination. Subject to Lessee's right to remove the Tower Facility, Lessee agrees to surrender the Demised Premises after the termination of the Lease Term immediately upon written demand by Lessor.

(e) Lessor shall not have the right to graze, mow, farm or otherwise use the Easement Tract for anything other than a roadway. Lessor shall have the right to graze, mow, and farm those portions of the Demised Premises, which lie under the tower guy wires and are outside an area fenced in by Lessee, so long as Lessor's use does not in any manner interfere with the guy wires or the rights of Lessee to use the Demised Premises, the Tower Facility and the Easement Tract. Lessor shall have the right to construct buildings on the Property (excluding the Demised Premises and the Easement Tract) so long as said construction does not in any way interfere with the rights of Lessee to use the Demised Premises, the Tower Facility and the Easement Tract.

(f) Lessor hereby grants to Lessee the rights, privileges and easement (i) to the sole and exclusive use of the Easement Tract for vehicular (no weight limit) and/or pedestrian ingress and egress to and from Texas F.M. Road 15 and the Demised Premises, (ii) to construct a road (gravel or better) over and across the Easement Tract and (iii) to maintain and repair the gravel road on an as needed basis. The foregoing grant of rights to the Easement Tract shall continue for the entire Lease Term and the Removal Period and shall expire at the end of the Removal Period.

Section 3. Monthly Rent.

(a) *Initial Term.* As the regular recurring monthly rent for the Demised Premises during the Initial Term, Lessee hereby agrees to pay to Lessor without deduction, set-off, prior notice or demand an amount per month as follows:

<u>Years</u>	<u>Monthly Rent</u>
1 through 5	\$500
6 through 10	\$600

11 through 15	\$700
16 through 20	\$800

(b) *First Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the Initial Term, then the Monthly Rent for years 21 through 25 shall be an amount equal to the \$800 increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 15th year of the Lease Term through the end of the 20th year of the Lease Term.

(c) *Second Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the First Renewal Term, then the Monthly Rent for years 26 through 30 shall be an amount equal to the Monthly Rent due during the First Renewal Term increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 21st year of the Lease Term through the end of the 25th year of the Lease Term.

(d) *Third Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the Second Renewal Term, then the Monthly Rent for years 31 through 35 shall be an amount equal to the Monthly Rent due during the Second Renewal Term increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 26th year of the Lease Term through the end of the 30th year of the Lease Term.

(e) *Fourth Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the Third Renewal Term, then the Monthly Rent for years 36 through 40 shall be an amount equal to the Monthly Rent due during the Third Renewal Term increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 31st year of the Lease Term through the end of the 35th year of the Lease Term.

(f) *Consumer Price Index.* As used herein "CPI-U" shall mean the Consumer Price Index, All Urban Consumers, U.S. City average, 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Bureau"). The CPI-U for any given year shall mean the average CPI-U as of the most recent December 31 rounded off to three decimal points. If the Bureau ceases to use the CPI-U 1982-84 average of 100 as the basis of the CPI-U Lessor and Lessee shall thereafter accept and use such other index or comparable statistics on the cost of living for the United States of America as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Lessee but subject to the reasonable approval of Lessor.

(g) *Due Date.* Lessee shall pay Lessor all installments of Monthly Rent on or before the 15th day of the month in lawful money of the United States of America; provided however, upon the execution and delivery of this Lease, the Lessee has paid to the Lessor the sum of \$1,000 which shall represent the installments of Monthly Rent for January and February, 1999. The next installment of Monthly Rent shall be due of March 15, 1999.



(h) *Method of Payment.* Lessee shall pay the Monthly Rent in the following proportions and represented by separate checks to each of the persons comprising Lessor as follows:

E.E. Guthrie	50%
Lynn Guthrie	25%
Gary Guthrie	<u>25%</u>
	100%

Lessor agrees that the Lessee shall not be required to further subdivide the Monthly Rent or to write more than three (3) checks per month for the Monthly Rent.

Section 4. Construction of Tower Facility.

(a) Without any further action or consent by Lessor, Lessor hereby grants to Lessee the right to construct the Tower Facility on the Demised Premises and in connection therewith Lessor grants Lessee the right to designate and use any Staging Areas deemed necessary by Lessee. Lessor agrees to grant such utility easements over and across the Property as is necessary to deliver utility services needed for the operations of the Tower Facility e.g. electric and telephone utilities.

(b) The Tower Facility shall be constructed in a good and workmanlike manner on the Demised Premises and in compliance with all Applicable Laws. The Lessee shall erect (i) one fence around the tower and associated transmitter buildings and (ii) one fence around each guy wire footer.

(c) Lessee shall promptly pay and discharge all costs, expenses, damages and other liabilities which may arise in connection with or by reason of the construction, alteration or demolition of any portion of the Tower Facility or other work by Lessee performed on the Demised Premises.

(d) Notwithstanding anything contained herein to the contrary, Lessee shall have the right to alter, add to, demolish or reconstruct all or any portion of the Tower Facility whenever Lessee deems proper.

(e) Lessee covenants and agrees that the construction of the Tower Facility will be completed free and clear of all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen, and other claimants. Lessee further covenants and agrees to protect, indemnify, defend and hold harmless Lessor from and against the Consequences of all Claims for labor and materials incident to the construction and completion of the Tower Facility.

Section 5. Title to the Tower Facility. The Tower Facility shall be the property of Lessee and Lessor shall have no rights, titles or interests in and to the Tower Facility, or any portion thereof; provided that all improvements comprising the Tower Facility which are not removed by Lessee during the Removal Period shall be surrendered to and become the

absolute property of Lessor at the conclusion of the Removal Period. If Lessee removes the Tower Facility, Lessee shall restore the Demised Premises to substantially the same condition existing at the time of the execution of this Lease, excluding any Environmental Violation not caused by Lessee or any of Lessee's agents, contractors, employees, invitees or licensees.

Section 6. Payment of Taxes. Lessor and Lessee will request the appropriate taxing authorities to separately value and assess the Property, on the one hand, and the Demised Premises and Tower Facility, on the other hand. Lessee shall timely pay Lessee's Taxes. Lessor shall timely pay Lessor's Taxes. Lessee agrees that if Lessee's use of the Demised Premises causes Lessor's Taxes to increase, then Lessee agrees to reimburse Lessor for the incremental amount. However, Lessee may contest Lessor's Taxes and Lessee may in Lessor's name file protests and institute and prosecute proceedings for the purpose of such contest. Lessee shall, if required by Lessor, furnish to Lessor reasonable indemnity against any loss by reason of such contest. Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such proceeding or contest to such extent as Lessee may reasonably request. Lessor hereby authorizes and empowers Lessee to act as attorney-in-fact without cost to Lessor in instituting proceedings to secure a reduction in Lessor's Taxes for each and any year or portion thereof included in the Lease Term.

Section 7. Compliance With Laws. The Demised Premises may be used for the Permitted Use and for no other purpose. Lessee, at Lessee's sole cost and expense, agrees to do all things necessary to maintain the Demised Premises in compliance and conformity with all Applicable Law.

Section 8. Maintenance, Utilities and Repairs. Lessee agrees to pay any and all expenses of operation of the Tower Facility including, but not being limited to, repairs, maintenance, electricity, water, telephone, gas, sewer and other utility services to the Demised Premises. Lessor is not required to furnish to Lessee any water, sewer, gas, heat, electricity, light, power or any other utilities, facilities, equipment, labor, materials or services of any kind whatsoever. Lessee shall keep the Tower Facility in a good repair and condition. Lessee shall at its sole cost and expense comply with and observe all Applicable Law.

Section 9. Insurance. Lessee agrees to maintain at all times during the Lease Term comprehensive general liability insurance in which Lessor shall be named as an additional insured with minimum limits of liability in respect of personal injury of \$500,000 each person and \$1,000,000 for each occurrence, and in respect of property damage a broad form policy with minimum limits of \$250,000 for each occurrence. Lessee agrees to name Lessor as an additional insured on all comprehensive general liability insurance maintained by Lessee from time to time with respect to the Demised Premises even though Lessee may procure coverage in addition to the minimum limits described above. Such policy shall cover the Demised Premises, the Tower Facility and the Easement Tract. All insurance policies required by this provision shall be obtained by Lessee at Lessee's expense and shall be placed with companies qualified to do business within the State of Texas and shall include a waiver of subrogation by the insurance carrier. Said insurance policies shall provide for at least thirty (30) days' notice to Lessor before cancellation. Copies of certificates of policies of insurance shall be delivered to Lessor.

Section 10. Lessor's Warranties. Lessor warrants and represents to Lessee as follows: (a) the Property is owned by Lessor in fee simple, free and clear of all liens, restrictions and encumbrances other than for the lien for taxes not yet due and payable and utility easements shown on the Survey; (b) Lessor has the full right, power and authority, free of any claims or need for consents of any third party, to enter into and perform this Lease; (c) the execution, delivery and performance of this Lease, does not and will not conflict with, or result in any material breach or violation of any material mortgage, lien, lease, agreement, instrument, order, judgment or decree, or any other material obligation or restriction of any kind to which Lessor is a party or by which the Property is bound; (d) Lessor has no knowledge or any reason to believe that there is, or with the passage of time will be, any Environmental Violation with respect to the Property or any portion thereof; and (e) the Demised Premises and Easement Tract are each contained wholly within the boundaries of, and are entirely situated on, the Property.

Section 11. Quiet Possession. Lessor warrants to Lessee the peaceable enjoyment of the Demised Premises against the lawful let, hindrance or disturbance of any Person except as to such portion of the Demised Premises, if any, as shall be taken under the power of eminent domain.

Section 12. Indemnification by Lessee. Lessee agrees, at its sole cost and expense, to indemnify and save Lessor harmless from and against the Consequences arising out of any Claims arising from (i) any breach by Lessee of its obligations arising hereunder, (ii) any Environmental Violation on the Property which has been caused by Lessee or any of Lessee's agents, contractors, employees, invitees or licensees, and (iii) the Lessee's operations conducted on the Demised Premises.

Section 13. Indemnification by Lessor. Lessor agrees, at its sole cost and expense, to indemnify and save Lessee harmless from and against the Consequences arising out of any Claims arising from (i) any breach by Lessor of its obligations arising hereunder, (ii) any Environmental Violation on the Property which has not been caused by Lessee or any of Lessee's agents, contractors, employees, invitees or licensees, and (iii) the Lessor's operations conducted on the Property.

Section 14. Condemnation. If all of the Demised Premises shall be taken in Condemnation Proceedings, this Lease shall terminate as of the taking and all rent accrued hereunder and all other monetary obligations of Lessee accrued to the date of termination shall be paid by Lessee. If less than all of the Demised Premises shall be taken in Condemnation Proceedings, Lessee shall determine within a reasonable time after such taking whether the remainder of the Demised Premises can be used by Lessee; and if not, then Lessee, at its election, may thereafter terminate this Lease on ten (10) days' notice to Lessor to such effect, and all rent accrued hereunder and all other monetary obligations of Lessee accrued to the date of termination shall be paid by Lessee. Lessor shall give Lessee a proportionate refund of any rent paid in advance. Lessor and Lessee shall each have the right to seek and recover a condemnation award based upon their respective interests in the property so taken. If all or any portion of the Easement Tract shall be taken in Condemnation Proceedings such that Lessee's access (ingress and egress) to the Demised Premises is

impaired, then Lessor and Lessee will jointly designate a new easement situated on the Property to permit Lessee's access (ingress and egress) to and from the Demised Premises and Texas F.M. Road 15.

Section 15. Substantial Damage. In case of Substantial Damage (as hereinafter defined) to, or complete destruction of, the Tower Facility by fire or other casualty, Lessee may, at its option by written notice to Lessor given within sixty (60) days of such casualty, terminate this Lease by delivering to Lessor written notice of such termination. "Substantial Damage", as used above, shall mean damage to the Tower Facility which materially prevents the conduct of normal operations upon the Demised Premises and which is of such a nature or extent that the Tower Facility cannot be substantially restored to its condition prior to such damage within 120 days.

Section 16. Events of Default. Any one of the following shall be an event of default by Lessee under this Lease:

(a) if Lessee shall fail to pay any installment of the rent or other sum of money payable hereunder on the date the same is due and such failure shall continue for a period of thirty (30) days after due written notice to Lessee; provided, however, Lessor shall not be obligated to give such notice of failure to pay to Lessee more than three (3) times in any consecutive twelve (12) month period, and if Lessee fails to timely pay any subsequent installment in such 12 month period such failure shall constitute an event of default regardless of whether notice thereof is given; and

(b) if Lessee shall fail to comply with any material term, provision or covenant of this Lease, other than the payment of rent or other sums of money (which is covered by (a), next above), and shall not cure such failure within thirty (30) days after due written notice thereof to Lessee; or if such failure cannot reasonably be cured within the said thirty (30) days and Lessee shall not have commenced to cure such failure within such thirty (30) day period and shall not thereafter with all due diligence and good faith proceed to cure such failure.

Upon the occurrence of an event of default, Lessor shall have all rights and remedies available at law or equity on account of such event of default.

Section 17. Assignment.

(a) Except as provided below, Lessee shall not have the right to assign this Lease without the prior written consent of the Lessor which consent shall not be unreasonably withheld.

(b) Notwithstanding the provisions of subsection (a), next above, the Lessor hereby agrees that the Lessee shall have the unilateral right to assign its rights, titles and interests and

delegate its duties and obligations under this Lease to any Affiliate of the Lessee or to any Affiliate of any general or limited partner of Lessee upon written notice delivered to Lessor.

(c) Notwithstanding the provisions of subsection (a), next above, the Lessor hereby agrees that the Lessee shall have the unilateral right to assign its rights, titles and interests and delegate its duties and obligations under this Lease to any transferee or assignee (a "Station Assignee") of the licenses issued by the Federal Communications Commission for Radio Station KPXI-FM, Overton, Texas (the "Station's FCC Licenses"); provided that the Lessee notifies the Lessor of the assignment or transfer of the Station's FCC Licenses. The assumption by the Station Assignee of the obligations of Lessee hereunder shall effect a novation of Lessees and the assigning Lessee shall be relieved of any liability arising under this Lease from and after the effective date of the assignment.

(d) Notwithstanding the provisions of subsection (a), above, the Lessor hereby agrees that in connection with financing arrangements (i) the Lessee shall have the unilateral right to collaterally assign its rights, titles and interests arising under this Lease and the Lessee will grant the Lender a security interest in the Lessee's tangible personal property ("Lessee's Personal Property") including items thereof located on the Demised Premises to a third party lender in its individual capacity or as agent for other lenders (referred to as "Lender" whether one or more), (ii) if Lender exercises its rights under the financing arrangements, Lessor shall recognize Lender (or any purchaser at a foreclosure sale or any other successor or assignee of Lender) as the lessee under this Lease, entitled to all the benefits hereof, (iii) Lessor disclaims and releases any interest in or to Lessee's Personal Property, including rights of levy or distraint, and Lessor agrees that none of the Lessee's Personal Property shall be considered fixtures or part of the Demised Premises, (iv) if Lender notifies Lessor that Lessee has defaulted on Lessee's obligations to Lender under the financing arrangements, Lessor shall permit Lender to enter the Demised Premises and take possession of, use, remove, sell (including auction sales), transfer or otherwise dispose of all or any part of the Lessee's Personal Property, (v) Lessor agrees to provide the Lender with (1) notice of any default by Lessee containing such detail as the Lender shall request and (2) the right and reasonable opportunity to cure (but not the obligation to cure) such defaults before Lessor exercises any of its rights and remedies on account of such default if the default is not cured and (vi) the Lessor will timely execute and deliver such instruments and agreements as requested by the Lender from time to time and at any time, containing the foregoing provisions or similar provisions thereto and any other provisions the Lender shall reasonably request including, but not limited to, estoppel provisions and a statement that the Lease is in full force and effect and that the Lessee is not in default hereunder, but if Lessee shall then be in default hereunder, the Lessor shall provided a statement of the nature of such default.

Section 18. Estoppel Certificates. Lessee and Lessor shall, at any time and from time to time upon not less than ten (10) days' prior request by the other party, execute, acknowledge and deliver to Lessor, or Lessee, as the case may be, a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the rent and any other charges have been paid in advance, and (ii) that no default hereunder on the part of the Lessor or Lessee, as the case

may be, exists (except that if any such default does exist, the certifying party shall specify such default), it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the Demised Premises.

Section 19. Right of First Refusal. If Lessor shall receive a bona fide offer for the purchase of the Property that Lessor intends (but for this provision) to accept, Lessor shall notify Lessee in writing of such offer and Lessor's intention to accept such offer. Lessor shall accompany such notice with a copy of the offer and a description of all other information concerning the proposed sale that is not disclosed in such offer. Lessee shall have 15 days from its receipt of Lessor's notice (complete as described in the preceding sentence) to elect to purchase the Property on the same terms as in the offer. If Lessee elects to purchase the Property it will notify Lessor in writing within the 15 day period; and if Lessee does not, then Lessor may sell the Property in accordance with the terms of the offer as disclosed to Lessee; provided that if the sale is not consummated within 90 days following the end of the 15 day period or if Lessor proposes to close the sale within the 90 day period on terms more favorable than disclosed to Lessee, then Lessor may not sell the Property without first having again offered the Property to the Lessee in accordance with the above provisions.

Section 20. Notices. All notices or other communications ("notices") required or permitted by this Agreement shall be sufficiently given if in writing and (i) personally delivered, by any courier service such as Federal Express, (ii) mailed by registered or certified mail, return receipt requested, first class postage prepaid, or (iii) sent by facsimile transmission (FAX) with an accompanying telephone call to the person being noticed. All notices shall be deemed to have been given either (a) if personally delivered, then at the time of actual delivery thereof to any Person entitled to receive such notice or officer or employee thereof, (b) if mailed, then at the completion of the third full calendar day following the mailing thereof or (c) if faxed, then upon the successful completion of the FAX transmission and the accompanying telephone call. For purposes of this Agreement, the following addresses and telephone and FAX numbers shall be used:

Sunburst Media, LP 1350 One Galleria Tower, 13355 Noel Road, Dallas, Texas  
75240, Attention: Mr. John M. Borders; telephone 972-702-7371; FAX 972-  
503-2183; and

E.E. Guthrie, Lynn Guthrie and Gary Guthrie, 18293 FM 346E, Troupe, Texas  
75789.

Any of the above addresses and numbers may be changed by written notice delivered to the other parties in the same manner as described in this paragraph. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Texas, the last day for such notification, communication or action shall be extended to the first date thereafter that is not a Saturday, Sunday or such legal holiday.

Section 21. Attorney's Fees. If any party to this Lease shall ever be required to file a law suit or institute other legal action against any other party hereto based upon this Lease, then the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred with respect to such law suit or other legal action from the non-prevailing party.

Section 22. No Joint Venture. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

Section 23. Memorandum of Lease. The Lessor and Lessee shall file of public record in Smith County, Texas a memorandum of this Lease in the form attached hereto as Exhibit "C".

Section 24. Action by Lessor. Whenever in this Lease it is provided that Lessor may take any action (including without limitation the making of any demand or request, the giving of any notice, consent or waiver, the exercise of any right or remedy, or the taking of any other action whatsoever) any such action taken by a majority in interest (as determined by percentage ownership in the Demised Premises) of the individuals comprising Lessor at the time (the "Majority in Interest") shall be conclusive and binding upon all other parties comprising Lessor; provided, however, that no amendment of this Lease shall be effective unless executed by all parties comprising Lessor or their duly authorized agents.

Section 25. Arbitration. Except to the extent the non-breaching party shall seek injunctive relief to prevent a breach, or continuing breach, of any of this Lease by any other party hereto, any controversy, dispute or claim (a "Dispute") arising out of or in connection with or relating to this Agreement shall be finally settled by arbitration conducted expeditiously before one arbitrator in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association (the "AAA"). The arbitrator shall be an attorney with no less than fifteen (15) years' experience in the practice of business law. The situs for an arbitration shall be Dallas, Texas. A final award shall be rendered as soon as reasonably possible. The arbitration decision or award shall be reasoned and in writing. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Agreement shall be consolidated and heard by the one arbitrator and shall be governed by the Federal Arbitration Act. The arbitrator is hereby authorized to allocate the attorney's fees and costs of arbitration between the parties based upon the arbitrator's assessment of the relative merits of the parties' positions, any other factors the arbitrator shall deem applicable and in the interest of achieving an equitable result.

Section 26. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE IN TEXAS AND THAT ARE TO BE WHOLLY PERFORMED IN TEXAS WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF TEXAS.

Section 27. Consent to Jurisdiction. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND THE UNITED STATES DISTRICT COURTS FOR THE STATE OF TEXAS, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF ITS OBLIGATIONS ARISING HEREUNDER OR UNDER OR IN CONNECTION WITH THE OTHER TRANSACTION DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH OF THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVES ANY AND ALL OBJECTIONS HE OR IT MAY HAVE AS TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. IN ADDITION, EACH OF THE PARTIES TO THIS AGREEMENT CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR U.S. CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY AT THE ADDRESS PROVIDED HEREIN.

Section 28. Waiver of Jury Trial. WITHOUT LIMITATION OF THE PROVISIONS OF SECTION 25, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENTS OR OTHER AGREEMENTS, DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH.

Section 29. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, the parties hereto hereby waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees, for any loss or damage that may occur to the Property or any improvements thereon by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, and employees.

Section 30. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and assigns. No term or provision of this Agreement is intended to confer, or confers, upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. THERE ARE NO THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

Section 31. Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Exhibits attached hereto are hereby incorporated herein for all purposes.



Section 32. Interference. Lessee agrees that if any signal transmitted from the Tower Facility shall cause any unlawful interference with Lessor's television reception or Lessor's cellular phone use, Lessee agrees to take such reasonable actions as shall be necessary, advisable or appropriate to correct such interference.

Section 33. Miscellaneous. This Agreement shall not be amended except pursuant to a written instrument executed by all of the parties hereto. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which the Agreement is held invalid, shall not be affected thereby. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such modification or waiver is asserted, and no failure to exercise any right, power or privilege hereunder shall operate to restrict the exercise of the same right, power or privilege upon the same or any other occasion or to restrict the exercise of any other right, power or privilege upon the same or any other occasion. The rights and remedies of the parties hereto are cumulative and are not exclusive of any right or remedies which they may otherwise have. This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original of this Agreement. This Agreement represents the entire agreement of the parties hereto and supersedes all prior agreements, understandings, letters of intent and negotiations concerning the subject matter hereof.

[The Rest of This Page Left Blank Intentionally.]

IN WITNESS WHEREOF, the undersigned parties have signed and delivered this Agreement as of the date and year first above written.

**LESSOR:**

\_\_\_\_\_  
E.E. Guthrie

\_\_\_\_\_  
Lynn Guthrie

\_\_\_\_\_  
Gary Guthrie

**LESSEE:**

**Sunburst Media, LP**

By: Sunburst Media Corporation  
Its: Sole General Partner

By: \_\_\_\_\_  
John M. Borders  
Its: President

**Exhibit "A"**  
**Ground Lease Agreement**  
**Legal Description of**  
**Demised Premises**  
**and**  
**Thirty (30) Foot Wide Easement**

[See Attached.]

Section 1(d)  
Assumed Contracts

1. Tower Lease, dated April 19, 2016 by and between Hanszen Broadcasting and Enbridge G&P. See attached.



Hannah Andrus  
Land and Right of Way

tel 832 214 1668  
Hannah.Andrus@enbridge.com

Enbridge G&P (East  
Texas) L.P.  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

June 7, 2016

Hanszen Broadcasting  
215 S. Market  
Carthage, TX 75633

Re: Hanszen Broadcasting – Troup Tower  
Latitude: 32-09-80 North, Longitude: 95-03-28 West

Mr. Hanszen:

Please find enclosed a fully executed copy of the Tower Lease for tower space located in Smith County, Texas by and between Hanszen Broadcasting and Enbridge G&P (East Texas) L.P.

Check number 9200930522 in the amount of \$9,900.00 is enclosed as annual payment for June 2016 – June 2017.

Feel free to contact me at 832-214-1668 or [Hannah.Andrus@Enbridge.com](mailto:Hannah.Andrus@Enbridge.com) if you have any questions.

Sincerely,

Hannah Andrus  
Land and Right of Way

paid  
6-9-16

## Tower Lease

STATE OF TEXAS  
COUNTY OF SMITH

In consideration of the covenants herein contained between Hanszen Broadcasting (referred to as "Owner") and Enbridge G & P (East Texas) L.P. (referred to as "User"), and the rentals agreed to be paid, the parties mutually agree on this 19 day of April, 2016, as follows:

I.

Owner hereby grants permission to install, maintain and operate the equipment described on Exhibit "A" which includes, but is not limited to, antenna(s), coaxial cable(s) and transmitter(s) on and in Owner's communication tower facility located in Overton, Texas being further described at:

Latitude: 32-9-80 North

Longitude: 95-3-28. West and including:

- A. An antenna and coax mounted at the 400 foot and 230 foot AGL level of the tower. The coaxial line between antenna and equipment shall be firmly anchored to the tower.
- B. Communications equipment described in Exhibit "A" to be installed in Owner's equipment building near base of tower.

II.

Owner agrees that during the term of this contract, User shall have reasonable ingress and egress to said tower for the purpose of maintenance and repair to said equipment. It is further agreed, however that only qualified contractors approved by Owner or persons under Owner's direct supervision, will be permitted to install or remove antenna coax or coax cable. User shall carry adequate insurance to protect the parties hereto against all claims, demands, actions, judgments, costs, expense, and liabilities which may arise out of or result directly or indirectly from User's use of the premises, except such liability as shall arise in whole out of or result in whole from gross negligence of Owner. The amounts of such insurance against liability due to damage to property shall be one million (\$1,000,000.00) as to any one person and two million dollars (\$2,000,000.00) as to any one occurrence. User shall carry and cause all contractors and agents performing work at the premises on User's behalf to carry such insurance as will protect User and/or any contractor or agent performing work at the premises on User's behalf from all claims under workers compensation laws in effect that may be applicable to User. All insurance required hereunder shall remain in force for the entire duration of this agreement.

III.

User covenants and agrees that User's equipment, its installation and maintenance will:

- A. Exercise its best efforts to avoid damage to the building or tower structure and accessories.
- B. Exercise its best efforts not to interfere with the maintenance of Owner's tower lighting system. If interference does occur then User's equipment will be disconnected until User corrects the problem.
- C. Exercise its best efforts not to interfere with the operation of Owner's currently installed radio equipment or the currently installed equipment of other users on said tower. In the event there is interference, User shall promptly take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable period of time, User agrees to remove its equipment from Owner's property and this agreement shall thereupon be terminated.
- D. Comply with all applicable rules and regulations of the FCC and electrical codes of the city/and or State concerned.
- E. Special conditions: NONE

IV.

The term of this agreement shall commence on the 1<sup>st</sup> day of JUNE, 2016 and run for an initial term of three (3) year, with the option to renew for two (2) additional periods of the same three (3) year term thereafter. If not renewed for any additional term then agreement shall continue on a month to month basis until terminated by either party upon giving at least 90 days written notice of termination to the other party. Should User desire to terminate this agreement at the end of the initial term or thereafter, User shall give notice aforesaid and shall remove all properties installed on Owner's premises and leave premises substantially the same conditions existing as of the date of this agreement, ordinary wear and tear and occurrences for which user is not responsible hereunder excepted.

V.

User hereby covenants and agrees to pay as rental during the initial term of this agreement, the sum of \$9,900.00 annually in advance. The first such payment is due upon the execution of the Tower Lease and a like payment due each and every anniversary of the term of this agreement. User agrees that the rental payments shall be due and paid without the necessity of demand of invoice from Owner and User

further agrees to pay an additional charge of \$15.00 for each payment made after the due date.

The annual rental is to be adjusted on the anniversary date of each year of this lease in an amount equal to 2%.

The rental payments provided for hereunder include the furnishing of power to User's equipment. User agrees that Owner is in no way responsible for power interruptions or outages. User reserves the right to install and operate a standby generator. Should power interruption extend past thirty (30) days, then User shall be entitled at its sole option to terminate this agreement without penalty or future payments and remove its equipment.

#### VI.

During the term of this agreement, Owner shall not grant a similar radio tower rental agreement to any other party IF such grant would in any way affect or interfere with User's use of said radio equipment. User shall not assign or sublet its rights hereunder, nor change the frequency or power or character of its equipment without first obtaining the written consent of Owner, which shall not be unreasonably withheld.

#### VII.

User does hereby agree to indemnify and save Owner harmless from any claim, demands, or cause of action for property damage or personal injuries caused by the User, the User's officers, agents, employees, subcontractors, and customers, arising out of User's occupancy of the premises or the installation, maintenance, and operation of User's equipment except only damage caused by the negligence of Owner. The parties hereto agree that Owner shall in no way be liable for loss of use or other damage of any nature arising out of loss, destruction or damage to the premises, the tower, equipment building or to the User's equipment located thereon, by fire explosion, windstorms, water, or any other casualty or acts of third parties.

In the event the tower or other portions of the premises are destroyed or so damaged as to be unusable, then this agreement shall terminate and User shall be entitled to a pro-rated refund of rentals. If Owner elects to restore the premises within three (3) months following such destruction, then this agreement shall, at the option of User (which option must be exercised within 30 days after receipt of notice of fitness for use from Owner) be considered as having resumed and shall continue in effect under the terms hereof.

#### VIII.

The following shall be considered events of default by User:





- A. The failure to cure, within 30 days after receipt of written notification thereof sent via certified mail any breach of the promises, undertakings and terms and conditions in this agreement or, the failure to pay rentals required hereunder when due.
- B. The filing of a voluntary petition under the bankruptcy law, a composition or arrangement of creditors, an assignment for the benefit of creditors, or any other act reasonably indicating equitable or legal insolvency.
- C. The non-use of the premises for the purposes described hereunder for a period of three (3) consecutive months.

In the event User shall otherwise breach or fail any of its undertakings or obligations hereunder, Owner shall be entitled, at Owner's option to remove all property and equipment of User which may be situated upon premises, without notice and without being guilty or liable in any manner for trespass, thereby terminating this agreement, or the Owner, at its option, may elect to treat this agreement in full force and effect and shall be entitled to collect the rental provided for hereunder, cumulative and in addition to the foregoing, the Owner shall be entitled to enforce all other remedies provided by law or equity.

IX.

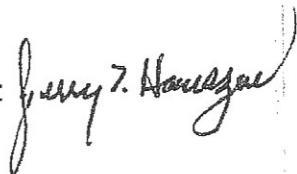
All notices and other communications required or permitted hereunder and tender of payments of rentals due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage, but shall only be considered to be effective when actually received. The address of the parties for all purposes hereof shall be as follows:

Owner:  
Hanszen Broadcasting  
215 S. Market  
Carthage, TX 75633  
Phone:(903) 729-6300  
Fax: (903) 723-2858

User:  
Enbridge G&P (East Texas) L.P.  
Attention: Hannah Andrus  
1100 Louisiana St, Ste. 3300  
Houston, TX 77002  
Phone: (832) 214-1668

Executed this 19 day of April 2016.

Owner:



User:

Hanszen Broadcasting.

Enbridge G&P (East Texas) L.P.

By: Enbridge Holdings  
(Texas Systems) L.L.C.  
Its General Partner

By: Jerry T. Hanszen

By: [Signature]

Printed Name: JERRY T. HANSZEN

Printed Name: Michael Shannon

Title: C.E.O.

Title: Agent and Attorney in Fact

Exhibit "A"

Equipment to be installed on the tower:

One 220 MHz antenna and one (1 5/8 inch) cable at 400'

One 450 MHz antenna and one (7/8 inch) cable at 230'

One generator outside the comms shelter – Optional.

One standard 19" comms rack at 7' high

Two Routers

Two Switches

One Firewall

One Out-of-Band Management Device

Two Radios

One Power Switch

Uninterruptible Power Supply – Optional



## GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 1st day of January, 1999 (the "Effective Date"), by and between E.E. Guthrie, Lynn Guthrie and Gary Guthrie (collectively, the "Lessor") and Sunburst Media, LP, a Delaware limited partnership (the "Lessee").

### R E C I T A L S:

A. Lessor is the owner of the Demised Premises (hereafter defined) and the Easement Tract (hereafter defined).

B. Lessee desires to lease the Demised Premises from Lessor upon the terms and conditions set forth herein.

C. Lessor desires to lease the Demised Premises to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

Section 1. Definitions. For all purposes of this Lease, unless the context otherwise requires:

"Affiliate" means with reference to the Person indicated by the context any Person directly or indirectly controlling, controlled by or under common control with such indicated Person and any director, shareholder, officer, partner, principal, member, owner or employee of any such indicated Person. For purposes of this definition and this Agreement, the term "control" (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person.

"Applicable Laws" means all laws, statutes, rules, regulations, ordinances, judgments, orders, decrees, injunctions, and writs of any Governmental Entity having jurisdiction over the Demised Premises and the operations of the Lessee on the Demised Premises as each of the foregoing may be in effect during the Lease Term.

"Claims" shall mean any and all claims, indebtedness, obligations, liabilities, controversies, suits, causes of action and demands of every kind and character whatsoever.

"Condemnation Proceedings" means any action or proceeding brought for the purpose of any taking of the Property, the Demised Premises, the Easement Tract, the Tower Facility or any portions thereof or any other property interest therein by a Governmental Entity including a voluntary sale to a Governmental Entity either under threat of condemnation or while such action or proceeding is pending.

"**Consequences**" shall mean damages, judgments, awards, penalties, fines, court costs, amounts paid in settlement or compromise, liabilities, obligations, losses, liens, and monies paid or owed as a result of a Claim and attorney's fees, expenses and costs incurred in connection with defending and/or settling a Claim.

"**Demised Premises**" means the 1.343 acre tract of land described on Exhibit "A" attached hereto and as shown on the Survey.

"**Easement Tract**" shall mean the thirty (30) foot wide road easement described on Exhibit "A" attached hereto and as shown on the Survey.

"**Environmental Laws**" means all Applicable Laws and rules of common law pertaining to the environment, natural resources, and public or employee health and safety.

"**Environmental Violation**" any material violation of any Environmental Laws with respect to the Property which imposes any liability on the owner or operator thereof for any environmental condition or hazard, including, but not limited to, any liability for cleanup or remediation of any environmental condition or hazard or which would otherwise obligate the owner or operator thereof or, with the passage of time, could cause the owner or operator thereof, to be obligated to clean up, remedy or otherwise restore to a former condition, by itself or jointly with others, any contaminated surface water, ground water, soil or any natural resources associated therewith.

"**Governmental Entity**" means any governmental department, commission, board, bureau, agency, court or other instrumentality of the United States or any state, county, parish or municipality, jurisdiction, or other political subdivision thereof, including the Federal Communications Commission (the "FCC") and the Federal Aviation Administration (the "FAA").

"**Initial Term**" means the period commencing on the Effective Date and terminating at midnight local time at the Demised Premises on December 31, 2018.

"**Lease Term**" means the term of this Lease which is comprised of the Initial Term and each and every Renewal Term.

"**Lessee's Taxes**" shall mean all real estate and ad valorem taxes assessed by any Governmental Entity against the Demised Premises and the Tower Facility.

"**Lessor's Taxes**" shall mean all real estate taxes and ad valorem taxes assessed by any Governmental Entity against the Property, but excluding the Demised Premises and the Tower Facility.

"**Monthly Rent**" shall mean the regularly recurring monthly rent as provided in Section 3 hereof.

"**Permitted Use**" means the construction, operation, repair, maintenance and replacement of the Tower Facility and all activities associated therewith. Permitted Use shall include the right by Lessee to lease space on the tower and space within the associated transmitter building to third party users.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity, including a Governmental Entity.

"**Property**" shall mean that certain tract of land called 114 acres situated in Smith County, Texas and being more particularly described in Exhibit "B" attached hereto.

"**Removal Period**" shall mean the six (6) month period immediately following the end of the Lease Term during which the Lessee may enter the Demised Premises for purposes of removing any of Lessee's property situated thereon, including, but not limited to, the Tower Facility.

"**Renewal Term**" means the five (5) year period commencing on the expiration of the preceding Initial Term or preceding Renewal Term and terminating at midnight local time at the Property on the fifth (5th) anniversary thereof.

"**Staging Areas**" shall mean those portions of the Property (including portions of the Property which are not a part of the Demised Premises) which Lessee is entitled to use on a temporary basis for the purposes of (i) storing and assembling materials used in connection with the construction of the Tower Facilities and (ii) packing, loading, and dis-assembling the Tower Facilities during the Removal Period.

"**Survey**" shall mean that one certain Survey of the Demised Premises and the Easement Tract dated December 11, 1998, as revised January 4, 1999, and prepared by Joe W. Hart, Jr. (R.P.L.S. No. 1813) reference to which is hereby made for all purposes.

"**Tower Facility**" shall mean a single or multi-user radio transmitting tower of no more than 600 feet in height and all associated transmitter buildings, fixtures, electrical lines and poles, guy wires, supports, systems, footers, fences, gates, transmitting equipment and other items of personal property, improvements and fixtures used or usable in connection therewith.

Section 2. Leasing Clause.

(a) For and in consideration of the rent, covenants and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases unto Lessee and Lessee hires from Lessor the Demised Premises; TO HAVE AND TO HOLD the Demised Premises unto Lessee for the Initial Term and for each Renewal Term as provided below.

(b) The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "First Renewal Term") commencing at the end of the Initial Term.

The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "Second Renewal Term") commencing at the end of the First Renewal Term. The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "Third Renewal Term") commencing at the end of the Second Renewal Term. The Lessee shall have the option to extend the Lease Term for an additional five (5) year period (the "Fourth Renewal Term") commencing at the end of the Third Renewal Term.

(c) The Lessee's option to extend the Lease Term for any Renewal Term shall be conditioned upon the Lessee then being current in the payment of all rent due hereunder. If the Lessee shall desire to exercise its option to extend the Lease Term for any Renewal Term it shall notify the Lessor in writing prior to the end of the Initial Term or the then current Renewal Term, as the case may be.

(d) Any holding over by Lessee of the Demised Premises after the expiration of the Lease Term shall operate and be construed as a tenancy from day to day at a daily rent equal to one and one-half times the daily rate of rent payable at the time of termination. Subject to Lessee's right to remove the Tower Facility, Lessee agrees to surrender the Demised Premises after the termination of the Lease Term immediately upon written demand by Lessor.

(e) Lessor shall not have the right to graze, mow, farm or otherwise use the Easement Tract for anything other than a roadway. Lessor shall have the right to graze, mow, and farm those portions of the Demised Premises, which lie under the tower guy wires and are outside an area fenced in by Lessee, so long as Lessor's use does not in any manner interfere with the guy wires or the rights of Lessee to use the Demised Premises, the Tower Facility and the Easement Tract. Lessor shall have the right to construct buildings on the Property (excluding the Demised Premises and the Easement Tract) so long as said construction does not in any way interfere with the rights of Lessee to use the Demised Premises, the Tower Facility and the Easement Tract.

(f) Lessor hereby grants to Lessee the rights, privileges and easement (i) to the sole and exclusive use of the Easement Tract for vehicular (no weight limit) and/or pedestrian ingress and egress to and from Texas F.M. Road 15 and the Demised Premises, (ii) to construct a road (gravel or better) over and across the Easement Tract and (iii) to maintain and repair the gravel road on an as needed basis. The foregoing grant of rights to the Easement Tract shall continue for the entire Lease Term and the Removal Period and shall expire at the end of the Removal Period.

Section 3. Monthly Rent.

(a) *Initial Term.* As the regular recurring monthly rent for the Demised Premises during the Initial Term, Lessee hereby agrees to pay to Lessor without deduction, set-off, prior notice or demand an amount per month as follows:

<u>Years</u>	<u>Monthly Rent</u>
1 through 5	\$500
6 through 10	\$600

11 through 15	\$700
16 through 20	\$800

(b) *First Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the Initial Term, then the Monthly Rent for years 21 through 25 shall be an amount equal to the \$800 increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 15th year of the Lease Term through the end of the 20th year of the Lease Term.

(c) *Second Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the First Renewal Term, then the Monthly Rent for years 26 through 30 shall be an amount equal to the Monthly Rent due during the First Renewal Term increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 21st year of the Lease Term through the end of the 25th year of the Lease Term.

(d) *Third Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the Second Renewal Term, then the Monthly Rent for years 31 through 35 shall be an amount equal to the Monthly Rent due during the Second Renewal Term increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 26th year of the Lease Term through the end of the 30th year of the Lease Term.

(e) *Fourth Renewal Term.* If Lessee shall exercise its option to extend the Lease Term at the end of the Third Renewal Term, then the Monthly Rent for years 36 through 40 shall be an amount equal to the Monthly Rent due during the Third Renewal Term increased in amount to account for the same proportionate increase, if any, in the CPI-U from the end of 31st year of the Lease Term through the end of the 35th year of the Lease Term.

(f) *Consumer Price Index.* As used herein "CPI-U" shall mean the Consumer Price Index, All Urban Consumers, U.S. City average, 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Bureau"). The CPI-U for any given year shall mean the average CPI-U as of the most recent December 31 rounded off to three decimal points. If the Bureau ceases to use the CPI-U 1982-84 average of 100 as the basis of the CPI-U Lessor and Lessee shall thereafter accept and use such other index or comparable statistics on the cost of living for the United States of America as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Lessee but subject to the reasonable approval of Lessor.

(g) *Due Date.* Lessee shall pay Lessor all installments of Monthly Rent on or before the 15th day of the month in lawful money of the United States of America; provided however, upon the execution and delivery of this Lease, the Lessee has paid to the Lessor the sum of \$1,000 which shall represent the installments of Monthly Rent for January and February, 1999. The next installment of Monthly Rent shall be due of March 15, 1999.



(h) *Method of Payment.* Lessee shall pay the Monthly Rent in the following proportions and represented by separate checks to each of the persons comprising Lessor as follows:

E.E. Guthrie	50%
Lynn Guthrie	25%
Gary Guthrie	<u>25%</u>
	100%

Lessor agrees that the Lessee shall not be required to further subdivide the Monthly Rent or to write more than three (3) checks per month for the Monthly Rent.

Section 4. Construction of Tower Facility.

(a) Without any further action or consent by Lessor, Lessor hereby grants to Lessee the right to construct the Tower Facility on the Demised Premises and in connection therewith Lessor grants Lessee the right to designate and use any Staging Areas deemed necessary by Lessee. Lessor agrees to grant such utility easements over and across the Property as is necessary to deliver utility services needed for the operations of the Tower Facility e.g. electric and telephone utilities.

(b) The Tower Facility shall be constructed in a good and workmanlike manner on the Demised Premises and in compliance with all Applicable Laws. The Lessee shall erect (i) one fence around the tower and associated transmitter buildings and (ii) one fence around each guy wire footer.

(c) Lessee shall promptly pay and discharge all costs, expenses, damages and other liabilities which may arise in connection with or by reason of the construction, alteration or demolition of any portion of the Tower Facility or other work by Lessee performed on the Demised Premises.

(d) Notwithstanding anything contained herein to the contrary, Lessee shall have the right to alter, add to, demolish or reconstruct all or any portion of the Tower Facility whenever Lessee deems proper.

(e) Lessee covenants and agrees that the construction of the Tower Facility will be completed free and clear of all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen, and other claimants. Lessee further covenants and agrees to protect, indemnify, defend and hold harmless Lessor from and against the Consequences of all Claims for labor and materials incident to the construction and completion of the Tower Facility.

Section 5. Title to the Tower Facility. The Tower Facility shall be the property of Lessee and Lessor shall have no rights, titles or interests in and to the Tower Facility, or any portion thereof; provided that all improvements comprising the Tower Facility which are not removed by Lessee during the Removal Period shall be surrendered to and become the

absolute property of Lessor at the conclusion of the Removal Period. If Lessee removes the Tower Facility, Lessee shall restore the Demised Premises to substantially the same condition existing at the time of the execution of this Lease, excluding any Environmental Violation not caused by Lessee or any of Lessee's agents, contractors, employees, invitees or licensees.

Section 6. Payment of Taxes. Lessor and Lessee will request the appropriate taxing authorities to separately value and assess the Property, on the one hand, and the Demised Premises and Tower Facility, on the other hand. Lessee shall timely pay Lessee's Taxes. Lessor shall timely pay Lessor's Taxes. Lessee agrees that if Lessee's use of the Demised Premises causes Lessor's Taxes to increase, then Lessee agrees to reimburse Lessor for the incremental amount. However, Lessee may contest Lessor's Taxes and Lessee may in Lessor's name file protests and institute and prosecute proceedings for the purpose of such contest. Lessee shall, if required by Lessor, furnish to Lessor reasonable indemnity against any loss by reason of such contest. Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such proceeding or contest to such extent as Lessee may reasonably request. Lessor hereby authorizes and empowers Lessee to act as attorney-in-fact without cost to Lessor in instituting proceedings to secure a reduction in Lessor's Taxes for each and any year or portion thereof included in the Lease Term.

Section 7. Compliance With Laws. The Demised Premises may be used for the Permitted Use and for no other purpose. Lessee, at Lessee's sole cost and expense, agrees to do all things necessary to maintain the Demised Premises in compliance and conformity with all Applicable Law.

Section 8. Maintenance, Utilities and Repairs. Lessee agrees to pay any and all expenses of operation of the Tower Facility including, but not being limited to, repairs, maintenance, electricity, water, telephone, gas, sewer and other utility services to the Demised Premises. Lessor is not required to furnish to Lessee any water, sewer, gas, heat, electricity, light, power or any other utilities, facilities, equipment, labor, materials or services of any kind whatsoever. Lessee shall keep the Tower Facility in a good repair and condition. Lessee shall at its sole cost and expense comply with and observe all Applicable Law.

Section 9. Insurance. Lessee agrees to maintain at all times during the Lease Term comprehensive general liability insurance in which Lessor shall be named as an additional insured with minimum limits of liability in respect of personal injury of \$500,000 each person and \$1,000,000 for each occurrence, and in respect of property damage a broad form policy with minimum limits of \$250,000 for each occurrence. Lessee agrees to name Lessor as an additional insured on all comprehensive general liability insurance maintained by Lessee from time to time with respect to the Demised Premises even though Lessee may procure coverage in addition to the minimum limits described above. Such policy shall cover the Demised Premises, the Tower Facility and the Easement Tract. All insurance policies required by this provision shall be obtained by Lessee at Lessee's expense and shall be placed with companies qualified to do business within the State of Texas and shall include a waiver of subrogation by the insurance carrier. Said insurance policies shall provide for at least thirty (30) days' notice to Lessor before cancellation. Copies of certificates of policies of insurance shall be delivered to Lessor.

Section 10. Lessor's Warranties. Lessor warrants and represents to Lessee as follows: (a) the Property is owned by Lessor in fee simple, free and clear of all liens, restrictions and encumbrances other than for the lien for taxes not yet due and payable and utility easements shown on the Survey; (b) Lessor has the full right, power and authority, free of any claims or need for consents of any third party, to enter into and perform this Lease; (c) the execution, delivery and performance of this Lease, does not and will not conflict with, or result in any material breach or violation of any material mortgage, lien, lease, agreement, instrument, order, judgment or decree, or any other material obligation or restriction of any kind to which Lessor is a party or by which the Property is bound; (d) Lessor has no knowledge or any reason to believe that there is, or with the passage of time will be, any Environmental Violation with respect to the Property or any portion thereof; and (e) the Demised Premises and Easement Tract are each contained wholly within the boundaries of, and are entirely situated on, the Property.

Section 11. Quiet Possession. Lessor warrants to Lessee the peaceable enjoyment of the Demised Premises against the lawful let, hindrance or disturbance of any Person except as to such portion of the Demised Premises, if any, as shall be taken under the power of eminent domain.

Section 12. Indemnification by Lessee. Lessee agrees, at its sole cost and expense, to indemnify and save Lessor harmless from and against the Consequences arising out of any Claims arising from (i) any breach by Lessee of its obligations arising hereunder, (ii) any Environmental Violation on the Property which has been caused by Lessee or any of Lessee's agents, contractors, employees, invitees or licensees, and (iii) the Lessee's operations conducted on the Demised Premises.

Section 13. Indemnification by Lessor. Lessor agrees, at its sole cost and expense, to indemnify and save Lessee harmless from and against the Consequences arising out of any Claims arising from (i) any breach by Lessor of its obligations arising hereunder, (ii) any Environmental Violation on the Property which has not been caused by Lessee or any of Lessee's agents, contractors, employees, invitees or licensees, and (iii) the Lessor's operations conducted on the Property.

Section 14. Condemnation. If all of the Demised Premises shall be taken in Condemnation Proceedings, this Lease shall terminate as of the taking and all rent accrued hereunder and all other monetary obligations of Lessee accrued to the date of termination shall be paid by Lessee. If less than all of the Demised Premises shall be taken in Condemnation Proceedings, Lessee shall determine within a reasonable time after such taking whether the remainder of the Demised Premises can be used by Lessee; and if not, then Lessee, at its election, may thereafter terminate this Lease on ten (10) days' notice to Lessor to such effect, and all rent accrued hereunder and all other monetary obligations of Lessee accrued to the date of termination shall be paid by Lessee. Lessor shall give Lessee a proportionate refund of any rent paid in advance. Lessor and Lessee shall each have the right to seek and recover a condemnation award based upon their respective interests in the property so taken. If all or any portion of the Easement Tract shall be taken in Condemnation Proceedings such that Lessee's access (ingress and egress) to the Demised Premises is

impaired, then Lessor and Lessee will jointly designate a new easement situated on the Property to permit Lessee's access (ingress and egress) to and from the Demised Premises and Texas F.M. Road 15.

Section 15. Substantial Damage. In case of Substantial Damage (as hereinafter defined) to, or complete destruction of, the Tower Facility by fire or other casualty, Lessee may, at its option by written notice to Lessor given within sixty (60) days of such casualty, terminate this Lease by delivering to Lessor written notice of such termination. "Substantial Damage", as used above, shall mean damage to the Tower Facility which materially prevents the conduct of normal operations upon the Demised Premises and which is of such a nature or extent that the Tower Facility cannot be substantially restored to its condition prior to such damage within 120 days.

Section 16. Events of Default. Any one of the following shall be an event of default by Lessee under this Lease:

(a) if Lessee shall fail to pay any installment of the rent or other sum of money payable hereunder on the date the same is due and such failure shall continue for a period of thirty (30) days after due written notice to Lessee; provided, however, Lessor shall not be obligated to give such notice of failure to pay to Lessee more than three (3) times in any consecutive twelve (12) month period, and if Lessee fails to timely pay any subsequent installment in such 12 month period such failure shall constitute an event of default regardless of whether notice thereof is given; and

(b) if Lessee shall fail to comply with any material term, provision or covenant of this Lease, other than the payment of rent or other sums of money (which is covered by (a), next above), and shall not cure such failure within thirty (30) days after due written notice thereof to Lessee; or if such failure cannot reasonably be cured within the said thirty (30) days and Lessee shall not have commenced to cure such failure within such thirty (30) day period and shall not thereafter with all due diligence and good faith proceed to cure such failure.

Upon the occurrence of an event of default, Lessor shall have all rights and remedies available at law or equity on account of such event of default.

Section 17. Assignment.

(a) Except as provided below, Lessee shall not have the right to assign this Lease without the prior written consent of the Lessor which consent shall not be unreasonably withheld.

(b) Notwithstanding the provisions of subsection (a), next above, the Lessor hereby agrees that the Lessee shall have the unilateral right to assign its rights, titles and interests and

delegate its duties and obligations under this Lease to any Affiliate of the Lessee or to any Affiliate of any general or limited partner of Lessee upon written notice delivered to Lessor.

(c) Notwithstanding the provisions of subsection (a), next above, the Lessor hereby agrees that the Lessee shall have the unilateral right to assign its rights, titles and interests and delegate its duties and obligations under this Lease to any transferee or assignee (a "Station Assignee") of the licenses issued by the Federal Communications Commission for Radio Station KPXI-FM, Overton, Texas (the "Station's FCC Licenses"); provided that the Lessee notifies the Lessor of the assignment or transfer of the Station's FCC Licenses. The assumption by the Station Assignee of the obligations of Lessee hereunder shall effect a novation of Lessees and the assigning Lessee shall be relieved of any liability arising under this Lease from and after the effective date of the assignment.

(d) Notwithstanding the provisions of subsection (a), above, the Lessor hereby agrees that in connection with financing arrangements (i) the Lessee shall have the unilateral right to collaterally assign its rights, titles and interests arising under this Lease and the Lessee will grant the Lender a security interest in the Lessee's tangible personal property ("Lessee's Personal Property") including items thereof located on the Demised Premises to a third party lender in its individual capacity or as agent for other lenders (referred to as "Lender" whether one or more), (ii) if Lender exercises its rights under the financing arrangements, Lessor shall recognize Lender (or any purchaser at a foreclosure sale or any other successor or assignee of Lender) as the lessee under this Lease, entitled to all the benefits hereof, (iii) Lessor disclaims and releases any interest in or to Lessee's Personal Property, including rights of levy or distraint, and Lessor agrees that none of the Lessee's Personal Property shall be considered fixtures or part of the Demised Premises, (iv) if Lender notifies Lessor that Lessee has defaulted on Lessee's obligations to Lender under the financing arrangements, Lessor shall permit Lender to enter the Demised Premises and take possession of, use, remove, sell (including auction sales), transfer or otherwise dispose of all or any part of the Lessee's Personal Property, (v) Lessor agrees to provide the Lender with (1) notice of any default by Lessee containing such detail as the Lender shall request and (2) the right and reasonable opportunity to cure (but not the obligation to cure) such defaults before Lessor exercises any of its rights and remedies on account of such default if the default is not cured and (vi) the Lessor will timely execute and deliver such instruments and agreements as requested by the Lender from time to time and at any time, containing the foregoing provisions or similar provisions thereto and any other provisions the Lender shall reasonably request including, but not limited to, estoppel provisions and a statement that the Lease is in full force and effect and that the Lessee is not in default hereunder, but if Lessee shall then be in default hereunder, the Lessor shall provided a statement of the nature of such default.

Section 18. Estoppel Certificates. Lessee and Lessor shall, at any time and from time to time upon not less than ten (10) days' prior request by the other party, execute, acknowledge and deliver to Lessor, or Lessee, as the case may be, a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the rent and any other charges have been paid in advance, and (ii) that no default hereunder on the part of the Lessor or Lessee, as the case

may be, exists (except that if any such default does exist, the certifying party shall specify such default), it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the Demised Premises.

Section 19. Right of First Refusal. If Lessor shall receive a bona fide offer for the purchase of the Property that Lessor intends (but for this provision) to accept, Lessor shall notify Lessee in writing of such offer and Lessor's intention to accept such offer. Lessor shall accompany such notice with a copy of the offer and a description of all other information concerning the proposed sale that is not disclosed in such offer. Lessee shall have 15 days from its receipt of Lessor's notice (complete as described in the preceding sentence) to elect to purchase the Property on the same terms as in the offer. If Lessee elects to purchase the Property it will notify Lessor in writing within the 15 day period; and if Lessee does not, then Lessor may sell the Property in accordance with the terms of the offer as disclosed to Lessee; provided that if the sale is not consummated within 90 days following the end of the 15 day period or if Lessor proposes to close the sale within the 90 day period on terms more favorable than disclosed to Lessee, then Lessor may not sell the Property without first having again offered the Property to the Lessee in accordance with the above provisions.

Section 20. Notices. All notices or other communications ("notices") required or permitted by this Agreement shall be sufficiently given if in writing and (i) personally delivered, by any courier service such as Federal Express, (ii) mailed by registered or certified mail, return receipt requested, first class postage prepaid, or (iii) sent by facsimile transmission (FAX) with an accompanying telephone call to the person being noticed. All notices shall be deemed to have been given either (a) if personally delivered, then at the time of actual delivery thereof to any Person entitled to receive such notice or officer or employee thereof, (b) if mailed, then at the completion of the third full calendar day following the mailing thereof or (c) if faxed, then upon the successful completion of the FAX transmission and the accompanying telephone call. For purposes of this Agreement, the following addresses and telephone and FAX numbers shall be used:

Sunburst Media, LP 1350 One Galleria Tower, 13355 Noel Road, Dallas, Texas  
75240, Attention: Mr. John M. Borders; telephone 972-702-7371; FAX 972-  
503-2183; and

E.E. Guthrie, Lynn Guthrie and Gary Guthrie, 18293 FM 346E, Troupe, Texas  
75789.

Any of the above addresses and numbers may be changed by written notice delivered to the other parties in the same manner as described in this paragraph. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Texas, the last day for such notification, communication or action shall be extended to the first date thereafter that is not a Saturday, Sunday or such legal holiday.

Section 21. Attorney's Fees. If any party to this Lease shall ever be required to file a law suit or institute other legal action against any other party hereto based upon this Lease, then the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred with respect to such law suit or other legal action from the non-prevailing party.

Section 22. No Joint Venture. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

Section 23. Memorandum of Lease. The Lessor and Lessee shall file of public record in Smith County, Texas a memorandum of this Lease in the form attached hereto as Exhibit "C".

Section 24. Action by Lessor. Whenever in this Lease it is provided that Lessor may take any action (including without limitation the making of any demand or request, the giving of any notice, consent or waiver, the exercise of any right or remedy, or the taking of any other action whatsoever) any such action taken by a majority in interest (as determined by percentage ownership in the Demised Premises) of the individuals comprising Lessor at the time (the "Majority in Interest") shall be conclusive and binding upon all other parties comprising Lessor; provided, however, that no amendment of this Lease shall be effective unless executed by all parties comprising Lessor or their duly authorized agents.

Section 25. Arbitration. Except to the extent the non-breaching party shall seek injunctive relief to prevent a breach, or continuing breach, of any of this Lease by any other party hereto, any controversy, dispute or claim (a "Dispute") arising out of or in connection with or relating to this Agreement shall be finally settled by arbitration conducted expeditiously before one arbitrator in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association (the "AAA"). The arbitrator shall be an attorney with no less than fifteen (15) years' experience in the practice of business law. The situs for an arbitration shall be Dallas, Texas. A final award shall be rendered as soon as reasonably possible. The arbitration decision or award shall be reasoned and in writing. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Agreement shall be consolidated and heard by the one arbitrator and shall be governed by the Federal Arbitration Act. The arbitrator is hereby authorized to allocate the attorney's fees and costs of arbitration between the parties based upon the arbitrator's assessment of the relative merits of the parties' positions, any other factors the arbitrator shall deem applicable and in the interest of achieving an equitable result.

Section 26. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE IN TEXAS AND THAT ARE TO BE WHOLLY PERFORMED IN TEXAS WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF TEXAS.

Section 27. Consent to Jurisdiction. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND THE UNITED STATES DISTRICT COURTS FOR THE STATE OF TEXAS, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF ITS OBLIGATIONS ARISING HEREUNDER OR UNDER OR IN CONNECTION WITH THE OTHER TRANSACTION DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH OF THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVES ANY AND ALL OBJECTIONS HE OR IT MAY HAVE AS TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. IN ADDITION, EACH OF THE PARTIES TO THIS AGREEMENT CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR U.S. CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY AT THE ADDRESS PROVIDED HEREIN.

Section 28. Waiver of Jury Trial. WITHOUT LIMITATION OF THE PROVISIONS OF SECTION 25, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENTS OR OTHER AGREEMENTS, DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH.

Section 29. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, the parties hereto hereby waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees, for any loss or damage that may occur to the Property or any improvements thereon by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, and employees.

Section 30. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and assigns. No term or provision of this Agreement is intended to confer, or confers, upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. THERE ARE NO THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

Section 31. Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Exhibits attached hereto are hereby incorporated herein for all purposes.



Section 32. Interference. Lessee agrees that if any signal transmitted from the Tower Facility shall cause any unlawful interference with Lessor's television reception or Lessor's cellular phone use, Lessee agrees to take such reasonable actions as shall be necessary, advisable or appropriate to correct such interference.

Section 33. Miscellaneous. This Agreement shall not be amended except pursuant to a written instrument executed by all of the parties hereto. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which the Agreement is held invalid, shall not be affected thereby. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such modification or waiver is asserted, and no failure to exercise any right, power or privilege hereunder shall operate to restrict the exercise of the same right, power or privilege upon the same or any other occasion or to restrict the exercise of any other right, power or privilege upon the same or any other occasion. The rights and remedies of the parties hereto are cumulative and are not exclusive of any right or remedies which they may otherwise have. This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original of this Agreement. This Agreement represents the entire agreement of the parties hereto and supersedes all prior agreements, understandings, letters of intent and negotiations concerning the subject matter hereof.

[The Rest of This Page Left Blank Intentionally.]

IN WITNESS WHEREOF, the undersigned parties have signed and delivered this Agreement as of the date and year first above written.

**LESSOR:**

\_\_\_\_\_  
E.E. Guthrie

\_\_\_\_\_  
Lynn Guthrie

\_\_\_\_\_  
Gary Guthrie

**LESSEE:**

**Sunburst Media, LP**

By: Sunburst Media Corporation  
Its: Sole General Partner

By: \_\_\_\_\_  
John M. Borders  
Its: President

**Exhibit "A"**  
**Ground Lease Agreement**  
**Legal Description of**  
**Demised Premises**  
**and**  
**Thirty (30) Foot Wide Easement**

[See Attached.]



Monday, March 12, 2018

Mr. Kermit Poling  
General Manager  
BD Supervisors, Louisiana State University, A & M College, Red River Radio  
One University Place  
Shreveport, LA 71115

Dear Mr. Poling:

This document has been prepared exclusively for the use of BD Supervisors, Louisiana State University and A&M College (LSU), its advisors, accountants, partners, and investors. Use of this information by other parties is expressly prohibited by Fowler Media Consulting, LLC (FMC). It is hereby further affirmed that FMC has no interest in the LSU stations.

This document was prepared from information and documents sent to FMC by LSU as of March 12, 2018, as well as other public information including, but not limited to, data published by the Radio Advertising Bureau, BIA/Kelsey, and Nielsen. This information, taken together with FMC's extensive experience in buying, selling, operating and financing radio stations and radio companies over the last 20 years, provides the basis for these opinions.

When valuing a radio asset, FMC takes into consideration a number of different variables. For example, recent comparable sales, cash flow multiples, operational results, financial forecasts, and market dynamics with the primary focus of establishing what a willing buyer is capable of paying given today's landscape. FMC also takes into consideration the views of the operator, lender, and investor to establish a price level at which a prospective buyer would not only be willing to purchase, but are also capable to finance. The resulting valuation would describe what FMC believes would be realized in a short-term marketing process. With this preliminary analysis, FMC will look heavily at comparable sales and cash flow multiples of recent transactions to lend guidance regarding the potential value of radio stations similar to the station that is pending acquisition by LSU in the Tyler, TX trade.

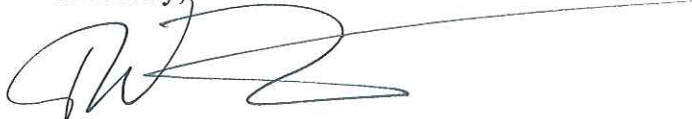
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**Fowler Media Consulting, LLC - 2317 Darts Cove Way - Mount Pleasant, SC 29466**  
**T: 843-388-5532 – F: 843-856-1898**

**Page 2, continued.**

Kermit, please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'TW Fowler', with a long horizontal flourish extending to the right.

Todd W. Fowler

Enclosure

### **Radio Industry Summary**

Radio is a powerful media outlet and despite pressure from competing digital media, it still reaches 297 million people or 92% of the U.S. population each week, according to Nielsen. Recently, a lot of positive new research illustrating the consumer's enduring love of radio, the proliferation of several new audio platforms, lessons learned about the value of localism, and the effectiveness of radio advertising for marketers could potentially renew the radio industry's position in the advertising marketplace. The long-term view of radio remains one of optimism as the industry adapts to the new digital media environment. The consensus forecast of 0% to 3% growth in 2018 will result in radio industry revenue of approximately \$18 billion. Trends for the last 8 weeks of 2017 and trends for Q1 2018 support and in some cases exceed these forecasts.

### **Present Radio Deal Values**

According to SNL Kagan, 2016 was the slowest year for radio deal making in more than three decades. While transaction velocity may have appeared to pick up in 2017, volume was propped up by the Entercom-CBS merger which finally closed late in the year. While this is the largest transaction since Clear Channel went private, it was not indicative of deal activity on the whole for 2017 and 2018 has gotten off to a very slow start. For many years the world knew CBS would be spun out in a public offering or sold outright. Since the news of the merger there have been very few transactions announced and if you were to take this transaction out of the equation, deal volume in 2017 would have been only slightly better than 2016. In 2016 there were deals totaling approximately \$501 million, less than the previous record low of \$603 million in 1982. Deal market volume was down by about one-third compared to 2015. The largest deal of 2016 was Beasley Broadcast Group's \$240 million buyout of Greater Media. The company was also a party to the second-largest transaction as it spun out four Charlotte stations to Entercom (\$24 million), a big drop off from the size of the top transaction that year. Also atypical of the current deal market is that many of the top deals are for single stations. In 2016 two of the top deals involved noncommercial stations, which is very rare. While sales of full service stations were slow, FM translator sales set a new high mark in 2016 at \$29 million, 61% more than in 2015. This is a direct result of the implementation of the FCC AM revitalization effort allowing AM station owners to move FM translators to their markets, or apply for new translator service for the purpose of simulcasting their programming on the FM band.

"Strategic" buyers for cash flowing stations and clustered station groups are willing to pay approximately 5x to 8x cash flow for certain radio assets in small, medium and large rated markets. At the high end of the range are the CBS-Entercom merger, the two Wilks deals for Kansas City and Denver, the Greater Media Sale to Beasley, and the Entercom spin-offs to Beasley ...all five at 8x cash flow. These transactions were for stations and clusters of high powered, well performing stations in high quality medium and large sized markets.

### **Summary**

Tyler, Texas is an economically stable market and the hub of an attractive region for businesses and investors. KPXI-FM, the station LSU proposes to buy, has good signal that provides excellent coverage of the city of Tyler but not complete coverage of the Tyler-Longview metro area. The transaction includes the transmitter site and associated equipment, including the building and tower, along with the transmitter, all of which are in fair to good operating condition. KPXI's transmitting facility is licensed for the following geographic coordinates: 32° 09' 08" N, 95° 03' 28" W. The station programs a country format that has become popular in the area and has garnered respectable ratings against competitive stations with more powerful signals that feature mainstream formats.

Using information from BIA/Kelsey's Radio Market Report, an "average" viable FM signal in the Tyler-Longview market is worth approximately \$2,000,000. This valuation assumes that the station in question has a full market signal covering the entire metro area, it programs a mainstream format, and has consistently good ratings and revenue performance. KPXI-FM does not have a perfect signal, a mainstream format, or the ratings and revenue that the stronger "average" stations have. Therefore its value is considerably less than the "average" viable FM stations in the market. This does not mean that KPXI-FM cannot be successfully operated or does not have significant value. The station's revenue performance would likely be better if they were operated in a larger cluster like the bigger consolidators such as Townsquare Media or Alpha Media. But due to the low level of revenue that KPXI-FM currently generates, and the lack of historical financial performance documentation, the station's value cannot be evaluated accurately with an analysis of historical or potential financial results. Instead, we used comparable sales and population coverage to arrive at an estimate of value.

As far as comparable sales are concerned, there have been three recent significant transactions in the Tyler-Longview market over the past 10+ years. Two of them were group deals involving multiple stations. The first was the sale of the Access1 cluster of 4 FMs to Alpha Media for \$7 million. This group consisted mostly of "average" stations as described earlier and was based on a multiple of cash flow. A second transaction which is currently pending is the Waller Broadcasting group of 4 "fringe" signals to an Arkansas group of investors led by former Senator Mike Huckabee. These are below average stations that are being sold in a transaction valued at \$2.8 million. The reason for the inflated price for the sub-par quality of stations was the relative value of the real estate that was included in the deal. The third transaction was a single FM station sale that closed in April 2015. It was Gleiser Communications acquisition of KWRW-FM (now KTBB-FM) for \$750,000. This was a conditional sale based on the successful move of the station's city of license from Rusk, Texas to Troupe, Texas. The new location and signal provides full coverage of the Tyler-Longview market. While the other group transactions were based on either financial performance/cash flow or the value of real estate included in the deal, the transaction for KWRW-FM was based primarily on population coverage of the station's signal. Per the BIA/Kelsey Radio Market Report, the metro population of the Tyler Longview market is approximately 400,000 people. This equates to a per person (or "per pop") valuation of \$1.88. KPXI-FM has nearly the identical signal strength as KWRW-FM. However, the KPXI tower location is not as centrally located in the Tyler-Longview market and therefore does not cover as much of the metro area population as KWRW-FM. For this reason KPXI-FM covers fewer people than KWRW-FM does with the same size signal coverage area. For this analysis we assumed that KPXI-FM covers at least 250,000 people in the Tyler-Longview metro (actual population coverage may be obtained/verified by commissioning an engineering study).

It is the opinion of Fowler Media Consulting, LLC that if a typical 90-day marketing process were conducted for KPXI-FM using the same "per pop" valuation of \$1.88 (KWRW-FM), with an estimated population coverage of 250,000 people, the station would sell for \$470,000 in an all cash deal with no financing contingencies. The price could be higher if terms were made available to potential buyers. Note that this analysis does not take into account the condition of today's capital markets, the ability for a buyer to attract debt financing for a transaction of this nature, and the available pool of buyers willing and able to fund and close a deal like this.

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Troy J. Jones Engineering and I.T.

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# KPXI-FM Site Inspection

Prepared for Red River Radio

03/29/18





# Station Info and Licensing

Call Letters: KPXI-FM                      Frequency: 100.700Mhz                      Channel: 264  
 Class: C3                                      Output: 6.4kW                                      ERP: 8.1kW  
 Transmitter Address: 20911 FM 15  
 Transmitter State: Texas  
 Transmitter City: Troup  
 City of License: Overton, TX  
 KPXI's first license was granted 11-06-1961.  
 Status: Granted                                      Date: 06/12/2002  
 License Granted: June 12 2002                                      License Expires: August 01 2021  
 FRN: 0001660240  
 Facility ID: 29916  
 File Number: BLH-20020529ABI  
 32° 09' 7.00 " N Latitude    95° 03' 27.00" W Longitude (NAD 27)  
 32.151944    -95.057500

	Polarization:	Horizontal	Vertical	
Effective Radiated Power (ERP):		8.1	8.1	kW ERP
Antenna Height Above Average Terrain:		174.	174.	meters HAAT - Calculate HAAT
Antenna Height Above Mean Sea Level:		298.	298.	meters AMSL
Antenna Height Above Ground Level:		157.	157.	meters AGL

Section 73.215 contour protection station

Directional    Antenna ID No.: 39466    Pattern Rotation: 0.0

Antenna Make: SHI    Antenna Model: 6810-2R-DA

No. of antenna sections: 2

Relative Field values for directional antenna

Relative field values listed here do not include any pattern rotation that may be indicated above.

0° 0.910	60° 1.000	120° 1.000	180° 1.000	240° 1.000	300° 0.500
10° 1.000	70° 1.000	130° 1.000	190° 1.000	250° 1.000	310° 0.490
20° 1.000	80° 1.000	140° 1.000	200° 1.000	260° 1.000	320° 0.500
30° 1.000	90° 1.000	150° 1.000	210° 1.000	270° 0.810	330° 0.520
40° 1.000	100° 1.000	160° 1.000	220° 1.000	280° 0.650	340° 0.620
50° 1.000	110° 1.000	170° 1.000	230° 1.000	290° 0.540	350° 0.730

Additional Individual Tower Information from the Antenna Structure Registration database.

FAA: FAA Study No. 1998-ASW-4122-OE

ASRN: 1058874

Antenna: Shivley 6810-2R-DA

Bays: 2

Lamps: Beacons: 6

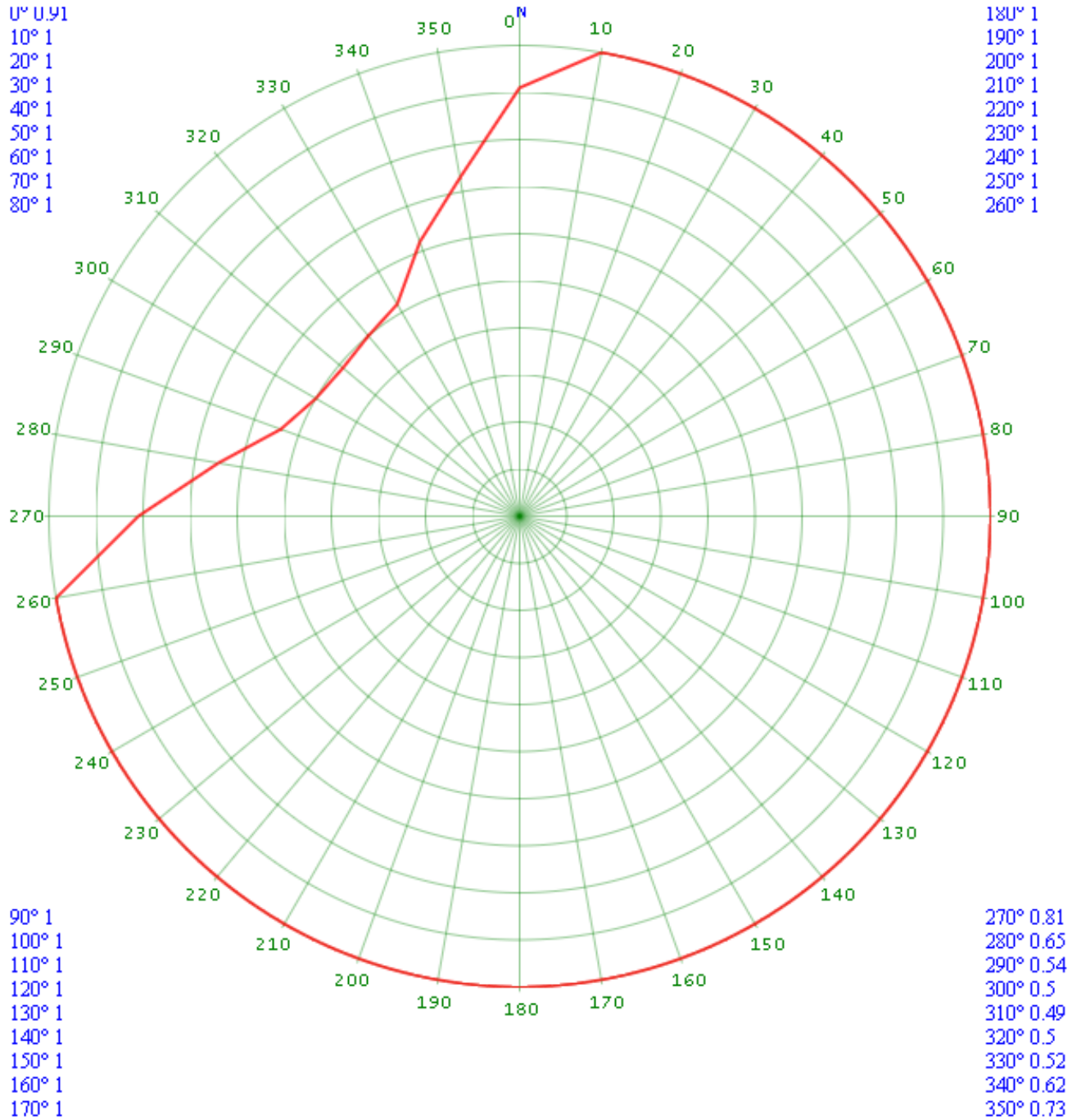
Sidelights: 6

STL Frequency: 950.000

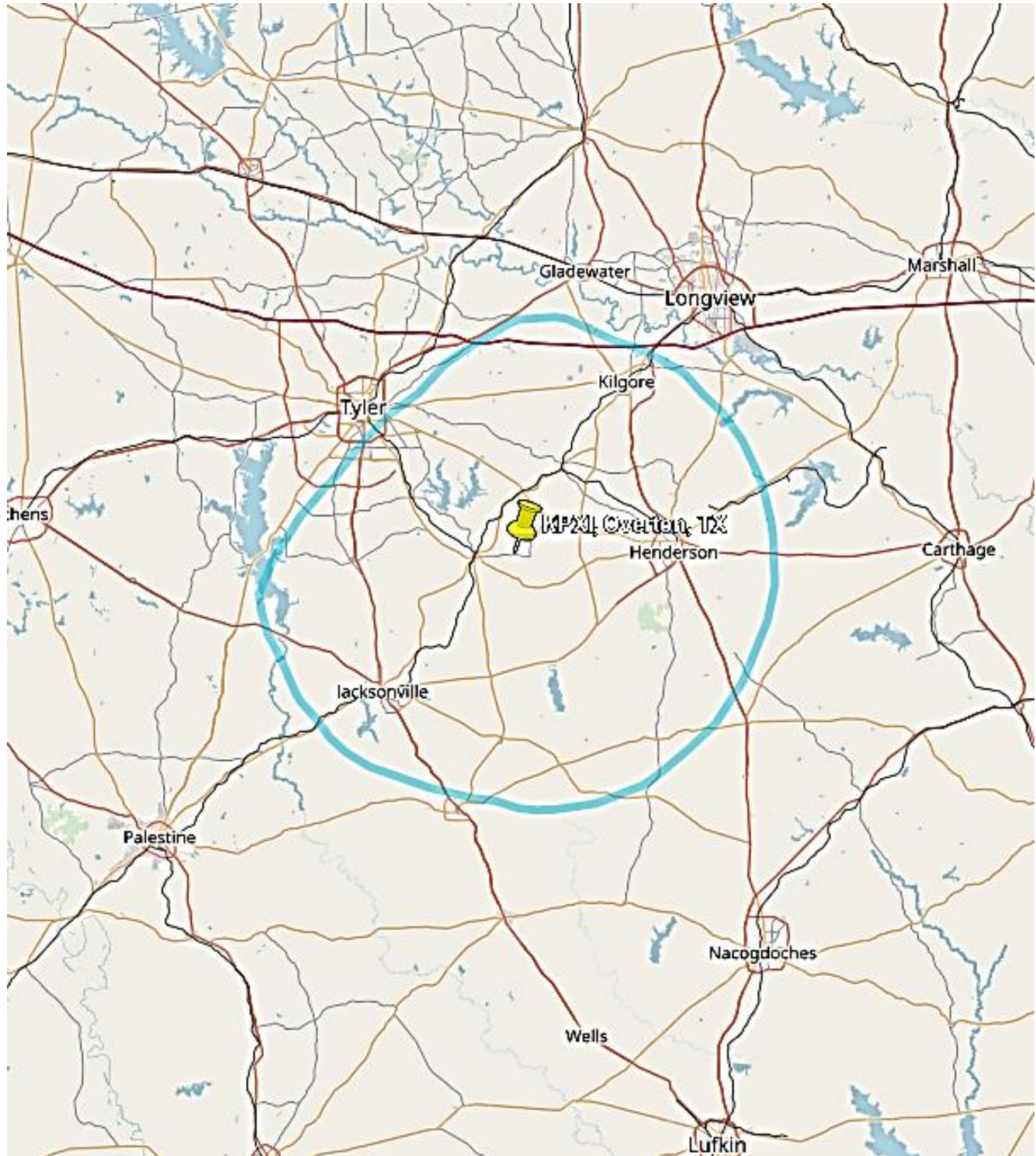
STL CALL:WQKL873

Transmit HAG 18.3 m (60 ft.)

# Directional Pattern:



# 60 dBu Service Contour for KPXI-FM



# Equipment

## Transmitter Information

Transmitter Make and Model:	Continental Electronics 816-R1C	SN:257
Tube Type:	4CX15,000A	Hours: 484128
Transmission line:	10.XJGS.240186.CRTX	
Pressurized by nitrogen tank and dehydrator. Both in working condition.		
FCC:	BQQ82H816R-1C	
Input:	200-250V 3P 50/60HZ	
Output:	11kW	
Factory Tested Date:	02-25-1999	
IPA:	Continental (Not in service) Failed 7-19-17	
Exciter:	Continental 802D1 (Not in service)	Nicom FM NT30



*Recommendations: Upgrade to HD Transmitter with IPA/Exciter*

# Equipment (continued)

## Remote Control Information

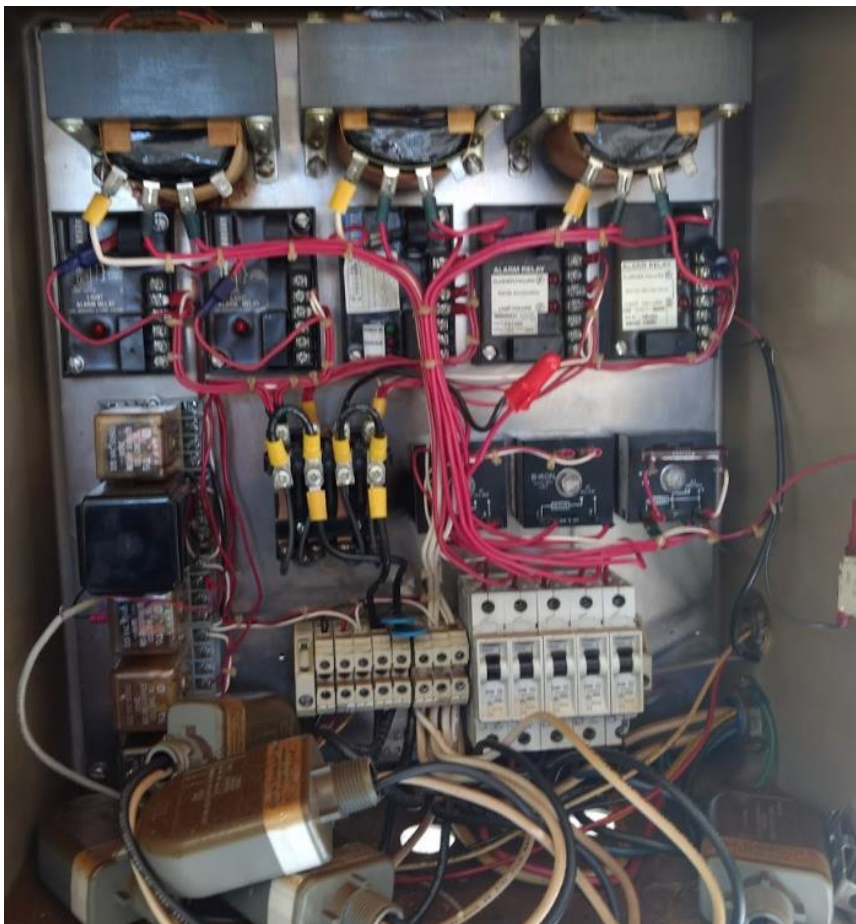
Sine Systems model Relay Panel Model RP-8  
Phone line only.

RFC1/B  
No IP connectivity on site.



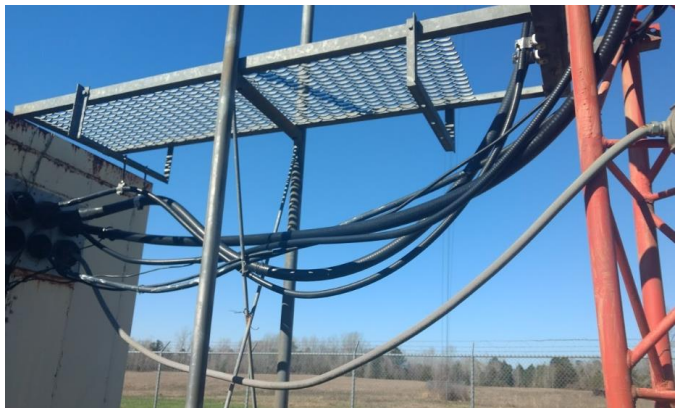
Recommendations: Upgrade connectivity to site to include IP connection. Upgrade to IP based remote control. This will be required as mentioned an STL path is not readily available to this site from the studio location.

## Tower Lighting Controller



Recommendations: None.

## Tower



## Building and HVAC



### *Recommendations:*

*Rust abatement must be performed.*

*New paint on exterior of building AFTER rust abatement.*

*Construct ICE Bridge above building to prevent future damage.*

*Upgrade HVAC (5ton) to 7.5 ton.*

*Seal building exhaust vent stack which vents outside.*

## Recommendations:

STL path should be a primary concern as of right now there is no practical path from the studios to the site as traditional RF pathways aren't an option. Along with STL, Internet service or some form of data connectivity should be considered for the site. The transmitter, too, should be upgraded to an HD transmitter with exciter/IPA. A single rack version from several vendors would be able to give us the output required for licensed TPO (Gates FAX10 or Nautel GV7.5). If upgrading the transmitter, the HVAC should also be increased as the age and size of the Bard wall unit there is only 5 tons and normal HD transmitters require at least that alone given the outside temps in the region can approach 110 degrees. There is also no generator at this site. Rust abatement of the building and construction of an ice bridge above the building should be considered. While room temperature is monitored via the remote, the stack temp and the AC temperature output aren't monitored and should be. Proper RF and HV signage for the site should also be considered as the proper RF signage isn't deployed correctly (i.e. HV is on the door of the building and is faded. RF Rad Haz WARNING is on the cattle gate and should be a Caution. The proper progression is as follows:

Notice->Caution->Warning->Danger. There are no CAUTION signs and the DANGER sign is on the exterior of the building, not near the actual danger and it is discolored and faded. Signage colors, symbols, and panel layouts should conform to ANSI Z535.1, ANSI Z535.2, and ANSI C95.2-2007 standards. Site logs and records appear to be maintained but not as frequently as monthly, sometimes going for 2-3 months without inspection. Tower lighting is also a concern as there were several instances in the log of the tower lighting being out in one or more sections, but no mention of the NOTAM being filed, the cause of the damage nor what was done to repair them, only that they are working again. Maintaining the guy wire anchors and foliage around the site is also a concern as the log references several occasions where this was not being performed adequately so that trees were growing inside the anchor fences. There is also a tenant on the tower using some form of YAGI antenna with Aprisa/Palo/Cisco equipment inside. The lease agreement for the tenant should also be considered and verified in writing. Lastly, EAS alerts will also be required to air on this station and, given that the ENDEC for the station is currently used by TWO of the owners stations, he will be retaining the EAS ENDEC of his sole use. We will have to ensure compliance with the PSHSB, IPAWS, and FCC.

## Summary:

At this time, I see no issues that would preclude purchase or sale and the recommendations above can be made as funding, time, availability and upgrades permit.



# TEXAS ASSOCIATION OF BROADCASTERS

**A**lternate

**B**roadcast

**I**nspection

**P**rogram

## INSPECTION OF KPXI-FM, 100.7 MHz

May 23, 2012  
1101 Kilgore Dr.  
Henderson, Texas 75652



## KPXI-FM Inspection

Station KPXI-FM was inspected on May 23, 2012 by TAB ABIP Inspector Albert R.(Ray) Turner. The inspection was conducted with Jerry Hanszen, Owner/Licensee, David Chenault, General Manager, and David Jacobs, Chief Operator.

### **Administrative and Non-technical**

The station is licensed to JERRY T. HANSZEN for Overton, Texas on channel 264, 100.7 MHz as a Class C3 station with a licensed power of 6.4 kW. The location of the studio and office is at 1101 Kilgore Dr., Henderson, Texas and the transmitter is located near Troup, Texas.

The Public Inspection File for KPXI-FM was well organized and complete.

The station identification was proper for KPXI-FM.

The local public telephone access to the station is 903-655-1800.



**KPXI-FM Studio**

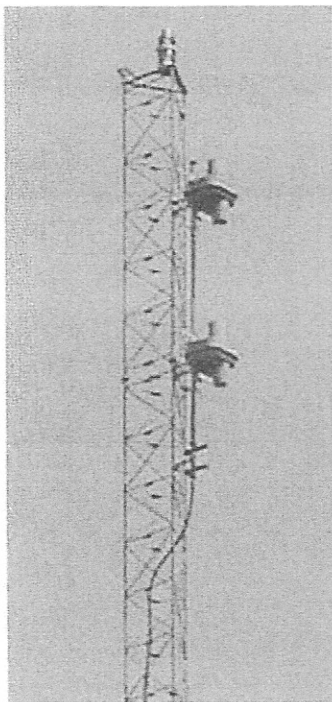
### Emergency Alert System (EAS)

The EAS equipment utilized by the station is a SAGE ENDEC. The station monitors LP-1 station KNUE, and the National Weather Service.

### Station Logs

The station logs showed the daily transmitter power checks, and tower light checks. The EAS logs showed the required weekly and monthly EAS tests. The logs were reviewed and signed by the Chief Operator.

### Antenna Structures



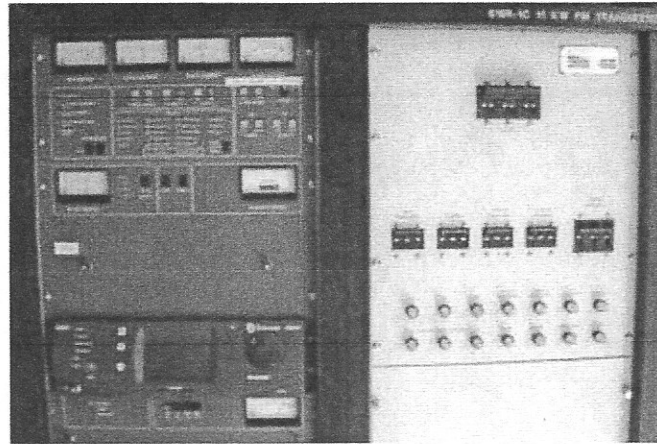
KPXI-FM Antenna



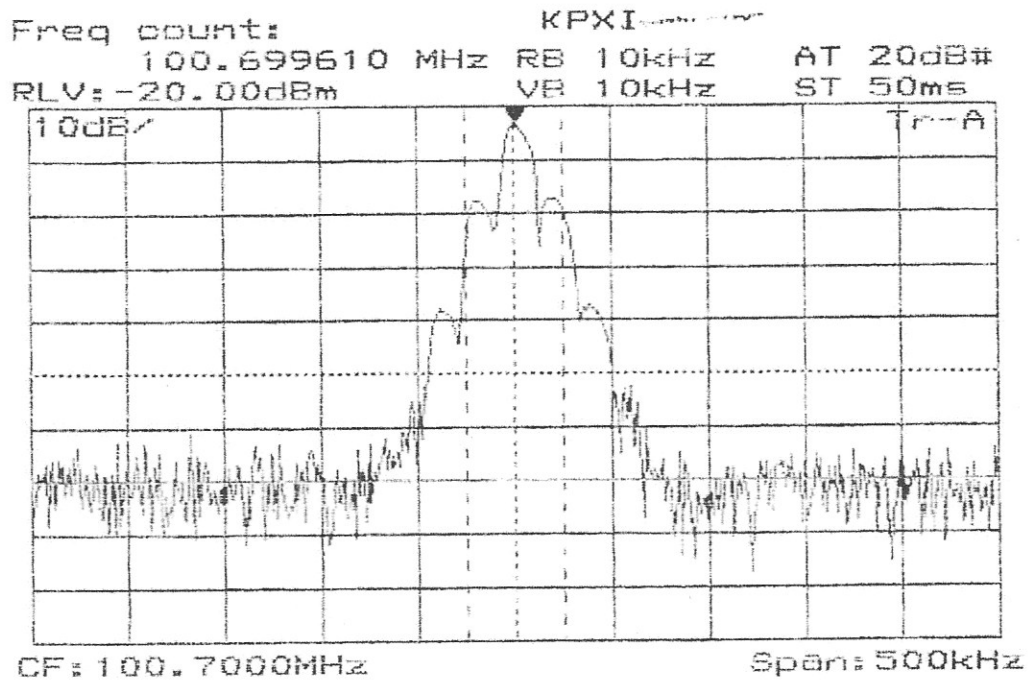
Tower Registration Sign

The tower is located approx. 6.4 km East of Troup, Texas and is owned by Hanszen Broadcasting.

Technical



KPXI-FM Continental Transmitter



KPXI-FM Frequency Measurement

The operating power of KPXI-FM was observed to be within the authorized tolerance.

The station was observed to be in very good overall condition. Since there were no deficiencies observed, I will recommend that a Certificate of Compliance be issued to station KPXI-FM.

It was a pleasure to inspect this station.



Albert R. Turner

2127 Cold Creek Ct.

Denison, TX 75020

(903) 815-5687 (cell)

Email: TurnerARay@yahoo.com



**Request from LSU Health Sciences Center-New Orleans  
to Approve a Joint Agreement to develop residential  
housing with Provident Group-HSC Properties, Inc. and  
LSU Health Foundation-New Orleans and Approval of  
Acceptable University Purpose**

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

**Date: June 29, 2018**

This matter is a significant board matter pursuant to the Board's Bylaws Art. VII, Section 9:

**A.1 General Rule.** Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

LSU Health Science Center-New Orleans seeks the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approval for the Joint Agreement.

In addition, in accordance with Section 6.3 of the Uniform Affiliation Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Board and the LSU Health Foundation, New Orleans Foundation, this matter is presented to the Board to determine if the proposal by the Foundation to enter into the Joint Agreement and to accept an onerous donation of land from Provident Group- HSC Properties, Inc. constitute an Acceptable University Purpose.

**1. Summary of the Matter**

LSUHSC-NO has two residence halls, each constructed more than fifty years ago. Periodic renovations have been completed through the years, but due to the overall design and advanced age of these facilities, further renovations are not cost-effective. While students prefer housing on or adjacent to campus for convenience, increasingly they are opting for modern off-campus solutions. Competitive campus-based student housing is essential to a vibrant and engaging academic community and enriches the student experience.

The prospect for receiving capital outlay for new resident housing through the conventional state process is dismal and in recent years higher education institutions have gone away from conventional bond financing and have turned to private-public affiliations to provide convenient and affordable housing for students. This approach eliminates the need for institutions to incur debt in order to provide modern competitive student housing on or adjacent to campus.

The LSU Health Sciences Center-New Orleans (LSUHSC-NO) was approached by Provident Resources Group, Inc. ("PRG") with a proposal that PRG would create a non-profit Louisiana corporation named Provident Group- HSC Properties, Inc. (Provident), whose only member would be PRG. Provident would purchase property proximate to the Health Sciences Center-New Orleans Campus (see Attachment I) and through an interested developer will construct enhanced housing on the property consisting of a 900-bed residential living-learning community and related amenities (the "Facility") that would be available for students registered in a professional academic health program at LSUHSC-NO, regular, full time and part time faculty and staff of LSUHSC-NO, visiting faculty serving at LSUHSC-NO on a temporary basis, persons participating in any LSUHSC-NO sponsored activity or program, and, to the extent beds are available after giving first choice to the above individuals, to physicians, medical residents and the staff of University Medical Center and to full time students attending other accredited public institutions of higher education within the City of New Orleans. These resident standards will sustain a

professional and educational campus environment. Provident expects to finance the acquisition of the land and the development and construction of the Facility through the issuance of tax-exempt bonds.

It is anticipated that the Foundation would directly purchase two smaller parcels (see Attachment II) needed by Provident for the project. Provident intends to purchase the bulk of the property needed for the construction, donate the property at closing to the Foundation, and then lease from the Foundation the donated property and the two parcels that the Foundation itself acquires for the construction of the Facility. The Foundation plans to finance its acquisition of those two smaller parcels and to utilize rental from Provident of those two parcels to satisfy the Foundation's debt service. In addition, Provident has asked for a license from LSUHSC-NO for a limited non-exclusive use of LSUHSC-NO's name, marks and logo in conjunction with the promotion of the new residential facility and will also enter into a long term lease for parking (between 400 and 500 spaces) with LSUHSC-NO (see Attachment III).

The Foundation is an "Affiliate" of the LSU Board of Supervisors, pursuant to the terms and conditions of the Uniform Affiliation Agreement dated July 1, 2009 between the Foundation and the LSU Board of Supervisors, which describes the Affiliate's purpose and status including the Foundation's obligation to support one or more programs, facilities, research or educational opportunities offered by LSUHSC-NO. Pursuant to the Uniform Affiliation Agreement, Chancellor Hollier recommends approval to the LSU Board based on his determination that LSUHSC-NO would benefit from the development of enhanced housing proximate to the University and from the involvement of the Foundation as a party to that transaction. Furthermore, upon the conclusion of the payment of the debt incurred by Provident, the facility constructed by Provident on the land would become owned by the Foundation. Prior to closing, the Foundation will have purchased the two additional smaller parcels at an estimated combined cost of \$450,000. The Foundation will become the owner of the land donated to it by Provident (estimated value between \$2.0-2.5 million) at the initial closing of Provident's financing, Foundation will then lease all of the parcels back to Provident and Provident will construct the housing facility on the leased land. The plan envisions that the housing will be constructed on property bounded by Johnson Street, Perdido Street, Poydras Street, and Galvez Street in New Orleans, Louisiana. This property is adjacent to the Health Sciences Center- New Orleans Campus. LSUHSC agrees not to build new competing housing on the main campus bounded by Claiborne, Galvez, Poydras and Canal Streets (see Attachment IV). This restriction however excludes the portion of campus east of Claiborne and the Dental School campus.

On June 26, 2017, the Board of Directors of the Foundation approved the participation of the Foundation in this project subject to the approval of the LSU Board of Supervisors.

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

It is proposed that Provident, the Foundation and the LSU Board of Supervisors enter into the Joint Agreement. The Joint Agreement will provide that LSU would receive an annual licensing royalty payment for the limited non-exclusive use of LSUHSC-NO's name, marks and logo in connection with the promotion of the residential housing. LSU would receive 80% of the net available annual surplus cash flow from the housing facility up to the amount each year currently due on the University's previously issued and outstanding bonds. In 2000, the LSU Board of Supervisors issued auxiliary revenue bonds in the amount of \$15,910,000 for the benefit of LSUHSC-NO. Those bonds were refunded in 2013, and the outstanding balance, including unamortized interest, is \$15.2 million as of June 30, 2018 (see Attachment V). The proceeds from the 2000 issuance were used to construct/renovate housing on the Campus of LSUHSC-NO. Once the bonds are retired, LSUHSC-NO will receive 50% of the net available annual surplus thereafter. Under no circumstance will LSUHSC-NO be paid less than \$200,000 in any one year. The Foundation's portion is paid to Foundation as rent for the parcels of land owned by the Foundation including the land donated to the Foundation by Provident at closing.

LSUHSC-NO will continue to operate its existing student housing facilities. It is anticipated that a number of students in these facilities will transfer to the new housing, but it is expected that a greater

number will relocate from various off-campus locations to the new residence hall. The revenues from existing LSUHSC-NO student housing along with all additional auxiliary revenues are pledged to the debt service on the LSU Board's bonds. Auxiliary revenues totaled \$9.4 million in FY 2016-17. The annual debt service is \$1.17 million per year and will be retired in 2031.

Project construction would begin in the fall of 2018 and would require about 18 months to complete. Total development costs are estimated at \$115 million (see Attachment VI).

### 3. Fiscal Impact

LSUHSC-NO will receive net cash flows as royalty payments from the Joint Agreement related to its share of the annual operating surplus as well as from a long-term Lease Agreement with Provident for parking related to the facility as referenced above. Table-1 below shows new revenue projections over the first six years of the project based on the Project Financial Proforma (see Attachment VII).

**Table-1** **Projected New Revenue from Joint Agreement and other Supporting Agreements**

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Parking	\$ 250,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
Trademark Licensing Fee	593,448.80	781,053.60	974,286.40	1,173,316.00	1,378,316.00	1,589,466.40
<b>Projected Cash Flow</b>	<b>\$ 843,448.80</b>	<b>\$ 1,081,053.60</b>	<b>\$ 1,274,286.40</b>	<b>\$ 1,473,316.00</b>	<b>\$ 1,678,316.00</b>	<b>\$ 1,889,466.40</b>

Revenues to LSUHSC-NO from the Parking Lease Agreement are expected to range between \$250,000 and \$300,000 annually, based on an estimated prevailing local monthly market rate of \$50 per space and the need for up to 500 spaces.

Existing LSUHSC-NO student housing generates just over \$2 million in revenue annually and covers operating and allocated overhead expenses. Table-2 below shows the trend in revenue and expenditures during the past four years.

**Table-2** **Existing Student Housing Financial Summary**

Facility		Estimated			
		<u>FY 2017-18</u>	<u>FY 2016-17</u>	<u>FY 2015-16</u>	<u>FY 2014-15</u>
Staislaus/Residence Hall	Revenue	\$ 2,191,152	\$ 2,132,219	\$ 2,249,234	\$ 2,044,132
Staislaus/Residence Hall	Expenses	2,127,878	1,997,770	2,144,939	1,926,786
	<b>Net Income</b>	<b>\$ 63,274</b>	<b>\$ 134,449</b>	<b>\$ 104,295</b>	<b>\$ 117,346</b>

LSUHSC-NO student housing has averaged 70% occupancy in recent years, see Table-3 below. On average monthly rental costs for a one bed unfurnished unit are just over \$700, while the proposed student housing will average \$1060 for a one bed unit, but will feature upgraded and modern accommodations. Multi-bed units have similar prorated pricing structures.



**Table- 3**

**Existing Student Housing Capacity vs. Occupancy**

Facility	Units	Rented	Rented	Rented	Rented
		FY 2017-18	FY 2016-17	FY 2015-16	FY 2014-15
Dorm Rooms (Stanislaus)	154	79	89	106	96
Dorm Rooms (Res Hall)	37	33	31	30	28
1 Bedroom Apt (Res Hall)	64	62	62	60	55
2 Bedroom Apt (Res Hall)	88	68	69	66	63
3 Bedroom Apt (Res Hall)	14	9	12	9	8
<b>Total</b>	357	251	263	271	250
Occupancy		70%	74%	76%	70%

While LSUHSC-NO stands to lose some revenue from existing students who decide to transfer to the newer student housing project, the additional revenue from trademark licensing and the parking lease are anticipated to offset any net loss in cash-flows. Bond counsel has affirmed his opinion that LSUHSC-NO will not violate its existing covenants on outstanding bonds by entering into the Joint Agreement (see Attachment VIII).

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

A draft of the Joint Agreement is attached hereto, and the final Joint Agreement will be reviewed by the Office of General Counsel prior to execution (see Attachment IX).

**6. Parties of Interest**

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Foundation, New Orleans, Provident Resources Group, Inc. and Provident Group- HSC Properties, Inc.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None known.

**ATTACHMENTS**

- I. Property to be Donated- Map
- II. Downtown Housing Location – Map
- III. Proposed Leased Parking
- IV. Campus Map
- V. Bond Debt Service Schedule
- VI. Estimated Development Cost Summary
- VII. Project Financial Proforma
- VIII. Letter from Bond Counsel
- IX. Draft Joint Agreement

X. Letter from Chancellor Larry Hollier, MD

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Joint Agreement among Board of Supervisors of LSU, LSU Health Foundation, New Orleans and Provident Group- HSC Properties, Inc.

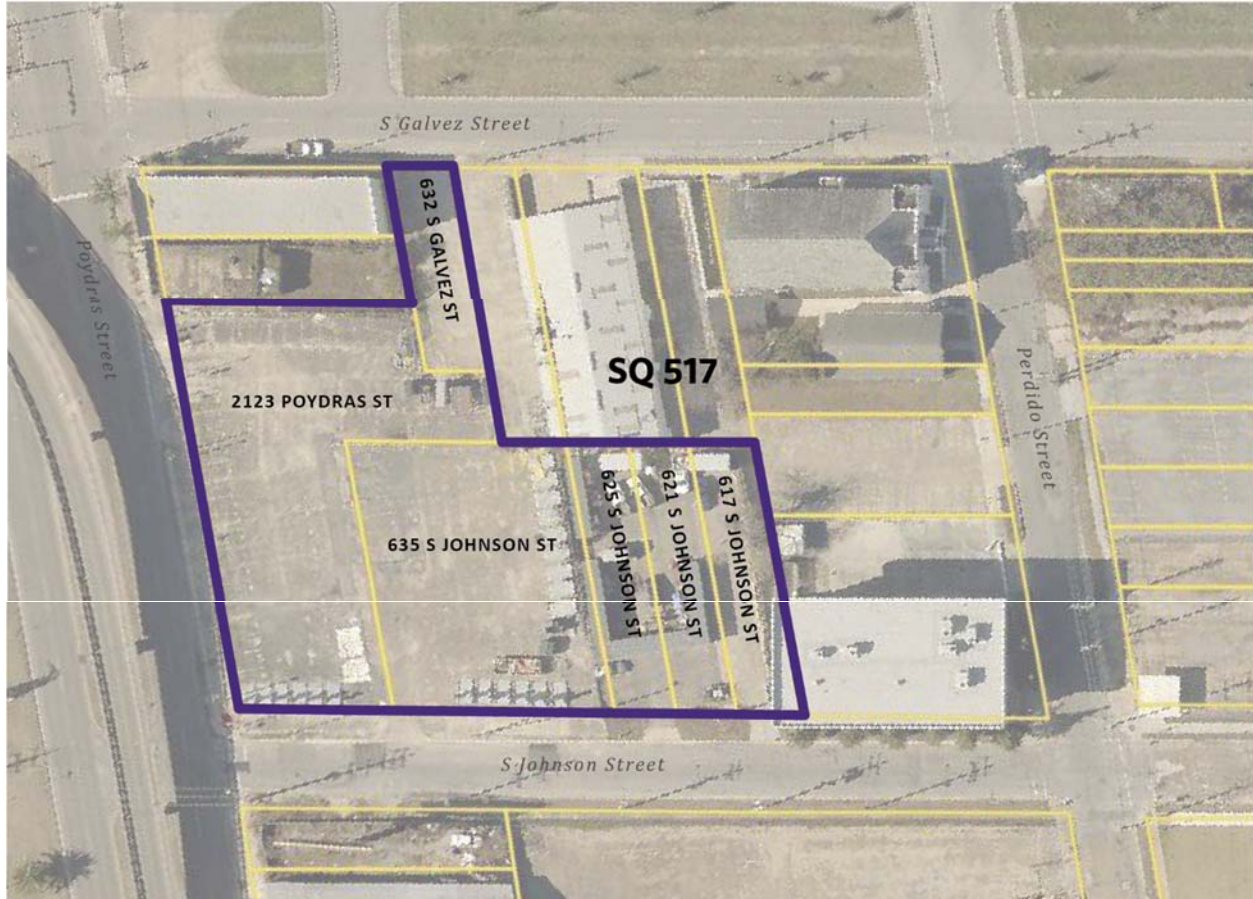
**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to execute such other consents, approvals, amendments and agreements as are necessary to effectuate said Joint Agreement and to include in the Joint Agreement and in such other consents, approvals, amendments and agreements those terms and conditions as he deems to be in the best interest of the Board of Supervisors of LSU.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, pursuant to the Uniform Affiliation Agreement by and between the LSU Board of Supervisors and the LSU Health Foundation, New Orleans finds an Acceptable University Purpose for the LSU Health Foundation, New Orleans to be party to the Joint Agreement and to accept a donation of immovable property as a part of the overall transaction with Provident Group- HSC Properties, Inc.

# ATTACHMENT I

## PROPERTY TO BE DONATED

Figure 1. Properties to be Donated are Located on SQ 517 in New Orleans, Louisiana



The property to be donated consists of 6 parcels on SQ 517 in City of New Orleans, Parish of Orleans, State of Louisiana. Two of these parcels have been formed by combining 2 or more lots. This legal description is composed of the legal descriptions of each parcel which are identified by the location address recognized by the City of New Orleans.

1. Location Address: 2123 POYDRAS ST is located on SQ 517 and consists of LOT 6; 31'9" x 120'; LOT 5; 34'5" x 149'; LOT 28; 132' x 74'; in entirety.
2. Location Address: 632 S GALVEZ ST is located on SQ 517 LOT 23; 29'3" x 97' in entirety.
3. Location Address: 635 S JOHNSON ST is located on SQ 517 LOT 5 and PT LOT 6; 52'3" x 132'3"; PT LOT 6 and LOT 7; 52'3" x 132'3".
4. Location Address: 625 S JOHNSON ST is located on SQ 517 LOT 8; 29'3" x 123'3" in entirety.
5. Location Address: 621 S JOHNSON ST is located on SQ 517 LOT9; 29'3" x 132'3" in entirety.
6. Location Address: 617 S JOHNSON ST is located on SQ 517 LOT 10; 29'3" x 132'3" in entirety.

## ATTACHMENT II DOWNTOWN HOUSING LOCATION

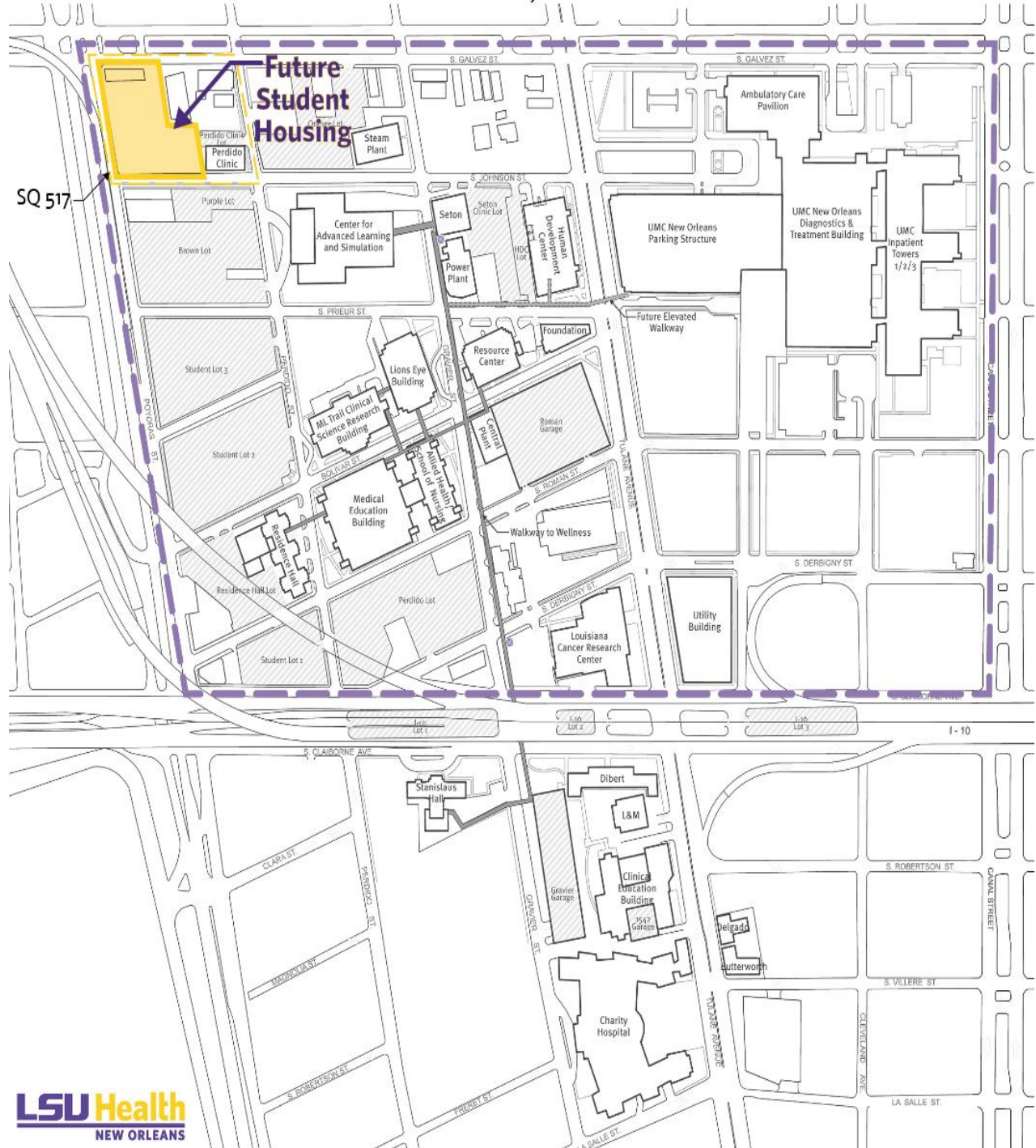


**ATTACHMENT III  
PROPOSED LEASED PARKING**



# ATTACHMENT IV DOWNTOWN HOUSING LOCATION

## LSU HEALTH DOWNTOWN CAMPUS MAP NEW ORLEANS, LOUISIANA



## Attachment V

**LSU HEALTH SCIENCE CENTER NEW ORLEANS  
REVENUE BONDS, SERIES 2013  
DEBT SERVICE SCHEDULE  
DATE OF ISSUE: SEPTEMBER 4, 2014**

<u>DATE</u>	<u>BEGINNING</u>	<u>PRINCIPAL</u>	<u>COUPON</u>	<u>INTEREST</u>	<u>ENDING</u>	<u>TOTAL P+I</u>
6/30/2014	12,830,000.00	-	0.00%	334,108.29	12,830,000.00	334,108.29
6/30/2015	12,830,000.00	-	0.00%	507,506.26	12,830,000.00	507,506.26
6/30/2016	12,830,000.00	50,000.00	2.00%	507,506.26	12,780,000.00	557,506.26
6/30/2017	12,780,000.00	665,000.00	3.00%	506,506.26	12,115,000.00	1,171,506.26
6/30/2018	12,115,000.00	680,000.00	3.00%	486,556.26	11,435,000.00	1,166,556.26
6/30/2019	11,435,000.00	705,000.00	3.00%	466,156.26	10,730,000.00	1,171,156.26
6/30/2020	10,730,000.00	720,000.00	3.00%	445,006.26	10,010,000.00	1,165,006.26
6/30/2021	10,010,000.00	740,000.00	3.00%	423,406.26	9,270,000.00	1,163,406.26
6/30/2022	9,270,000.00	770,000.00	4.00%	401,206.26	8,500,000.00	1,171,206.26
6/30/2023	8,500,000.00	800,000.00	3.63%	370,406.26	7,700,000.00	1,170,406.26
6/30/2024	7,700,000.00	830,000.00	4.00%	341,406.26	6,870,000.00	1,171,406.26
6/30/2025	6,870,000.00	860,000.00	4.00%	308,206.26	6,010,000.00	1,168,206.26
6/30/2026	6,010,000.00	890,000.00	4.25%	273,806.26	5,120,000.00	1,163,806.26
6/30/2027	5,120,000.00	935,000.00	4.38%	235,981.26	4,185,000.00	1,170,981.26
6/30/2028	4,185,000.00	975,000.00	4.50%	195,075.00	3,210,000.00	1,170,075.00
6/30/2029	3,210,000.00	1,020,000.00	4.63%	151,200.00	2,190,000.00	1,171,200.00
6/30/2030	2,190,000.00	1,070,000.00	4.75%	104,025.00	1,120,000.00	1,174,025.00
6/30/2031	1,120,000.00	1,120,000.00	4.75%	53,200.00	-	1,173,200.00
Total		12,830,000.00	4.267%	6,111,264.67		18,941,264.67
Premium/(Discount)		(52,413.85)		-		(52,413.85)
Total Bonds Payable		12,777,586.15		6,111,264.67		18,888,850.82

# ATTACHMENT VI

## ESTIMATED DEVELOPMENT COST SUMMARY - TAX EXEMPT BONDS



LSU - Health Sciences

Estimated Development Cost Summary - Tax Exempt Bonds

S Galvez St & S Jonson St

	Total \$	Percentage	Per Unit	Per Bed	Per RSF	Per Gross SQFT
Totals			619	918	354,782	425,670
<b>Land Acquisition Cost</b>	<b>2,500,000.00</b>	<b>2.2%</b>	<b>\$4,039</b>	<b>\$2,723</b>	<b>\$7.05</b>	<b>\$5.87</b>
<b>Total Building Hard Cost</b>	<b>72,000,000.00</b>	<b>62.3%</b>	<b>116,316.64</b>	<b>78,431.37</b>	<b>202.94</b>	<b>169.15</b>
<b>Developer Soft Costs</b>						
Total Municipal Costs:	2,520,000.00	2.2%	4,071.08	2,745.10	7.10	5.92
Total Land Carry Costs:	-	0.0%	-	-	-	-
Total Architecture & Engineering:	2,880,000.00	2.5%	4,652.67	3,137.25	8.12	6.77
Total Testing / Surveys / Consultants:	315,000.00	0.3%	508.89	343.14	0.89	0.74
Total Inspection Fees:	44,000.00	0.0%	71.08	47.93	0.12	0.10
Total Insurance:	600,000.00	0.5%	969.31	653.59	1.69	1.41
Total Broker Fees:	-	0.0%	-	-	-	-
Total Legal Costs:	591,000.00	0.5%	954.77	643.79	1.67	1.39
Total Furniture & Equipment:	2,194,260.00	1.9%	3,544.85	2,390.26	6.18	5.15
Total Marketing / Start-Up Costs:	804,000.00	0.7%	1,298.87	875.82	2.27	1.89
Total Miscellaneous:	375,000.00	0.3%	605.82	408.50	1.06	0.88
Total Contingency:	4,241,000.00	3.7%	6,851.37	4,619.83	11.95	9.96
<b>Total Developer Soft Costs:</b>	<b>14,564,260.00</b>	<b>12.6%</b>	<b>23,528.69</b>	<b>15,865.21</b>	<b>41.05</b>	<b>34.21</b>
<b>Total Project Costs:</b>	<b>89,064,260.00</b>	<b>77.1%</b>	<b>143,884.10</b>	<b>97,019.89</b>	<b>251.04</b>	<b>209.23</b>
<b>Total Developer Fees:</b>	<b>5,173,000.00</b>	<b>4.5%</b>	<b>8,357.03</b>	<b>5,635.08</b>	<b>14.58</b>	<b>12.15</b>
Debt Service Reserve	7,090,047.90	6.1%	11,454.04	7,723.36	19.98	16.66
Cost of Issuance	2,034,780.00	1.8%	3,287.21	2,216.54	5.74	4.78
Capitalized Interest	12,126,345.00	10.5%	19,590.22	13,209.53	34.18	28.49
Additional Proceeds	-	0.0%	-	-	-	-
<b>Total Financing Cost:</b>	<b>21,251,172.90</b>	<b>18.4%</b>	<b>34,331.46</b>	<b>23,149.43</b>	<b>59.90</b>	<b>49.92</b>
<b>Total Development Cost</b>	<b>115,488,432.90</b>	<b>100.0%</b>	<b>186,572.59</b>	<b>125,804.39</b>	<b>325.52</b>	<b>271.31</b>
<b>Total Development Cost - Rounded</b>	<b>115,489,000.00</b>		<b>186,573.51</b>	<b>125,805.01</b>	<b>325.52</b>	<b>271.31</b>



# ATTACHMENT VII

## FINANCIAL PROFORMA



**LSU - Health Sciences**  
**Operating Pro-forma - Tax Exempt Bonds**

**S Galvez St & S Jonson St**

Operations Year #	10												
	Per Bed	Per Unit	Percentage	1	2	3	4	5	6	7	8	9	10
				August-19 July-20	August-20 July-21	August-21 July-22	August-22 July-23	August-23 July-24	August-24 July-25	August-25 July-26	August-26 July-27	August-27 July-28	August-28 July-29
<b>POTENTIAL GROSS REVENUE</b>													
Residential Gross Potential Rent (GPR)	\$ 13,057	\$ 19,365	100.00%	\$ 11,986,728	\$ 12,346,330	\$ 12,716,720	\$ 13,098,221	\$ 13,491,168	\$ 13,895,903	\$ 14,312,780	\$ 14,742,163	\$ 15,184,428	\$ 15,639,961
GPR Increase:					3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Residential Vacancy & Credit Loss	\$ (653)	\$ (968)	-5.00%	\$ (599,336)	\$ (617,316)	\$ (635,836)	\$ (654,911)	\$ (674,558)	\$ (694,795)	\$ (715,639)	\$ (737,108)	\$ (759,221)	\$ (781,998)
Vacancy Percentage of GPR				5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
<b>Residential Net Rental Revenue (NRR)</b>	<b>\$ 12,405</b>	<b>\$ 18,396</b>	<b>98.52%</b>	<b>\$ 11,387,392</b>	<b>\$ 11,729,013</b>	<b>\$ 12,080,884</b>	<b>\$ 12,443,310</b>	<b>\$ 12,816,610</b>	<b>\$ 13,201,108</b>	<b>\$ 13,597,141</b>	<b>\$ 14,005,055</b>	<b>\$ 14,425,207</b>	<b>\$ 14,857,963</b>
Other Income @ 1.5%	\$ 186	\$ 277	1.48%	\$ 171,154	\$ 176,289	\$ 181,578	\$ 187,025	\$ 192,636	\$ 198,415	\$ 204,367	\$ 210,498	\$ 216,813	\$ 223,318
Total Other Income	\$ 186	\$ 277	1.48%	\$ 171,154	\$ 176,289	\$ 181,578	\$ 187,025	\$ 192,636	\$ 198,415	\$ 204,367	\$ 210,498	\$ 216,813	\$ 223,318
<b>Residential Effective Gross Revenue</b>	<b>\$ 12,591</b>	<b>\$ 18,673</b>	<b>100.00%</b>	<b>\$ 11,558,546</b>	<b>\$ 11,905,302</b>	<b>\$ 12,262,461</b>	<b>\$ 12,630,335</b>	<b>\$ 13,009,245</b>	<b>\$ 13,399,523</b>	<b>\$ 13,801,508</b>	<b>\$ 14,215,554</b>	<b>\$ 14,642,020</b>	<b>\$ 15,081,281</b>
Commercial Gross Rent				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vacancy Rate				5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Less: Vacancy (5% of PGR)	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Commercial Effective Gross Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Project Effective Gross Revenue (EGR)</b>	<b>\$ 12,591</b>	<b>\$ 18,673</b>	<b>100.00%</b>	<b>\$ 11,558,546</b>	<b>\$ 11,905,302</b>	<b>\$ 12,262,461</b>	<b>\$ 12,630,335</b>	<b>\$ 13,009,245</b>	<b>\$ 13,399,523</b>	<b>\$ 13,801,508</b>	<b>\$ 14,215,554</b>	<b>\$ 14,642,020</b>	<b>\$ 15,081,281</b>
<b>OPERATING EXPENSES</b>													
Administration / Residence Life	\$ 175	\$ 260	1.39%	\$ 160,650	\$ 165,470	\$ 170,434	\$ 175,547	\$ 180,813	\$ 186,237	\$ 191,825	\$ 197,579	\$ 203,507	\$ 209,612
Leasing & Marketing	\$ 175	\$ 260	1.39%	\$ 160,650	\$ 165,470	\$ 170,434	\$ 175,547	\$ 180,813	\$ 186,237	\$ 191,825	\$ 197,579	\$ 203,507	\$ 209,612
Employee Expenses	\$ 966	\$ 1,432	7.67%	\$ 886,600	\$ 913,198	\$ 940,594	\$ 968,812	\$ 997,876	\$ 1,027,812	\$ 1,058,647	\$ 1,090,406	\$ 1,123,118	\$ 1,156,812
Repairs & Maintenance	\$ 150	\$ 222	1.19%	\$ 137,700	\$ 141,831	\$ 146,086	\$ 150,469	\$ 154,983	\$ 159,632	\$ 164,421	\$ 169,354	\$ 174,434	\$ 179,667
Grounds & Landscape Expense	\$ 33	\$ 48	0.26%	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 34,778	\$ 35,822	\$ 36,896	\$ 38,003	\$ 39,143
Common Area Expense	\$ 120	\$ 178	0.95%	\$ 110,000	\$ 113,300	\$ 116,699	\$ 120,200	\$ 123,806	\$ 127,520	\$ 131,346	\$ 135,286	\$ 139,345	\$ 143,525
Turnover Expense	\$ 175	\$ 260	1.39%	\$ 160,650	\$ 165,470	\$ 170,434	\$ 175,547	\$ 180,813	\$ 186,237	\$ 191,825	\$ 197,579	\$ 203,507	\$ 209,612
<b>Controllable Residential Expenses</b>	<b>\$ 1,441</b>	<b>\$ 2,112</b>	<b>14.24%</b>	<b>\$ 1,646,250</b>	<b>\$ 1,695,638</b>	<b>\$ 1,746,507</b>	<b>\$ 1,798,902</b>	<b>\$ 1,852,869</b>	<b>\$ 1,908,455</b>	<b>\$ 1,965,709</b>	<b>\$ 2,024,680</b>	<b>\$ 2,085,420</b>	<b>\$ 2,147,983</b>
Management Fee	\$ 441	\$ 654	3.50%	\$ 404,549	\$ 416,686	\$ 429,186	\$ 442,062	\$ 455,324	\$ 468,983	\$ 483,053	\$ 497,544	\$ 512,471	\$ 527,845
Utility Expense	\$ 1,141	\$ 1,692	9.06%	\$ 1,047,120	\$ 1,078,534	\$ 1,110,890	\$ 1,144,216	\$ 1,178,543	\$ 1,212,899	\$ 1,250,316	\$ 1,287,826	\$ 1,326,460	\$ 1,366,254
501c3 Ownership Fee	\$ 189	\$ 280	1.50%	\$ 173,378	\$ 178,580	\$ 183,937	\$ 189,455	\$ 195,139	\$ 200,993	\$ 207,023	\$ 213,233	\$ 219,630	\$ 226,219
Cable & Internet	\$ 322	\$ 478	2.56%	\$ 295,860	\$ 304,736	\$ 313,878	\$ 323,294	\$ 332,993	\$ 342,983	\$ 353,272	\$ 363,870	\$ 374,787	\$ 386,030
Insurance	\$ 206	\$ 305	1.63%	\$ 188,828	\$ 194,493	\$ 200,328	\$ 206,337	\$ 212,527	\$ 218,903	\$ 225,470	\$ 232,234	\$ 239,202	\$ 246,378
Bond Related Expenses	\$ 35	\$ 53	0.28%	\$ 32,500	\$ 33,475	\$ 34,479	\$ 35,514	\$ 36,579	\$ 37,676	\$ 38,807	\$ 39,971	\$ 41,170	\$ 42,405
Subordinate Operating Expenses	\$ (727)	\$ (1,077)	-5.77%	\$ (666,940)	\$ (666,940)	\$ (431,706)	\$ (189,416)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Non-Controllable Residential Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,475,296</b>	<b>\$ 1,539,563</b>	<b>\$ 1,840,991</b>	<b>\$ 2,151,463</b>	<b>\$ 2,411,105</b>	<b>\$ 2,483,438</b>	<b>\$ 2,557,941</b>	<b>\$ 2,634,679</b>	<b>\$ 2,713,719</b>	<b>\$ 2,795,131</b>
<b>Total Operating Expenses</b>	<b>\$ 3,400</b>	<b>\$ 5,043</b>	<b>27.01%</b>	<b>\$ 3,121,546</b>	<b>\$ 3,235,200</b>	<b>\$ 3,587,498</b>	<b>\$ 3,950,364</b>	<b>\$ 4,263,973</b>	<b>\$ 4,391,893</b>	<b>\$ 4,523,649</b>	<b>\$ 4,659,359</b>	<b>\$ 4,799,140</b>	<b>\$ 4,943,114</b>
Total Operating Expenses Per Unit	\$5,043	\$5,226		\$5,226	\$5,796	\$6,382	\$6,888	\$7,095	\$7,308	\$7,527	\$7,753	\$7,986	\$8,228
Operating Expenses Per Bed	\$3,400	\$3,524		\$3,524	\$3,908	\$4,303	\$4,645	\$4,784	\$4,928	\$5,076	\$5,228	\$5,385	\$5,548
Operating Expenses Per GSF	\$7.33	\$7.60		\$7.60	\$8.43	\$9.28	\$10.02	\$10.32	\$10.63	\$10.95	\$11.27	\$11.61	\$11.97
Controllable Expenses Per Bed	\$1,793	\$1,847		\$1,847	\$1,903	\$1,960	\$2,018	\$2,079	\$2,141	\$2,206	\$2,272	\$2,340	\$2,410
Non-Controllable Expenses Per Bed	\$1,607	\$1,677		\$1,677	\$2,005	\$2,344	\$2,626	\$2,705	\$2,786	\$2,870	\$2,956	\$3,045	\$3,143
Expense Ratio	27.01%	27.17%		27.01%	27.17%	29.26%	31.28%	32.78%	32.78%	32.78%	32.78%	32.78%	32.78%
<b>NOI, Before Reserves</b>	<b>\$ 9,191</b>	<b>\$ 13,630</b>		<b>\$ 8,437,000</b>	<b>\$ 8,670,102</b>	<b>\$ 8,674,964</b>	<b>\$ 8,679,971</b>	<b>\$ 8,745,272</b>	<b>\$ 9,007,630</b>	<b>\$ 9,277,859</b>	<b>\$ 9,556,195</b>	<b>\$ 9,842,880</b>	<b>\$ 10,138,167</b>
Less: Reserve For Replacement	\$ 175	\$ 254		\$ 157,325	\$ 162,045	\$ 166,906	\$ 171,913	\$ 177,071	\$ 182,383	\$ 187,854	\$ 193,490	\$ 199,295	\$ 205,273
Reserves Per Unit	\$254	\$262		\$262	\$270	\$278	\$286	\$295	\$303	\$313	\$322	\$332	\$342
Reserves Per Bed	\$175	\$177		\$177	\$182	\$187	\$193	\$199	\$205	\$211	\$217	\$224	\$231
<b>NOI After Reserves</b>	<b>\$ 9,019</b>	<b>\$ 13,376</b>		<b>\$ 8,279,675</b>	<b>\$ 8,508,057</b>	<b>\$ 8,508,057</b>	<b>\$ 8,508,057</b>	<b>\$ 8,568,201</b>	<b>\$ 8,825,247</b>	<b>\$ 9,090,005</b>	<b>\$ 9,362,705</b>	<b>\$ 9,643,586</b>	<b>\$ 9,932,893</b>
<b>NON-OPERATING INCOME</b>													
Earnings DSRF				\$6,211	\$15,005	\$15,005	\$15,005	\$15,005	\$15,005	\$15,005	\$15,005	\$15,005	\$15,005
<b>Total Non-Operating Income</b>				<b>\$6,211</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>	<b>\$15,005</b>
<b>Cash Flow Before Debt Service</b>				<b>\$ 8,285,886</b>	<b>\$ 8,523,063</b>	<b>\$ 8,523,063</b>	<b>\$ 8,523,063</b>	<b>\$ 8,583,206</b>	<b>\$ 8,840,252</b>	<b>\$ 9,105,010</b>	<b>\$ 9,377,710</b>	<b>\$ 9,658,591</b>	<b>\$ 9,947,899</b>
<b>DEBT SERVICE</b>													
Interest (6 Mo. Capitalized Interest Offset In Yr1)				\$ 2,598,503	\$ 5,197,005	\$ 5,111,818	\$ 5,022,798	\$ 4,929,771	\$ 4,832,559	\$ 4,730,972	\$ 4,624,814	\$ 4,513,878	\$ 4,397,950
Principal				\$ -	\$ 1,893,043	\$ 1,978,230	\$ 2,067,250	\$ 2,160,276	\$ 2,257,489	\$ 2,359,076	\$ 2,465,234	\$ 2,576,170	\$ 2,692,097
<b>Total Debt Service</b>				<b>\$ 2,598,503</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>	<b>\$ 7,090,048</b>
DSCR w/ Subordinated Expenses				3.19x	1.20x	1.20x	1.20x	1.21x	1.25x	1.28x	1.32x	1.36x	1.40x
NET CASH FLOW with NO Subordinate Expense				\$ 5,687,383	\$ 1,433,015	\$ 1,433,015	\$ 1,433,015	\$ 1,493,158	\$ 1,750,205	\$ 2,014,962	\$ 2,287,662	\$ 2,568,543	\$ 2,857,851
Subordinate Expenses - Operating Reserve				\$ 808,800	\$ 24,264	\$ 24,992	\$ 25,742	\$ 26,514	\$ 27,309	\$ 28,129	\$ 28,972	\$ 29,842	\$ 30,737
Subordinate Operating Expenses				\$ 666,940	\$ 666,940	\$ 431,706	\$ 189,416	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Subordinate Expenses</b>				<b>\$ 1,475,740</b>	<b>\$ 691,204</b>	<b>\$ 456,698</b>	<b>\$ 215,157</b>	<b>\$ 26,514</b>	<b>\$ 27,309</b>	<b>\$ 28,129</b>	<b>\$ 28,972</b>	<b>\$ 29,842</b>	<b>\$ 30,737</b>
<b>Surplus Cash Flow</b>				<b>\$ 4,211,644</b>	<b>\$ 741,811</b>	<b>\$ 976,317</b>	<b>\$ 1,217,858</b>	<b>\$ 1,466,645</b>	<b>\$ 1,722,895</b>	<b>\$ 1,986,833</b>	<b>\$ 2,258,690</b>	<b>\$ 2,538,702</b>	<b>\$ 2,827,114</b>
DSCR				2.62x	1.10x	1.14x	1.17x	1.21x	1.24x	1.28x	1.32x	1.36x	1.40x



**BREAZEALE, SACHSE & WILSON, L.L.P.** | ATTORNEYS AT LAW

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June 18, 2018

Board of Supervisors of Louisiana State University  
 Agricultural and Mechanical College  
 204 Thomas Boyd Hall  
 Baton Rouge, Louisiana 70803

RE: \$12,830,000 Board of Supervisors of Louisiana State University  
 Agricultural and Mechanical College Revenue Refunding Bonds  
 (Louisiana State University Health Sciences Center Projects) Series 2013  
 (the "Series 2013 Bonds")

Ladies and Gentlemen:

We have been requested to render certain advice to the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (the "Board") in connection with the referenced Series 2013 Bonds issued by the Board on September 4, 2013. The Series 2013 Bonds were issued to refund the Board's \$15,910,000 Revenue Bonds (Louisiana Health Sciences Center Projects) Series 2000 (the "Series 2000 Bonds"). The Series 2000 Bonds were issued primarily for the purposes of (a) financing the planning, renovating, constructing of the old Charity Hospital School of Nursing Building for use as a daycare center, wellness center and student dormitory facility and (b) the acquisition of land for use as parking (collectively, the "2000 Project").

In connection with this matter we have reviewed:

- (i) the General Bond Resolution of the Board adopted January 21, 2000 (the "General Bond Resolution"), as supplemented by the First Supplemental Bond Resolution adopted January 21, 2000 (the "First Supplemental Bond Resolution"), and as further supplemented by the Second Supplemental Bond Resolution adopted July 26, 2013 (the "Second Supplemental Resolution") pursuant to which the Series 2013 Bonds were issued. The General Bond Resolution, the First Supplemental Resolution and the Second Supplemental Resolution are collectively referred to herein as the "Bond Resolution."

- (ii) a draft dated June 17, 2018 of a document entitled “The Joint Agreement”, a copy of which is attached hereto and made a part hereof as Exhibit A (herein the “Joint Agreement”) by and among Provident Group – HSC Properties Inc. (“Provident”) the Board, acting on behalf of LSU Health Sciences Center New Orleans (“LSUHSC-NO” or “University”) and LSU Health Foundation, New Orleans (the “Foundation”); and
- (iii) such other documents, instruments and certificates we have deemed necessary for the purpose of this opinion.

The Joint Agreement, as drafted, evidences the intention of the parties thereto to pursue enhanced housing near the campus of the University by developing, financing, constructing, furnishing, equipping and operating an approximately nine hundred (900) bed residential living-learning community and related amenities on a site to be acquired by Provident (the “Project”). We are advised that the site of the Project is not on the campus of the University, but is near the 2000 Project and other facilities located on the campus of the University. It is expected that the University and its students, faculty and staff, as well as the Foundation, will benefit from the development and operation of the Project, which will provide upscale housing and amenities near the University’s campus. The Joint Agreement provides that Provident will purchase the site and donate the site to the Foundation, which will then lease the site to Provident under a long-term ground lease. Provident is expected to then develop, design, construct, own, manage and operate the Project with input from LSUHSC-NO and the Foundation as provided in the Joint Agreement. The Project is expected to be financed through the issuance of revenue bonds (the “Financing”) by or on behalf of Provident, which will be solely responsible for the debt service thereon. The Joint Agreement provides upon that termination of the Financing and payment in full of the revenue bonds, title to the Project will revert to the Foundation.

The Joint Agreement also provides for, among other terms, (i) input by LSUHSC-NO and the Foundation as to the makeup of the board of directors of Provident, (ii) royalty and/or rental payments by Provident to the Foundation and/or LSUHSC-NO, (iii) input and assistance from LSUHSC-NO and the Foundation with the development, marketing, operation and management of the Project; (iv) LSUHSC-NO leasing certain existing surface parking areas to Provident to support the Project; (v) LSUHSC-NO permitting the promotion of the Project to be identified and associated with LSUHSC-NO; and (vi) LSUHSC-NO and the Foundation agreeing not to undertake to construct or operate New Competing Student Housing Facilities, (as defined in the Joint Agreement) until and unless certain occupancy levels and debt service ratios are maintained with respect to the Project within certain designated grids described therein.

Based upon our review of the Bond Resolution and Joint Agreement, solely as it exists in the draft form attached hereto as Exhibit A, we are of the opinion that the execution and delivery of the Joint Agreement and compliance with the provisions thereof by LSUHSC-NO, will not result in a violation of the covenants and agreements of LSUHSC-NO set forth in the Bond Resolution.

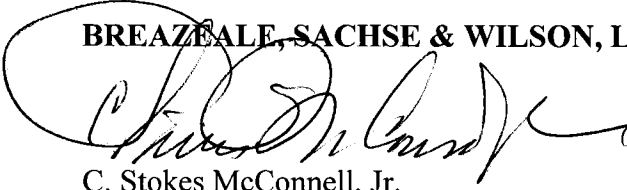
June 18, 2018

Page 3

This opinion is strictly limited to the provisions of the draft Joint Agreement attached hereto and cannot be relied upon with respect to the Joint Agreement as the same may be revised in the future. No one other than the addressee hereof is entitled to rely on this opinion without our express written consent. This opinion is not offered, and shall not be construed, as a guaranty or warranty.

Respectfully submitted,

**BREAZALE, SACHSE & WILSON, L.L.P.**

A handwritten signature in black ink, appearing to read "C. Stokes McConnell, Jr.", is written over the firm name. The signature is fluid and cursive, with a large loop at the beginning and a long tail.

C. Stokes McConnell, Jr.

## JOINT AGREEMENT

**THIS JOINT AGREEMENT** (this “**Agreement**”) is dated \_\_\_\_\_, 2018 (the “**Effective Date**”), by and among [PROVIDENT GROUP – HSC PROPERTIES INC.] (“**Provident**”),] a Louisiana nonprofit corporation, the sole member of which is Provident Resources Group Inc., a Georgia nonprofit corporation (“**PRG**”), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College herein acting for the benefit of LSU HEALTH SCIENCES CENTER NEW ORLEANS (“**LSUHSC-NO**”), and LSU HEALTH FOUNDATION, NEW ORLEANS, a Louisiana nonprofit corporation (the “**Foundation**”), acting by and through the undersigned duly authorized representatives. Provident, LSUHSC-NO and Foundation are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College is a public constitutional corporation created under the constitution and laws of the State of Louisiana with supervision and management over LSUHSC-NO, which is a public comprehensive academic health sciences center located in New Orleans, Louisiana, enrolling approximately Two Thousand Eight Hundred (2,800) students and employing more than Two Thousand Three Hundred (2,300) faculty and staff throughout its six (6) professional health schools;

**WHEREAS**, Foundation is an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the “**Code**”) as an affiliated supporting organization to LSUHSC-NO and its mission of education, patient care, research, and community outreach;

**WHEREAS**, the Parties acknowledge that there is a desire for enhanced housing near or adjacent to the LSUHSC-NO campus for Eligible Tenants, as hereinafter defined;

**WHEREAS**, Provident is a supporting organization of PRG, an organization exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code;

**WHEREAS**, Provident is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Code, including the advancement of education and lessening the burdens of government;

**WHEREAS**, Provident desires to address the need for enhanced housing by developing, financing, constructing, furnishing, equipping and operating an approximately Nine Hundred (900) bed residential living-learning community and related amenities (the “**Facility**”) for Eligible Tenants, which Facility will be located adjacent to the LSUHSC-NO campus on property owned by Foundation and situated within a parcel of real property bounded by Perdido Street, South Johnson Street, Poydras Street and South Galvez Street in New Orleans, Louisiana (the “**Land**,” and together with the **Facility**, the “**Property**” or the “**Project**”);

**WHEREAS**, Provident expects to finance the acquisition of the Land and the development, construction, furnishing and equipping of the Facility through the issuance by the

Louisiana Public Facilities Authority (the “**Authority**”) of one or more series of its tax-exempt and, if necessary taxable, Revenue Bonds (the “**Bonds**” and such transaction referred to as the “**Financing**”), pursuant to one or more Trust Indentures (the “**Trust Indenture**”), by and between the Authority and a national banking association or state banking association, as Trustee, and such other documents, agreements and instruments executed by Provident in connection with the issuance of the Bonds (the “**Bond Documents**”);

**WHEREAS**, LSUHSC-NO and Foundation will benefit from the development and operation of the Facility, as herein described, which Facility will contribute importantly to the overall educational and cultural function of LSUHSC-NO and the Foundation by fostering interaction among faculty, staff and students in various educational programs at LSUHSC-NO and meeting the desire for additional upgraded housing facilities for students, faculty and staff of LSUHSC-NO; and

**WHEREAS**, as an inducement for Provident to undertake the development, financing and operation of the Facility LSUHSC-NO and Foundation are each willing to agree to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and subject only to the consummation of the Financing, the Parties agree as follows:

**1. Nonprofit Ownership Structure.**

**a. Provident.** Provident has been formed as a Louisiana non-profit corporation of which PRG is the sole member in accordance with applicable federal tax regulations. Provident has been organized as a supporting organization for PRG, exclusively to further the stated charitable purposes of PRG and specifically for the purpose of planning, developing, financing, equipping, operating and maintaining the Facility in furtherance of the mission of LSUHSC-NO and Foundation, all in accordance with this Agreement. Provident’s principal roles in the Project will be as owner of the Facility and borrower under the Financing.

**b. Board of Directors.** The management of the business and affairs of Provident shall be vested in a Board of Directors (“**Board of Directors**”) which shall consist of up to seven (7) individuals (“**Directors**”) to be appointed by the Governing Board of PRG. The Board of Directors shall include: two (2) Directors selected from a list of candidates submitted by LSUHSC-NO; and one (1) Director selected from a list of candidates submitted by Foundation, each of which has demonstrated a high level of experience and competence in the area of university housing and governance of higher education institutions, and/or community involvement in the New Orleans community (“**LSU Representatives**”). LSUHSC-NO and Foundation agree to submit a list of candidates for these positions upon request of PRG. PRG shall not unreasonably withhold, delay or condition the appointment of the recommended LSU Representatives. The remaining four (4) Directors should have competency in university housing or similar facilities and shall be appointed at the discretion of PRG and may include board members and/or officers of PRG or other members from the New Orleans Community. Specific provisions relating to the terms, duties, responsibilities, meetings and actions of the Board of Directors shall be addressed in the By-laws of Provident, a copy of which shall be provided to LSUHSC-NO and Foundation, including without limitation, the requirement that the Board of

Directors approve the annual operating and capital budgets for the Facility and any material revisions to the annual operating and capital budgets for the Facility that may be submitted to the Board of Directors by the Operations Committee, provided such approval in either case includes the affirmative vote by at least one LSU Representative, such approval not to be unreasonably withheld, delayed or conditioned.

**2. Donation of Land; Ground Lease; Compensation.**

a. Commensurate with the closing of the Financing, Provident will acquire the Land with proceeds from the Financing and donate the Land to Foundation (the “**Donation**”), subject to approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for “acceptable University purpose.” Prior to donation, Provident will provide good and merchantable title to the Land and will obtain and provide a Phase 1 environmental survey, both of which must be acceptable to LSUHSC-NO and the Foundation. Upon execution of this Agreement, the Parties agree to work in good faith and use their respective best efforts to negotiate and enter into definitive documents to carry out the Donation with customary terms and conditions for a transaction such as this.

b. Immediately after consummation of the Donation, Foundation, as lessor, will enter into a long-term ground lease of the Land to Provident, as lessee (the “**Ground Lease**”). Upon execution of this Agreement, the Foundation, and Provident agree to work in good faith and use their respective best efforts to negotiate a Ground Lease with terms consistent with this Agreement as well as additional customary terms and conditions for a transaction such as this, including the following:

- i. Provident will assume responsibility for developing, designing, financing, constructing, owning, managing and operating the Project on terms acceptable to LSUHSC-NO and Foundation.
- ii. The term of the Ground Lease shall be for a term consistent with the term of the Financing, not to exceed forty (40) years without the prior written approval of Foundation, and the Ground Lease shall terminate at the earlier of: (1) forty (40) years, or (2) when the Financing has been paid in full, or (3) the termination of this Agreement as provided in Section 8.
- iii. Upon termination of the Ground Lease and satisfaction of all obligations of Provident under the Financing, the title to the Facility shall automatically transfer to and be the property of the Foundation and Provident will execute any and all documents to effectuate the transfer.

c. Royalty Payments to LSUHSC-NO and Rental Payments to Foundation. In consideration of the respective promises and covenants made by LSUHSC-NO pursuant to the Trademark License Agreement, hereinafter defined, to be separately negotiated and entered into with Provident, and in consideration of the obligations of Foundation under the Ground Lease, as applicable, Provident shall make the following royalty payments to LSUHSC-NO and rental payments to Foundation commencing 180 days after the end of each calendar year beginning the first full calendar year following the year substantial completion of the Facility is obtained:

i. To LSUHSC-NO, an amount equal to eighty percent (80%) of the net available annual surplus cash flow from the Facility as an annual licensing royalty payment (“**Cash Flow Payment**”), but in no event will the annual Cash Flow Payment to LSUHSC-NO: (i) be less than TWO HUNDRED THOUSAND (\$200,000) DOLLARS, which amount shall increase each year by an annual escalator of one and one half (1.5%) percent (the annually increasing amount shall be referred to herein as, the “**Annual Minimum**”) or (ii) exceed an amount equal to one hundred percent (100%) of the annual escalating debt service on the \$15,166,227 Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds, including unamortized bond interest (Louisiana State University Health Sciences Center Project), Series 2013 (the “**LSUHSC-NO Bonds**”), with any Cash Flow Payment in excess of such amount reverting to Foundation as a “**Supplemental Payment**”, until such time as the debt on the LSUHSC-NO Bonds is paid in full. Following payment in full of the LSUHSC-NO Bonds, the greater of: the Annual Minimum (as such amount has increased annually to that point) or (ii) fifty percent (50%) of the net available annual surplus cash flow from the Facility shall be paid to LSUHSC-NO as the Annual Cash Flow Payment.

ii. To Foundation, subject to the Annual Minimum, an amount equal to the remaining twenty percent (20%) of the net available annual surplus cash flow from the Facility as a ground lease rental payment under the Ground Lease plus the Supplemental Payment, if applicable, until such time as the LSUHSC-NO Bonds are paid-in-full, and thereafter fifty percent (50%) of the net available annual surplus cash flow from the Facility shall be paid to Foundation as a ground lease payment.

iii. The calculation and payment of net available annual surplus cash flow from the Facility shall be determined in accordance with the Bond Documents and as approved by the Parties, with the general intent and understanding being that net available annual surplus cash flow means, for each annual period, the excess of gross revenues derived from the operation of the Facility over the sum of (i) all reasonable and customary expenses related to the Facility, (ii) debt service and administrative expenses on the Bonds, and (iii) reasonable and customary reserves.

iv. The Trust Indenture shall establish a fund designated as the “Surplus Fund” to hold all amounts consisting of net available annual surplus cash flow. Failure to pay the Annual Minimum due to insufficient funds being available in the Surplus Fund to make such payment or any portion thereof shall not be deemed a breach or default of this Agreement or the Trademark License Agreement, provided that any amount unpaid shall accrue and continue to be payable subject to the availability of funds in the Surplus Fund.

### **3. Development and Construction of the Facility.**

a. Development of the Property. Provident agrees to design, acquire, construct, furnish, and equip the Facility to provide affordable, high quality, housing only for Eligible Tenants consistent with the Plans and Specifications (defined below). For purposes of this Agreement, “**Eligible Tenants**” means, in order of priority, students registered in a professional academic health program at LSUHSC-NO; regular full-time and part-time faculty and staff of LSUHSC-NO, visiting faculty serving at LSUHSC-NO on a temporary basis; persons



participating in any LSUHSC-NO sponsored activity or program; and lastly, but only to the extent Facility beds are available, first, to physicians, medical residents and staff of University Medical Center, and second to full-time students attending other accredited public institutions of higher education within the City of New Orleans. Any use of the Facility by persons other than Eligible Tenants is subject to the prior written approval of Provident and the Operations Committee, hereinafter defined, and the receipt by Provident of an opinion of Bond Counsel (as defined in the Bond Documents) that such use will not adversely affect the tax-exempt status of the Financing.

b. Development Parties. Provident will use best practices to select and engage the services of a developer (“Developer”) pursuant to a Development Agreement (the “**Development Agreement**”) to oversee and supervise the design, development, construction and completion of the Facility in accordance with detailed building plans and specifications as approved by Provident, LSUHSC-NO and Foundation (“**Plans and Specifications**”). LSUHSC-NO will have no responsibility or liability with regard to plans or specifications. Pursuant to the Development Agreement, the Developer will engage Architects to design the Facility and a General Contractor to construct, furnish and equip the Facility in accordance with the Plans and Specifications (the “**General Contractor**”). Prior to the closing of the Financing, Provident will cause the Developer to perform certain customary due diligence activities, including a student housing market analysis, environmental site analysis, title and survey reports, and financial feasibility analysis. Provident will share any such reports with LSUHSC-NO and Foundation. Pre-development costs and expenses shall be paid by the Developer and reimbursed from the proceeds of the Financing. Neither Provident, LSUHSC-NO nor Foundation shall have any personal liability for the payment of pre-development costs and expenses.

c. University and Foundation Participation. LSUHSC-NO and Foundation shall have the right to review and approve the final Plans and Specifications and to have a representative present at weekly, or other periodic progress meetings of the Developer and General Contractor. Provident shall inform LSUHSC-NO and Foundation of any modifications to the Plans and Specifications that will materially affect the design of the Facility or any major building components of the Facility, and any such modifications shall be subject to the prior written approval of each of LSUHSC-NO and the Foundation

#### 4. Operation and Management of the Facility.

a. Student Housing Facility. Provident agrees to operate and maintain the Facility for the exclusive use and benefit of the Eligible Tenants. The Facility shall be operated consistent with standards adopted and published from time-to-time by Provident and approved by LSUHSC-NO and Foundation.

b. Facility Manager. Provident agrees to engage the Developer and Provident Resources Management LLC, a wholly owned subsidiary of PRG, as the initial property managers (collectively referred to as the “**Manager**”) to undertake and be responsible for the management and operational activities of the Facility pursuant to the terms and conditions of a written management agreement subject to the prior written approval of LSUHSC-NO and Foundation (the “**Management Agreement**”). The Management Agreement shall require the Manager to operate and maintain the Facility in accordance with the terms of this Agreement and

in accordance with the standards adopted and published from time-to-time by Provident and approved by LSUHSC-NO and Foundation. Provident agrees that it will give prior written notice to LSUHSC-NO and Foundation in the event the appointment of any replacement or substitution of the Manager is deemed necessary by Provident or is otherwise required under the terms of the Bond Documents, and any such replacement or substitution shall be subject to the prior written consent of each of LSUHSC-NO and Foundation. Such contract shall comply with IRS Regulations with respect to qualified management agreements relating to tax exempt bond financed facilities.

c. Project Operations Committee. In addition to the oversight provided by the Board of Directors, Provident shall cause to be established a project operations committee (the “**Operations Committee**”) to provide advice and consultation to Provident and the Manager with respect to the management and operations of the Facility. Specifically, the Operations Committee shall provide advice and consultation to Provident and the Manager on the setting of rental rates at the Facility and shall participate in the development of annual operating budgets and capital plans for the Facility, and any material revisions thereto, for submission to the Board of Directors for final approval as set forth in Section 1(b). The Operations Committee shall be composed of: (a) two members recommended by LSUHSC-NO, (b) one member recommended by Foundation, and (c) two members recommended by PRG.

## 5. Facility Identification.

a. Marketing. LSUHSC-NO agrees to provide information concerning the Facility to the same extent that LSUHSC-NO provides information with respect to its own residence halls, as an associated housing option for students, faculty and staff of LSUHSC-NO. In fulfillment of this obligation, LSUHSC-NO will identify the Facility as a residential housing option in any mail-outs, catalogues, informational brochures and other literature that LSUHSC-NO uses to identify student housing options, as well as on its official web site. In addition, LSUHSC-NO will include a web-link to the Facility’s website on its web page. Provident shall cause Manager to advertise the Facility subject to any applicable requirements of the Trademark License Agreement hereinafter defined. LSUHSC-NO also agrees to advise its students of available financial aid provided to students to pay eligible housing expenses in the same manner as LSUHSC-NO does for its own housing.

b. Transportation. LSUHSC-NO agrees to publicize available public transportation options between the Facility and LSUHSC-NO campus for the benefit of the Facility’s Eligible Tenants to the same extent as for its existing student housing facilities.

c. Parking. LSUHSC-NO agrees to enter into a long-term lease, at prevailing market rates, with Provident for parking in support of the Facility. To the extent reasonably available, leased parking will be adjacent or close to the Property. Provident may charge residences of the Facility as necessary and will be responsible for parking management, controlling and issuing related resident permits. LSUHSC-NO agrees to provide Provident with any information related to such parking as may be necessary for Provident to evidence its compliance with any zoning or land use requirements.

d. Use of Name. LSUHSC-NO and Provident agree to the limited non-exclusive use of “Louisiana State University Health Sciences Center New Orleans” or “LSU Health Sciences Center New Orleans” or related LSU Health logo in association with promotional materials, signage and general marketing presence, for the sole purpose of appropriately identifying the Facility’s association with LSUHSC-NO. The exact wording and usage shall be determined through good faith discussions between LSUHSC-NO and Provident and will be limited to those permitted expressly in writing.

e. Data. Provident and LSUHSC-NO agree to cooperate to optimize access by LSUHSC-NO residents of the Facility to networks similarly accessed by LSUHSC-NO residents of facilities located on the campus of LSUHSC-NO.

f. Additional Parcels. Subject to approval by Foundation’s Board of Directors, Foundation will use commercially reasonable efforts to acquire two parcels of property immediately adjacent to the property purchased by Provident in association with the Project. The municipal address of the parcels are 2127 Poydras Street and 2133 Poydras Street and are located at the corner of Poydras Street and South Galvez Street. Provident will enter into a long-term ground lease agreement with Foundation for these two additional parcels in order to amalgamate the properties and to support the development of the Project.

## 6. Covenants of LSUHSC-NO and Foundation.

a. Acknowledgment. LSUHSC-NO and Foundation acknowledge that each shall directly and substantially benefit from the development, operation and management of the Facility by Provident in accordance with this Agreement, and that the Facility will provide a much needed enhancement to the housing supply available to this segment of LSUHSC-NO student body, as well as further LSUHSC-NO’s educational purposes and objectives. Each of LSUHSC-NO and Foundation respectively agree that it shall exercise all reasonable efforts to uphold and preserve its cooperation with Provident and association with the Facility as described herein, subject to the terms and conditions of this Agreement.

b. Competing Projects. During the Term of this Agreement, neither LSUHSC-NO nor Foundation shall undertake to construct or operate any New Competing Student Housing Facilities until such time as the Facility has achieved and sustained residential occupancy of not less than Ninety-Five Percent (95%) and a debt service coverage ratio of not less than 1.20 to 1.00 for two (2) consecutive years, as verified by an independent auditor acceptable to Provident, LSUHSC-NO and Foundation. **“New Competing Student Housing Facility”** as used herein means new residential student housing the commencement of construction of which occurred subsequent to the closing of the Financing and located within the grid bordered by Claiborne, Galvez, Poydras and Canal Streets and marketed primarily to students of LSUHSC-NO, but excludes housing outside of said grid, including but not limited to LSUHSC-NO’s Dental School campus, and excludes the upkeep, maintenance, and renovation of any LSUHSC-NO residence halls existing as of the Effective Date of this Agreement, regardless of the location.

c. Disclaimer of Endorsement. Nothing contained in this Agreement authorizes Provident or PRG to represent in any oral or written form or in any communication medium that any of products or services of Provident or PRG have been endorsed, selected or approved by

LSU or LSUHSC-NO, or any officer, employee or agent of LSU, or LSUHSC-NO and Provident and PRG are hereby specifically prohibited from doing so without the prior written consent of LSU. Any permission granted hereunder to use any name or other mark of LSU or LSUHSC-NO does not expressly, or by implication, connote that LSU or LSUHSC-NO, or any officer, employee or agent of LSU or LSUHSC-NO has made any inquiry to ascertain, by use of standards or other criteria, the relative merits of any Provident or PRG products or services in comparison with competitive products or services.

7. **Covenants of Provident.**

a. **Financing of the Facility.** Provident intends to obtain permanent financing required for acquiring the Land and paying the costs associated with the design, acquisition, development, construction, furnishing and equipping of the Facility, including reimbursement of pre-development costs and expenses and the costs of obtaining such financing, through the issuance of the Financing. The proceeds of the Financing shall be used solely to pay for the costs of the Project and to pay for such other costs and the establishment of such reserve funds as may be contemplated under the Bond Documents and the costs of issuance of the Financing. The documents evidencing the Financing shall contain provisions for reserve accounts to be set up to fund capital improvements, repairs and maintenance of the Facility and the replacement of furniture and furnishings used in the operation of the Facility.

b. **No University Liability for Financing.** None of LSUHSC-NO, Foundation or any of their affiliated entities shall have any obligation with respect to the payment of the Financing. The Trust Indenture and other Bond Documents shall provide for no recourse for the payment of the principal of, or premium, if any, or the interest on, the Financing, or for any claim based thereon or any agreement supplemental or collateral thereto, against LSUHSC-NO or Foundation, any affiliated entity, or any trustee, member, director, officer or employee, past, present or future, thereof, or of any predecessor or successor corporation.

c. **Transfer of Legal Ownership of the Property.** Upon termination of the Ground Lease, the Facility shall be transferred to and be owned by Foundation, and Provident shall confirm and ratify that all right, title, and interest in and to the Facility has been conveyed from Provident to Foundation or at Foundation's option, subject to approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, to another similarly situated charitable organization or entity exempt from the payment of federal income tax under Section 501(a) of the Code, as an entity organized under Section 501(c)(3) of the Code, organized and operated exclusively for charitable, educational, or scientific purposes, selected or designated by Foundation (a "**Designated Transferee**"). Nevertheless, if Provident fails to execute the above act of transfer, Foundation or its Designated Transferee, as applicable, shall be the sole and absolute owner of the Property, free of any right, title, interest or estate of Provident, without the execution of any further instrument and without payment of any money or other consideration therefor.

d. **Insurance.** Provident shall deliver to LSUHSC-NO and Foundation certificates evidencing Provident's insurance, or those providing insurance on behalf of Provident, each with limits of liability as currently maintained by Provident in accordance with the requirements of the Bond Documents and naming LSUHSC-NO and Foundation as additional insureds. Said

insurance coverage shall include but not be limited to extended property damage insurance for not less than full replacement value of the cost of the Facility, Commercial General Liability with limits of no less than \$1 million each occurrence, \$2 million general aggregate, and Umbrella Liability with limits of no less than \$10 million, which insurance shall state that it is the primary insurance carried by any other party.

**8. Term.**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue until and terminate upon the earlier of: (a) issuance of a written notice of termination by any Party if the Financing has not been consummated by the two (2) year anniversary of the Effective Date; or (b) the date the Property has been conveyed to Foundation or a Designated Transferee pursuant to Section 7 above, provided however, that notwithstanding anything to the contrary set forth herein, LSUHSC-NO at its sole option, may terminate this Agreement when the Project Bonds have been paid in full or when the Project Financing has been paid in full.

**9. Notices.**

All notices and other communications required hereunder shall be in writing. Each such written communication shall be deemed to have been received: (i) upon personal delivery; (ii) on the second business day after its deposit for overnight delivery with a recognized overnight delivery service; (iii) if mailed, three (3) business days after such mailing, or upon actual receipt if sent by registered or certified or U.S. Express mail, with return receipt requested, addressed to the other Party’s address below, with a copy sent by email:

**a. If to Provident to:**

Provident Resources Group Inc.  
5565 Bankers Avenue  
Baton Rouge, LA 70808  
Attn: President/Chief Executive Officer

**If to LSU Board or LSUHSC-NO to:**

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College  
Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Email: \_\_\_\_\_  
Attn: F. King Alexander, President

**With a copy to:**

LSU Health Sciences Center New Orleans  
433 Bolivar Street  
New Orleans, LA 70112  
Email: jharman@lsuhsc.edu  
Attn: John Harman, Vice Chancellor

**b. If to Foundation to:**

LSU Health Foundation, New Orleans  
2000 Tulane Avenue, Fourth Floor  
New Orleans, LA 70112  
Email: \_\_\_\_\_  
Attn: Matthew Altier President/Chief Executive Officer

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

**10. Trademarks.**

Provident acknowledges that the names, logos, service marks, trademarks and trade names, whether or not registered, owned by or licensed to LSUHSC-NO (collectively the “**University Marks**”) are proprietary to LSUHSC-NO, and Provident, PRG and the Manager shall not use University Marks for any purpose except as expressly permitted in writing by LSUHSC-NO and pursuant to a Trademark License Agreement (herein “Trademark License Agreement”) to be entered into among LSUHSC-NO, and Provident. LSUHSC-NO acknowledges that the names, logos, service marks, trademarks and trade names, whether or not registered, owned by or licensed to Provident or PRG (collectively the “**Provident Marks**”) are proprietary to Provident or PRG, as applicable, and LSUHSC-NO shall not use the Provident Marks for any purpose except as expressly permitted in writing by Provident or PRG, as applicable.

**11. Relationship of Parties.**

Nothing herein shall be construed to characterize either Party as a partner, agent, affiliate, or joint venturer of the other.

**12. Preservation of Tax Exemption.**

No Party shall take any action with respect to the Property, and this Agreement shall not be construed nor amended, in either case in a manner that would adversely affect the tax-exempt status of Provident, PRG, or the Bonds or that would otherwise result in a breach of any representation, condition or covenant of Provident or PRG, as applicable, as set forth in the Bond Documents.

**13. Specific Performance.**

The Parties and Provident recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any Party who may be injured (in addition to any other remedies which may be available to that Party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling

the performance of any obligation which, if not performed, would constitute a breach. Notwithstanding anything in this Agreement to the contrary, no Party shall have the right to terminate this Agreement, except as expressly provided in Section 8 above.

**14. Indemnification and Hold Harmless.**

Provident agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Provident, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Provident as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Provident agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Provided however, that Contractor and LSU may amend this provision if in the future Contractor provides appropriate and sufficient protection for LSU and acceptable to LSU by other means, persons, or assets.

**15. University Liability.**

Notwithstanding anything contained herein or in any agreement executed and delivered in connection with the issuance of the Bonds, neither LSUHSC-NO nor Foundation will have any obligation with respect to the payment of the Bonds or the Financing. None of Provident, PRG, the Managers, the owners of the Bonds, nor the Trustee, on behalf of the owners of the Bonds, will have any recourse against any revenues or other assets of the LSUHSC-NO or Foundation or against the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the members of said LSU Board of Supervisors, or any officers, employees and/or agents of any of the above, and of LSUHSC-NO's request, Provident shall cause Manager to acknowledge same.

**16. Assignment.**

No party may transfer, assign, pledge or hypothecate this Agreement or its rights, duties and obligations under this Agreement without the prior written approval of all other Parties,. Any transfer, assignment, or pledge made in violation of the forgoing shall be null and void. Subject

to the foregoing, this Agreement shall be binding upon the Parties and their permitted successors and assigns.

**17. Headings.**

The headings used in this Agreement are for convenience only and are not to be considered in connection with the interpretation or construction of this Agreement.

**18. Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19. Approvals.**

For any item or action requiring the consent or approval of a Party under this Agreement, each Party agrees that it will not unreasonably withhold, delay or condition such approval or consent. Any such consent or approval shall be in writing, signed manually or electronically by the party giving such consent or approval.

**20. Governing Law; Venue.**

This Agreement shall be governed by and construed, enforced and interpreted in accordance with the laws of the State of Louisiana. Any legal suit, action or proceeding against the Parties arising out of or relating to this Agreement shall be instituted in the state or federal courts located in Baton Rouge, Louisiana and each Party waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such court in any suit, action or proceeding.

**21. Exculpation.**

The officers, directors, members, managers, shareholders, governors, trustees and employees of each of Provident, LSU Board of Supervisors and Agricultural and Mechanical College, LSUHSC-NO Foundation, as applicable, shall have no personal liability for the performance of any of such respective Party's obligations contained in this Agreement.

**22. Counterparts.**

This Agreement may be executed on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**23. Right to Audit.**



The books, accounts and records of Provident, which pertain directly to this Agreement and operations of the Facilities shall be maintained at the principal office of Provident. LSUHSC-NO 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 Provident to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Provident's performance of its obligations under this Agreement and/or to verify the correctness of the royalty amounts payable to LSUHSC-NO and to Foundation, to verify the net available annual surplus cash flow. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of LSUHSC-NO, by independent auditors retained by LSUHSC-NO 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 Provident.

**24. LSUHSC-NO Outstanding Bonds.**

The Parties hereto recognize that the LSUHSC-NO Bonds are outstanding as of the Effective Date of this Agreement and that nothing in this Agreement is intended to violate LSUHSC-NO's bond covenants or other obligations related to such LSUHSC-NO Bonds.

*[Remainder of page intentionally left blank.]*

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have each caused this Joint Agreement to be duly executed on its behalf and delivered to the other Parties as of the Effective Date.

**[PROVIDENT GROUP – HSC PROPERTIES  
INC.]**

By: \_\_\_\_\_  
Name: Steve E. Hicks  
Title: Chief Executive Officer

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

By: \_\_\_\_\_  
Name: F. King Alexander  
Title: President of Louisiana State University

**LSU HEALTH FOUNDATION, NEW  
ORLEANS**

By: \_\_\_\_\_  
Name: Matthew Altier  
Title: President and Chief Executive Officer

## JOINT AGREEMENT

**THIS JOINT AGREEMENT** (this “**Agreement**”) is dated \_\_\_\_\_, 2018 (the “**Effective Date**”), by and among [PROVIDENT GROUP – HSC PROPERTIES INC.] (“**Provident**”),] a Louisiana nonprofit corporation, the sole member of which is Provident Resources Group Inc., a Georgia nonprofit corporation (“**PRG**”), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College herein acting for the benefit of LSU HEALTH SCIENCES CENTER NEW ORLEANS (“**LSUHSC-NO**”), and LSU HEALTH FOUNDATION, NEW ORLEANS, a Louisiana nonprofit corporation (the “**Foundation**”), acting by and through the undersigned duly authorized representatives. Provident, LSUHSC-NO and Foundation are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College is a public constitutional corporation created under the constitution and laws of the State of Louisiana with supervision and management over LSUHSC-NO, which is a public comprehensive academic health sciences center located in New Orleans, Louisiana, enrolling approximately Two Thousand Eight Hundred (2,800) students and employing more than Two Thousand Three Hundred (2,300) faculty and staff throughout its six (6) professional health schools;

**WHEREAS**, Foundation is an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the “**Code**”) as an affiliated supporting organization to LSUHSC-NO and its mission of education, patient care, research, and community outreach;

**WHEREAS**, the Parties acknowledge that there is a desire for enhanced housing near or adjacent to the LSUHSC-NO campus for Eligible Tenants, as hereinafter defined;

**WHEREAS**, Provident is a supporting organization of PRG, an organization exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code;

**WHEREAS**, Provident is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Code, including the advancement of education and lessening the burdens of government;

**WHEREAS**, Provident desires to address the need for enhanced housing by developing, financing, constructing, furnishing, equipping and operating an approximately Nine Hundred (900) bed residential living-learning community and related amenities (the “**Facility**”) for Eligible Tenants, which Facility will be located adjacent to the LSUHSC-NO campus on property owned by Foundation and situated within a parcel of real property bounded by Perdido Street, South Johnson Street, Poydras Street and South Galvez Street in New Orleans, Louisiana (the “**Land**,” and together with the **Facility**, the “**Property**” or the “**Project**”);

**WHEREAS**, Provident expects to finance the acquisition of the Land and the development, construction, furnishing and equipping of the Facility through the issuance by the

Louisiana Public Facilities Authority (the “**Authority**”) of one or more series of its tax-exempt and, if necessary taxable, Revenue Bonds (the “**Bonds**” and such transaction referred to as the “**Financing**”), pursuant to one or more Trust Indentures (the “**Trust Indenture**”), by and between the Authority and a national banking association or state banking association, as Trustee, and such other documents, agreements and instruments executed by Provident in connection with the issuance of the Bonds (the “**Bond Documents**”);

**WHEREAS**, LSUHSC-NO and Foundation will benefit from the development and operation of the Facility, as herein described, which Facility will contribute importantly to the overall educational and cultural function of LSUHSC-NO and the Foundation by fostering interaction among faculty, staff and students in various educational programs at LSUHSC-NO and meeting the desire for additional upgraded housing facilities for students, faculty and staff of LSUHSC-NO; and

**WHEREAS**, as an inducement for Provident to undertake the development, financing and operation of the Facility LSUHSC-NO and Foundation are each willing to agree to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and subject only to the consummation of the Financing, the Parties agree as follows:

**1. Nonprofit Ownership Structure.**

**a. Provident.** Provident has been formed as a Louisiana non-profit corporation of which PRG is the sole member in accordance with applicable federal tax regulations. Provident has been organized as a supporting organization for PRG, exclusively to further the stated charitable purposes of PRG and specifically for the purpose of planning, developing, financing, equipping, operating and maintaining the Facility in furtherance of the mission of LSUHSC-NO and Foundation, all in accordance with this Agreement. Provident’s principal roles in the Project will be as owner of the Facility and borrower under the Financing.

**b. Board of Directors.** The management of the business and affairs of Provident shall be vested in a Board of Directors (“**Board of Directors**”) which shall consist of up to seven (7) individuals (“**Directors**”) to be appointed by the Governing Board of PRG. The Board of Directors shall include: two (2) Directors selected from a list of candidates submitted by LSUHSC-NO; and one (1) Director selected from a list of candidates submitted by Foundation, each of which has demonstrated a high level of experience and competence in the area of university housing and governance of higher education institutions, and/or community involvement in the New Orleans community (“**LSU Representatives**”). LSUHSC-NO and Foundation agree to submit a list of candidates for these positions upon request of PRG. PRG shall not unreasonably withhold, delay or condition the appointment of the recommended LSU Representatives. The remaining four (4) Directors should have competency in university housing or similar facilities and shall be appointed at the discretion of PRG and may include board members and/or officers of PRG or other members from the New Orleans Community. Specific provisions relating to the terms, duties, responsibilities, meetings and actions of the Board of Directors shall be addressed in the By-laws of Provident, a copy of which shall be provided to LSUHSC-NO and Foundation, including without limitation, the requirement that the Board of Directors approve the annual operating and

capital budgets for the Facility and any material revisions to the annual operating and capital budgets for the Facility that may be submitted to the Board of Directors by the Operations Committee, provided such approval in either case includes the affirmative vote by at least one LSU Representative, such approval not to be unreasonably withheld, delayed or conditioned.

**2. Donation of Land; Ground Lease; Compensation.**

**a.** Commensurate with the closing of the Financing, Provident will acquire the Land with proceeds from the Financing and donate the Land to Foundation (the “**Donation**”), subject to approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for “acceptable University purpose.” Prior to donation, Provident will provide good and merchantable title to the Land and will obtain and provide a Phase 1 environmental survey, both of which must be acceptable to LSUHSC-NO and the Foundation. Upon execution of this Agreement, the Parties agree to work in good faith and use their respective best efforts to negotiate and enter into definitive documents to carry out the Donation with customary terms and conditions for a transaction such as this.

**b.** Immediately after consummation of the Donation, Foundation, as lessor, will enter into a long-term ground lease of the Land to Provident, as lessee (the “**Ground Lease**”). Upon execution of this Agreement, the Foundation, and Provident agree to work in good faith and use their respective best efforts to negotiate a Ground Lease with terms consistent with this Agreement as well as additional customary terms and conditions for a transaction such as this, including the following:

- i.** Provident will assume responsibility for developing, designing, financing, constructing, owning, managing and operating the Project on terms acceptable to LSUHSC-NO and Foundation.
- ii.** The term of the Ground Lease shall be for a term consistent with the term of the Financing, not to exceed forty (40) years without the prior written approval of Foundation, and the Ground Lease shall terminate at the earlier of: (1) forty (40) years, or (2) when the Financing has been paid in full, or (3) the termination of this Agreement as provided in Section 8.
- iii.** Upon termination of the Ground Lease and satisfaction of all obligations of Provident under the Financing, the title to the Facility shall automatically transfer to and be the property of the Foundation and Provident will execute any and all documents to effectuate the transfer.

**c. Royalty Payments to LSUHSC-NO and Rental Payments to Foundation.** In consideration of the respective promises and covenants made by LSUHSC-NO pursuant to the Trademark License Agreement, hereinafter defined, to be separately negotiated and entered into with Provident, and in consideration of the obligations of Foundation under the Ground Lease, as applicable, Provident shall make the following royalty payments to LSUHSC-NO and rental payments to Foundation commencing 180 days after the end of each calendar year beginning the first full calendar year following the year substantial completion of the Facility is obtained:

i. To LSUHSC-NO, an amount equal to eighty percent (80%) of the net available annual surplus cash flow from the Facility as an annual licensing royalty payment (“**Cash Flow Payment**”), but in no event will the annual Cash Flow Payment to LSUHSC-NO: (i) be less than TWO HUNDRED THOUSAND (\$200,000) DOLLARS, which amount shall increase each year by an annual escalator of one and one half (1.5%) percent (the annually increasing amount shall be referred to herein as, the “**Annual Minimum**”) or (ii) exceed an amount equal to one hundred percent (100%) of the annual escalating debt service on the \$15,166,227 Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Revenue Refunding Bonds, including unamortized bond interest (Louisiana State University Health Sciences Center Project), Series 2013 (the “**LSUHSC-NO Bonds**”), with any Cash Flow Payment in excess of such amount reverting to Foundation as a “**Supplemental Payment**”, until such time as the debt on the LSUHSC-NO Bonds is paid in full. Following payment in full of the LSUHSC-NO Bonds, the greater of: the Annual Minimum (as such amount has increased annually to that point) or (ii) fifty percent (50%) of the net available annual surplus cash flow from the Facility shall be paid to LSUHSC-NO as the Annual Cash Flow Payment.

ii. To Foundation, subject to the Annual Minimum, an amount equal to the remaining twenty percent (20%) of the net available annual surplus cash flow from the Facility as a ground lease rental payment under the Ground Lease plus the Supplemental Payment, if applicable, until such time as the LSUHSC-NO Bonds are paid-in-full, and thereafter fifty percent (50%) of the net available annual surplus cash flow from the Facility shall be paid to Foundation as a ground lease payment.

iii. The calculation and payment of net available annual surplus cash flow from the Facility shall be determined in accordance with the Bond Documents and as approved by the Parties, with the general intent and understanding being that net available annual surplus cash flow means, for each annual period, the excess of gross revenues derived from the operation of the Facility over the sum of (i) all reasonable and customary expenses related to the Facility, (ii) debt service and administrative expenses on the Bonds, and (iii) reasonable and customary reserves.

iv. The Trust Indenture shall establish a fund designated as the “Surplus Fund” to hold all amounts consisting of net available annual surplus cash flow. Failure to pay the Annual Minimum due to insufficient funds being available in the Surplus Fund to make such payment or any portion thereof shall not be deemed a breach or default of this Agreement or the Trademark License Agreement, provided that any amount unpaid shall accrue and continue to be payable subject to the availability of funds in the Surplus Fund.

### **3. Development and Construction of the Facility.**

a. Development of the Property. Provident agrees to design, acquire, construct, furnish, and equip the Facility to provide affordable, high quality, housing only for Eligible Tenants consistent with the Plans and Specifications (defined below). For purposes of this Agreement, “**Eligible Tenants**” means, in order of priority, students registered in a professional academic health program at LSUHSC-NO; regular full-time and part-time faculty and staff of LSUHSC-NO, visiting faculty serving at LSUHSC-NO on a temporary basis; persons participating in any LSUHSC-NO sponsored activity or program; and lastly, but only to the extent Facility beds are available, first, to physicians, medical residents and staff of University Medical Center, and

second to full-time students attending other accredited public institutions of higher education within the City of New Orleans. Any use of the Facility by persons other than Eligible Tenants is subject to the prior written approval of Provident and the Operations Committee, hereinafter defined, and the receipt by Provident of an opinion of Bond Counsel (as defined in the Bond Documents) that such use will not adversely affect the tax-exempt status of the Financing.

**b. Development Parties.** Provident will use best practices to select and engage the services of a developer (“Developer”) pursuant to a Development Agreement (the “**Development Agreement**”) to oversee and supervise the design, development, construction and completion of the Facility in accordance with detailed building plans and specifications as approved by Provident, LSUHSC-NO and Foundation (“**Plans and Specifications**”). LSUHSC-NO will have no responsibility or liability with regard to plans or specifications. Pursuant to the Development Agreement, the Developer will engage Architects to design the Facility and a General Contractor to construct, furnish and equip the Facility in accordance with the Plans and Specifications (the “**General Contractor**”). Prior to the closing of the Financing, Provident will cause the Developer to perform certain customary due diligence activities, including a student housing market analysis, environmental site analysis, title and survey reports, and financial feasibility analysis. Provident will share any such reports with LSUHSC-NO and Foundation. Pre-development costs and expenses shall be paid by the Developer and reimbursed from the proceeds of the Financing. Neither Provident, LSUHSC-NO nor Foundation shall have any personal liability for the payment of pre-development costs and expenses.

**c. University and Foundation Participation.** LSUHSC-NO and Foundation shall have the right to review and approve the final Plans and Specifications and to have a representative present at weekly, or other periodic progress meetings of the Developer and General Contractor. Provident shall inform LSUHSC-NO and Foundation of any modifications to the Plans and Specifications that will materially affect the design of the Facility or any major building components of the Facility, and any such modifications shall be subject to the prior written approval of each of LSUHSC-NO and the Foundation

#### **4. Operation and Management of the Facility.**

**a. Student Housing Facility.** Provident agrees to operate and maintain the Facility for the exclusive use and benefit of the Eligible Tenants. The Facility shall be operated consistent with standards adopted and published from time-to-time by Provident and approved by LSUHSC-NO and Foundation.

**b. Facility Manager.** Provident agrees to engage the Developer and Provident Resources Management LLC, a wholly owned subsidiary of PRG, as the initial property managers (collectively referred to as the “**Manager**”) to undertake and be responsible for the management and operational activities of the Facility pursuant to the terms and conditions of a written management agreement subject to the prior written approval of LSUHSC-NO and Foundation (the “**Management Agreement**”). The Management Agreement shall require the Manager to operate and maintain the Facility in accordance with the terms of this Agreement and in accordance with the standards adopted and published from time-to-time by Provident and approved by LSUHSC-NO and Foundation. Provident agrees that it will give prior written notice to LSUHSC-NO and Foundation in the event the appointment of any replacement or substitution of the Manager is

deemed necessary by Provident or is otherwise required under the terms of the Bond Documents, and any such replacement or substitution shall be subject to the prior written consent of each of LSUHSC-NO and Foundation. Such contract shall comply with IRS Regulations with respect to qualified management agreements relating to tax exempt bond financed facilities.

c. Project Operations Committee. In addition to the oversight provided by the Board of Directors, Provident shall cause to be established a project operations committee (the “**Operations Committee**”) to provide advice and consultation to Provident and the Manager with respect to the management and operations of the Facility. Specifically, the Operations Committee shall provide advice and consultation to Provident and the Manager on the setting of rental rates at the Facility and shall participate in the development of annual operating budgets and capital plans for the Facility, and any material revisions thereto, for submission to the Board of Directors for final approval as set forth in Section 1(b). The Operations Committee shall be composed of: (a) two members recommended by LSUHSC-NO, (b) one member recommended by Foundation, and (c) two members recommended by PRG.

## 5. Facility Identification.

a. Marketing. LSUHSC-NO agrees to provide information concerning the Facility to the same extent that LSUHSC-NO provides information with respect to its own residence halls, as an associated housing option for students, faculty and staff of LSUHSC-NO. In fulfillment of this obligation, LSUHSC-NO will identify the Facility as a residential housing option in any mail-outs, catalogues, informational brochures and other literature that LSUHSC-NO uses to identify student housing options, as well as on its official web site. In addition, LSUHSC-NO will include a web-link to the Facility’s website on its web page. Provident shall cause Manager to advertise the Facility subject to any applicable requirements of the Trademark License Agreement hereinafter defined. LSUHSC-NO also agrees to advise its students of available financial aid provided to students to pay eligible housing expenses in the same manner as LSUHSC-NO does for its own housing.

b. Transportation. LSUHSC-NO agrees to publicize available public transportation options between the Facility and LSUHSC-NO campus for the benefit of the Facility’s Eligible Tenants to the same extent as for its existing student housing facilities.

c. Parking. LSUHSC-NO agrees to enter into a long-term lease, at prevailing market rates, with Provident for parking in support of the Facility. To the extent reasonably available, leased parking will be adjacent or close to the Property. Provident may charge residences of the Facility as necessary and will be responsible for parking management, controlling and issuing related resident permits. LSUHSC-NO agrees to provide Provident with any information related to such parking as may be necessary for Provident to evidence its compliance with any zoning or land use requirements.

d. Use of Name. LSUHSC-NO and Provident agree to the limited non-exclusive use of “Louisiana State University Health Sciences Center New Orleans” or “LSU Health Sciences Center New Orleans” or related LSU Health logo in association with promotional materials, signage and general marketing presence, for the sole purpose of appropriately identifying the Facility’s association with LSUHSC-NO. The exact wording and usage shall be determined



through good faith discussions between LSUHSC-NO and Provident and will be limited to those permitted expressly in writing.

e. Data. Provident and LSUHSC-NO agree to cooperate to optimize access by LSUHSC-NO residents of the Facility to networks similarly accessed by LSUHSC-NO residents of facilities located on the campus of LSUHSC-NO.

f. Additional Parcels. Subject to approval by Foundation's Board of Directors, Foundation will use commercially reasonable efforts to acquire two parcels of property immediately adjacent to the property purchased by Provident in association with the Project. The municipal address of the parcels are 2127 Poydras Street and 2133 Poydras Street and are located at the corner of Poydras Street and South Galvez Street. Provident will enter into a long-term ground lease agreement with Foundation for these two additional parcels in order to amalgamate the properties and to support the development of the Project.

## **6. Covenants of LSUHSC-NO and Foundation.**

a. Acknowledgment. LSUHSC-NO and Foundation acknowledge that each shall directly and substantially benefit from the development, operation and management of the Facility by Provident in accordance with this Agreement, and that the Facility will provide a much needed enhancement to the housing supply available to this segment of LSUHSC-NO student body, as well as further LSUHSC-NO's educational purposes and objectives. Each of LSUHSC-NO and Foundation respectively agree that it shall exercise all reasonable efforts to uphold and preserve its cooperation with Provident and association with the Facility as described herein, subject to the terms and conditions of this Agreement.

b. Competing Projects. During the Term of this Agreement, neither LSUHSC-NO nor Foundation shall undertake to construct or operate any New Competing Student Housing Facilities until such time as the Facility has achieved and sustained residential occupancy of not less than Ninety-Five Percent (95%) and a debt service coverage ratio of not less than 1.20 to 1.00 for two (2) consecutive years, as verified by an independent auditor acceptable to Provident, LSUHSC-NO and Foundation. "**New Competing Student Housing Facility**" as used herein means new residential student housing the commencement of construction of which occurred subsequent to the closing of the Financing and located within the grid bordered by Claiborne, Galvez, Poydras and Canal Streets and marketed primarily to students of LSUHSC-NO, but excludes housing outside of said grid, including but not limited to LSUHSC-NO's Dental School campus, and excludes the upkeep, maintenance, and renovation of any LSUHSC-NO residence halls existing as of the Effective Date of this Agreement, regardless of the location.

c. Disclaimer of Endorsement. Nothing contained in this Agreement authorizes Provident or PRG to represent in any oral or written form or in any communication medium that any of products or services of Provident or PRG have been endorsed, selected or approved by LSU or LSUHSC-NO, or any officer, employee or agent of LSU, or LSUHSC-NO and Provident and PRG are hereby specifically prohibited from doing so without the prior written consent of LSU. Any permission granted hereunder to use any name or other mark of LSU or LSUHSC-NO does not expressly, or by implication, connote that LSU or LSUHSC-NO, or any officer, employee or agent of LSU or LSUHSC-NO has made any inquiry to ascertain, by use of standards or other

criteria, the relative merits of any Provident or PRG products or services in comparison with competitive products or services.

**7. Covenants of Provident.**

**a. Financing of the Facility.** Provident intends to obtain permanent financing required for acquiring the Land and paying the costs associated with the design, acquisition, development, construction, furnishing and equipping of the Facility, including reimbursement of pre-development costs and expenses and the costs of obtaining such financing, through the issuance of the Financing. The proceeds of the Financing shall be used solely to pay for the costs of the Project and to pay for such other costs and the establishment of such reserve funds as may be contemplated under the Bond Documents and the costs of issuance of the Financing. The documents evidencing the Financing shall contain provisions for reserve accounts to be set up to fund capital improvements, repairs and maintenance of the Facility and the replacement of furniture and furnishings used in the operation of the Facility.

**b. No University Liability for Financing.** None of LSUHSC-NO, Foundation or any of their affiliated entities shall have any obligation with respect to the payment of the Financing. The Trust Indenture and other Bond Documents shall provide for no recourse for the payment of the principal of, or premium, if any, or the interest on, the Financing, or for any claim based thereon or any agreement supplemental or collateral thereto, against LSUHSC-NO or Foundation, any affiliated entity, or any trustee, member, director, officer or employee, past, present or future, thereof, or of any predecessor or successor corporation.

**c. Transfer of Legal Ownership of the Property.** Upon termination of the Ground Lease, the Facility shall be transferred to and be owned by Foundation, and Provident shall confirm and ratify that all right, title, and interest in and to the Facility has been conveyed from Provident to Foundation or at Foundation's option, subject to approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, to another similarly situated charitable organization or entity exempt from the payment of federal income tax under Section 501(a) of the Code, as an entity organized under Section 501(c)(3) of the Code, organized and operated exclusively for charitable, educational, or scientific purposes, selected or designated by Foundation (a "**Designated Transferee**"). Nevertheless, if Provident fails to execute the above act of transfer, Foundation or its Designated Transferee, as applicable, shall be the sole and absolute owner of the Property, free of any right, title, interest or estate of Provident, without the execution of any further instrument and without payment of any money or other consideration therefor.

**d. Insurance.** Provident shall deliver to LSUHSC-NO and Foundation certificates evidencing Provident's insurance, or those providing insurance on behalf of Provident, each with limits of liability as currently maintained by Provident in accordance with the requirements of the Bond Documents and naming LSUHSC-NO and Foundation as additional insureds. Said insurance coverage shall include but not be limited to extended property damage insurance for not less than full replacement value of the cost of the Facility, Commercial General Liability with limits of no less than \$1 million each occurrence, \$2 million general aggregate, and Umbrella Liability with limits of no less than \$10 million, which insurance shall state that it is the primary insurance carried by any other party.

**8. Term.**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue until and terminate upon the earlier of: (a) issuance of a written notice of termination by any Party if the Financing has not been consummated by the two (2) year anniversary of the Effective Date; or (b) the date the Property has been conveyed to Foundation or a Designated Transferee pursuant to Section 7 above, provided however, that notwithstanding anything to the contrary set forth herein, LSUHSC-NO at its sole option, may terminate this Agreement when the Project Bonds have been paid in full or when the Project Financing has been paid in full.

**9. Notices.**

All notices and other communications required hereunder shall be in writing. Each such written communication shall be deemed to have been received: (i) upon personal delivery; (ii) on the second business day after its deposit for overnight delivery with a recognized overnight delivery service; (iii) if mailed, three (3) business days after such mailing, or upon actual receipt if sent by registered or certified or U.S. Express mail, with return receipt requested, addressed to the other Party’s address below, with a copy sent by email:

**a. If to **Provident** to:**

Provident Resources Group Inc.  
5565 Bankers Avenue  
Baton Rouge, LA 70808  
Attn: President/Chief Executive Officer

**If to **LSU Board or LSUHSC-NO** to:**

Board of Supervisors of Louisiana State University and Agricultural and  
Mechanical College  
Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Email: \_\_\_\_\_  
Attn: F. King Alexander, President

**With a copy to:**

LSU Health Sciences Center New Orleans  
433 Bolivar Street  
New Orleans, LA 70112  
Email: jharman@lsuhsc.edu  
Attn: John Harman, Vice Chancellor

**b. If to **Foundation** to:**

LSU Health Foundation, New Orleans  
2000 Tulane Avenue, Fourth Floor  
New Orleans, LA 70112  
Email: \_\_\_\_\_  
Attn: Matthew Altier President/Chief Executive Officer

With a copy to:

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

Email:

Attn: \_\_\_\_\_

**10. Trademarks.**

Provident acknowledges that the names, logos, service marks, trademarks and trade names, whether or not registered, owned by or licensed to LSUHSC-NO (collectively the “**University Marks**”) are proprietary to LSUHSC-NO, and Provident, PRG and the Manager shall not use University Marks for any purpose except as expressly permitted in writing by LSUHSC-NO and pursuant to a Trademark License Agreement (herein “Trademark License Agreement”) to be entered into among LSUHSC-NO, and Provident. LSUHSC-NO acknowledges that the names, logos, service marks, trademarks and trade names, whether or not registered, owned by or licensed to Provident or PRG (collectively the “**Provident Marks**”) are proprietary to Provident or PRG, as applicable, and LSUHSC-NO shall not use the Provident Marks for any purpose except as expressly permitted in writing by Provident or PRG, as applicable.

**11. Relationship of Parties.**

Nothing herein shall be construed to characterize either Party as a partner, agent, affiliate, or joint venturer of the other.

**12. Preservation of Tax Exemption.**

No Party shall take any action with respect to the Property, and this Agreement shall not be construed nor amended, in either case in a manner that would adversely affect the tax-exempt status of Provident, PRG, or the Bonds or that would otherwise result in a breach of any representation, condition or covenant of Provident or PRG, as applicable, as set forth in the Bond Documents.

**13. Specific Performance.**

The Parties and Provident recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any Party who may be injured (in addition to any other remedies which may be available to that Party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach. Notwithstanding anything in this Agreement to the contrary, no Party shall have the right to terminate this Agreement, except as expressly provided in Section 8 above.

**14. Indemnification and Hold Harmless.**

Provident agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Provident, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Provident as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Provident agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Provided however, that Contractor and LSU may amend this provision if in the future Contractor provides appropriate and sufficient protection for LSU and acceptable to LSU by other means, persons, or assets.

**15. University Liability.**

Notwithstanding anything contained herein or in any agreement executed and delivered in connection with the issuance of the Bonds, neither LSUHSC-NO nor Foundation will have any obligation with respect to the payment of the Bonds or the Financing. None of Provident, PRG, the Managers, the owners of the Bonds, nor the Trustee, on behalf of the owners of the Bonds, will have any recourse against any revenues or other assets of the LSUHSC-NO or Foundation or against the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the members of said LSU Board of Supervisors, or any officers, employees and/or agents of any of the above, and of LSUHSC-NO's request, Provident shall cause Manager to acknowledge same.

**16. Assignment.**

No party may transfer, assign, pledge or hypothecate this Agreement or its rights, duties and obligations under this Agreement without the prior written approval of all other Parties,. Any transfer, assignment, or pledge made in violation of the forgoing shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the Parties and their permitted successors and assigns.

**17. Headings.**

The headings used in this Agreement are for convenience only and are not to be considered in connection with the interpretation or construction of this Agreement.

**18. Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19. Approvals.**

For any item or action requiring the consent or approval of a Party under this Agreement, each Party agrees that it will not unreasonably withhold, delay or condition such approval or consent. Any such consent or approval shall be in writing, signed manually or electronically by the party giving such consent or approval.

**20. Governing Law; Venue.**

This Agreement shall be governed by and construed, enforced and interpreted in accordance with the laws of the State of Louisiana. Any legal suit, action or proceeding against the Parties arising out of or relating to this Agreement shall be instituted in the state or federal courts located in Baton Rouge, Louisiana and each Party waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such court in any suit, action or proceeding.

**21. Exculpation.**

The officers, directors, members, managers, shareholders, governors, trustees and employees of each of Provident, LSU Board of Supervisors and Agricultural and Mechanical College, LSUHSC-NO Foundation, as applicable, shall have no personal liability for the performance of any of such respective Party's obligations contained in this Agreement.

**22. Counterparts.**

This Agreement may be executed on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**23. Right to Audit.**

The books, accounts and records of Provident, which pertain directly to this Agreement and operations of the Facilities shall be maintained at the principal office of Provident. LSUHSC-NO 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 Provident to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Provident's performance of its obligations under this Agreement and/or to verify the correctness of the royalty amounts payable to LSUHSC-NO and to Foundation, to verify the net available annual surplus cash flow. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of LSUHSC-NO, by independent auditors retained by LSUHSC-NO 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 Provident.

**24. LSUHSC-NO Outstanding Bonds.**

The Parties hereto recognize that the LSUHSC-NO Bonds are outstanding as of the Effective Date of this Agreement and that nothing in this Agreement is intended to violate LSUHSC-NO's bond covenants or other obligations related to such LSUHSC-NO Bonds.

*[Remainder of page intentionally left blank.]*

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have each caused this Joint Agreement to be duly executed on its behalf and delivered to the other Parties as of the Effective Date.

**[PROVIDENT GROUP – HSC PROPERTIES  
INC.]**

By: \_\_\_\_\_  
Name: Steve E. Hicks  
Title: Chief Executive Officer

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

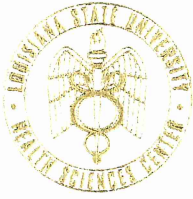
By: \_\_\_\_\_  
Name: F. King Alexander  
Title: President of Louisiana State University

**DRAFT**

**LSU HEALTH FOUNDATION, NEW  
ORLEANS**

By: \_\_\_\_\_  
Name: Matthew Altier  
Title: President and Chief Executive Officer





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

June 6, 2018

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

**RE: Request from LSU Health Sciences Center-New Orleans to Approve a Joint Agreement to develop residential housing with Provident Group-HSC Properties, Inc. and LSU Health Foundation-New Orleans and Approval of Acceptable University Purpose**

LSU Health Sciences Center- New Orleans is requesting approval from the Board of Supervisors to enter into a Joint Agreement to develop residential housing with Provident Group- HSC Properties, Inc. and LSU Health Foundation- NO and approval of Acceptable University Purpose for LSU Health Foundation- NO.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their June 29, 2018 meeting agenda.

Please do not hesitate to contact me should you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Larry Hollier, M.D.".

Larry, Hollier, M.D.  
Chancellor



**Request from LSU Eunice to Transfer Student Housing from the Eunice Student Housing Foundation, Inc. to the LSU Real Estate and Facilities Foundation**

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.3 Lease of Immovable Property

**1. Summary of Matter**

In 2002, LSU-Eunice ("LSU-E") entered into a ground lease with the Eunice Student Housing Foundation, Inc. (ESHF), a Louisiana nonprofit corporation and an exempt entity under Section 501(c)(3) of the Internal Revenue Code, for the construction of student housing on the LSU-E campus. ESHF contracted with a private developer to construct the housing project, and it managed the property under a management agreement with that private developer. The management agreement expired July 31, 2017, and LSU-E is currently managing the property for ESHF. The private developer and operator is no longer involved in the property, as all the agreements related to the construction and management of the facility have expired. The housing has been generally successful at meeting the student needs at LSU-E, and has had strong occupancy and a positive cash flow in recent years.

ESFH is a single-purpose entity that was created solely for this housing project. Its only assets and liabilities are the apartment complex and the debt associated with it. The project was initially financed with tax-exempt municipal bonds. In June 2014, the Board of Supervisors approved refinancing the outstanding debt with a loan from Campus Federal Credit Union. The new loan was for \$6.75 million at 4.75%, with a 5-year balloon/25-year amortization, of which approximately \$6,178,000 is currently outstanding. In June 2016, ESFH obtained an additional loan from Campus Federal Credit Union in the amount of \$300,000, of which approximately \$232,830 is outstanding, at 4% for 3 years for minor renovations and the purchase of new furniture. ESFH is current on the loan payments. Under the existing ground lease and other related agreements, ESFH is solely responsible for the debt service; LSU-E has no legal liability for the debt service. In addition to the outstanding debt with Campus Federal, LSU-E and ESHF have determined that the housing needs an additional amount of \$300,000 to make urgently needed capital repairs. The LSU Real Estate and Facilities Foundation ("REFF") will enter into a new loan with Campus Federal for this amount, some of which may be used to repay LSU-E for repairs recently made on an emergency basis.

REFF was created in part to assist the entire University with the operation and maintenance of physical facilities, particularly of auxiliary services such as student housing. Having multiple, unrelated foundations at various campuses owning and maintaining facilities on University property is inefficient. Consolidation of such operations in REFF, where practicable, will allow for more cost-effective maintenance of property and greater consistency in operational standards across all campuses of the University.

Accordingly, the proposal is for REFF to acquire the assets and liabilities of ESFH related to this student housing and to take over legal responsibility for the operation and management of the housing facilities at LSU-E, as well as responsibility for the debt service under the loan agreements with Campus Federal. REFF will simultaneously enter into a lease-back agreement with LSU under which LSU-E will undertake the obligation to operate and maintain this student housing and to pay REFF rent sufficient to cover the debt service and any other operational costs incurred by REFF and approved by LSU. As noted above, REFF

will also borrow an additional amount of \$300,000 from Campus Federal, which loan is expected to be at similar terms and conditions to the existing debt.

As previously noted in reports to the Board of Supervisors, the LSU-E student housing facility known as the Bengal Village is the only student housing project on the LSU-E campus. Prior to its construction in 2002, LSU-E was forced to house students, including student-athletes, off-campus in housing scattered throughout the community. The on-campus housing has enabled the school to attract students from longer distances, as well as students who cannot afford their own vehicle. Since the opening of the Bengal Village, the campus has added women's basketball and softball teams and will soon add men's and women's soccer and men's basketball teams, increasing the need for the on-campus housing option.

While the housing complex has at times struggled financially, the last several years have shown stronger occupancy rates and financial performance. The 2014 refinancing saved ESHF over \$100,000 in interest payments annually. The new arrangement, with LSU-E responsible for the operation and maintenance of the facilities, will give LSU more control over both the revenues and expenses of the housing operation, which will allow the housing to be better-tailored to assist with LSU-E's enrollment and retention goals and objectives.

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

The revamped lease agreements for this housing will be structured similarly to the Nicholson Gateway arrangements. REFF will own the housing improvements, having acquired them from ESHF, which are subject to a ground lease with LSU for the land on which they are located. Similarly to Nicholson Gateway, REFF will enter into a facilities lease with LSU-E under which LSU-E agrees to be responsible for managing the financial and student life functions of the housing, including making room assignments, collecting rents, providing resident assistants, and similar functions, and for operating and maintaining the facilities as described below.

Most significantly, this means that LSU-E will be legally responsible for making the lease payments for the facility, which will in turn be used by REFF to make the debt service payments on the outstanding loans from Campus Federal. The reality of most student housing arrangements such as this, however, is that, because this is housing for LSU students on an LSU campus, the University has a moral and practical responsibility for the debt service even under the existing legal arrangements. The credit markets consider this type of housing arrangement to be a responsibility of the university regardless of the legal structures involved, and thus the university's credit rating would be at risk if there was a default on this type of loan, regardless of whether the university was legally obligated for it. The proposed reorganization simply makes this existing liability more transparent. LSU will have the right to accept ownership of the facilities upon termination of the Ground Lease.

For the immediate future, the legal agreements will provide for LSU-E to be responsible for the physical maintenance and operation of the housing facilities as well. However, the agreements will be structured to allow for REFF, with approval from LSU, to contract with a property manager or other firm to be responsible for the physical operations and maintenance, should this ever become the more cost-effective way to provide such services.

A draft of the major agreements and amendment to agreements necessary to accomplish this business plan are attached. They are still being finalized by outside counsel and will be reviewed by the Office of General Counsel prior to execution by the President.

## **3. Fiscal Impact**

No adverse fiscal impact is projected on either LSU-E or REFF. As noted, under the new arrangement, LSU-E will be more directly responsible for operations, maintenance, and debt service costs. However, the

housing has been generating positive cash flow and has always been current on its obligations. Occupancy rates and rent collections are projected to remain sufficient to fully fund the operating expenses and debt service.

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

N/A

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

The major agreements have been crafted by Tracy Morganti of Brezeale Schase & Wilson, LLP, as outside counsel for LSU, in cooperation with Ragan Richard of Phelps Dunbar, outside counsel for REFF, and the Foundation's executive counsel. All rights and obligations under the existing ground lease from LSU to ESHF will be assigned to REFF. Then, an amended and restated Ground Lease will be executed between LSU and REFF describing the new relationship structure. Finally, a Facilities Lease from REFF to LSU of the housing and other improvements will be executed. As part of the process, Campus Federal will consent to the assignment, the amended and restated Ground Lease, and the Facilities Lease. All of these documents will be executed in one closing.

The legal documents are still being finalized by outside counsel; the current drafts are sufficiently complete to explain the fundamental structure of the transaction and the various risks and benefits associated with it. Before execution by the President, all legal documents will be reviewed by the LSU Office of General Counsel for legal sufficiency and compliance with LSU policies, procedures and practices.

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

LSU-Eunice  
Eunice Student Housing Foundation  
LSU Real Estate and Facilities Foundation  
Campus Federal Credit Union

#### **7. Related Transactions**

None.

#### **8. Conflicts of Interest**

None.

#### **ATTACHMENTS:**

- I. Transmittal Memo
- II. Property Diagram
- III. Draft Legal Agreements

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") authorizes F. King Alexander, in his capacity as President of LSU, to authorize, approve, and consent to the transfer of the LSU-Eunice student

housing complex known as Bengal Village (the "Facilities") from Eunice Student Housing Foundation, Inc. to LSU Real Estate and Facilities Foundation ("REFF"), and to include in such authorizations, approvals, and consents such terms and conditions as he deems to be in the best interests of LSU; and

**BE IT FURTHER RESOLVED** that the Board authorizes F. King Alexander, in his capacity as President of LSU, to execute and deliver a new or amended ground lease, facilities lease, operating agreements, and other related agreements with REFF as necessary or appropriate for the operation and maintenance of the Facilities, with the understanding that such agreements will result in LSU-Eunice becoming liable to make lease payments which will be used for the outstanding debt service payments on the existing loans related to the Facilities, and a new loan to be obtained by REFF for necessary capital repairs and improvements, and to include in such leases, loans, and other agreements such terms and conditions as he deems to be in the best interests of LSU; and

**BE IT FURTHER RESOLVED** that the Board authorizes counsel to the Board to make application to the Louisiana State Bond Commission on behalf of the Board for the approval of the facilities lease; and

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and REFF, finds an acceptable University purpose for REFF to: (1) acquire the assets and liabilities of the Eunice Student Housing Foundation, Inc., namely the Facilities and the loans and other obligations relating thereto, (2) to enter into a new or amended ground lease, facilities lease, operating agreements, and any related or ancillary contracts and agreements reasonably necessary, and (3) to borrow the additional sum of \$300,000 for capital repairs and improvements to the Facilities to accomplish the transactions described herein.



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## CAMPUS CORRESPONDENCE

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**To:** F. King Alexander,  
President of LSU

**Date:** June 7, 2018

**Through:** Daniel T. Layzell, Executive Vice President for  
Finance & Administration/CFO

**Through:** Tony Lombardo, Associate Vice President  
Facility & Property Oversight

**From:** Patrick H. Martin, V, Assistant Vice President  
Real Estate, Public Partnerships, and Compliance

**Subject** **Board of Supervisors Agenda, May 4, 2018 Meeting**  
**Request from LSU Eunice to Transfer Student Housing from the Eunice Student**  
**Housing Foundation to the LSU Real Estate and Facilities Foundation**

LSU-Eunice is requesting approval from the Board of Supervisors for the President to: (1) authorize the transfer of student housing at LSU-Eunice from the Eunice Student Housing Foundation to the LSU Real Estate and Facilities Foundation (REFF), and (2) enter into a facilities lease with REFF for LSU to operate and maintain the housing. It further requests the Board to find an Acceptable University Purpose pursuant to the Uniform Affiliation Agreement for REFF to enter into these transactions.

We request this be placed on the agenda for the Board's meeting scheduled for May 4, 2018.

Thank you.



**LSUE**  
 2048 Johnson Highway, Eunice, LA 70535

- 1 Science Building [S]**
  - Accommodated/Disability Services
  - Business Affairs
  - Division of Sciences & Mathematics
  - Human Resources
  - Public Relations
  - Tutorial Center
- 2 Library [L]**
- 3 Acadian Center (Union) [A]**
  - Bookstore
  - Cafeteria
  - Campus Activities Board
  - Career Services
  - Counseling Services
  - Financial Aid
  - LSUE Geaux Center
    - Admissions
    - Enrollment Management
    - Registrar's Office
    - Recruiting
    - Scholarships
    - Student Records
  - ★ Campus Security - 550-1225
  - Student Government Association
  - Student Activities
  - Student Affairs
  - Veterans Affairs
- 4 Health Technology Building [T]**
  - Division of Health Science and Business Technology
  - Performing Arts
- 5 Manuel Hall [M]**
  - Division of Health Science and Business Technology
  - Developmental Education
  - Liberal Arts
- 6 LSU Police and Security [MX2]**
  - ★ LSU Police

- 7 Health & Physical Education [H]**
  - Athletics
  - Gymnasium
  - Lady Bengal Basketball Court
- 8 Community Education Building [C]**
  - Chancellor's Office
  - Community Education
  - Dual Enrollment
  - Information Technology
  - LSUE Academy
  - LSUE Foundation
- 9 Obelisk Marker**
- 10 Fountain**
- 11 40th Anniversary Clock & Plaza**
- 12 Bengal Stadium**
- 13 Lady Bengal Softball Field**
- 14 Softball/Baseball Fieldhouse**

- 15 Tennis Courts**
- 16 Beach Volleyball Courts**
- 17 "The Sky's the Limit" Sculpture**
- 18 Hundley Utilities Building**
- 19 Baptist Collegiate Ministry**
- 20 Catholic Student Union**
- 21 Pavilion**
- 22 Maintenance Workshop**
- 23 Chancellor's Residence**
- 24 Bengal Village Apartments**

- 25 Prairie Restoration Research**
- PARKING**
- P1** Science Building Parking
- P2** Health Technology Parking
- P3** Community Ed Parking
- P4** Health & PE Parking
- P5** Manuel Hall Parking
- P6** Union Parking
- P7** Center & Sycamore Streets

BSW DRAFT: TAM  
Version 1/June 7, 2018

**SECOND AMENDED AND RESTATED  
GROUND LEASE AGREEMENT**

effective as of August 1, 2018,

by and between

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE  
(as Lessor)**

and

**LSU REAL ESTATE AND FACILITIES FOUNDATION  
(as Lessee)**



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**EXHIBIT A- PROPERTY DESCRIPTION**  
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**EXHIBIT B - PERMITTED LIENS**  
**EXHIBIT C- MEMORANDUM OF LEASE**

## **SECOND AMENDED AND RESTATED GROUND LEASE AGREEMENT**

This SECOND AMENDED AND RESTATED GROUND LEASE AGREEMENT (together with any amendment, modification or supplement hereto, the "Lease") effective as of August 1, 2018, is entered into by and between 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 (the "LSU Board"), represented herein by the President of Louisiana State University, and LSU REAL ESTATE AND FACILITIES FOUNDATION, a Louisiana a nonprofit corporation (the "Foundation"), represented herein by its Executive Director.

### **WITNESSETH**

**WHEREAS**, the LSU Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and Louisiana State University Eunice (the "University") is a university under its management and control pursuant to La. R.S. 17:3215;

**WHEREAS**, the Foundation is a Louisiana nonprofit corporation which has been established for charitable, scientific and educational purposes providing benefit to the LSU Board within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

**WHEREAS**, pursuant to La. R.S. 17:3361 *et seq.* (the "University Leasing Act"), the LSU Board is authorized to lease to a nonprofit entity, such as the Foundation, any portion of the campus of the University;

**WHEREAS**, effective January 1, 2002, the LSU Board and the Eunice Student Housing Foundation, Inc. (predecessor in interest to the Foundation) ("ESHF") entered into that certain Ground Lease Agreement (the "Original Ground Lease"), as amended and restated by that certain Amended and Restated Ground Lease Agreement dated as of July 1, 2014 (the "First Amended and Restated Ground Lease"), whereby the LSU Board leased to ESHF a parcel of land located on the campus of Louisiana State University Eunice ("LSUE" or the "University") (as more particularly described in **Exhibit A** hereto, the "Site") pursuant to the University Leasing Act;

**WHEREAS**, pursuant to the Original Ground Lease, ESHF caused the construction and equipping of the student residence facilities known as Bengal Village (the "Facilities") on the Site for use by students, faculty and staff of the University, as more particularly described in **Exhibit B** hereto;

**WHEREAS**, the costs of constructing and equipping the Facilities were initially financed by ESHF through the issuance of tax-exempt bonds, and were subsequently refinanced by ESHF pursuant to that certain Loan Agreement dated July 1, 2014 (the "First Loan Agreement" by and between ESHF and Campus Federal Credit Union (the "Lender"), and the obligations of ESHF under the Loan Agreement were evidenced by that certain Promissory Note (Term Loan) dated July 1, 2014 (the "First Note") by ESHF in favor of the Lender (collectively, the "First Loan"), which First Note is currently outstanding in the principal amount of \$ \_\_\_\_\_;

**WHEREAS**, ESHF subsequently obtained an additional loan from the Lender (the "Second Loan" and, together with the First Loan and any additional Indebtedness (defined herein), the "Loan"), which Second Loan is evidenced by that certain Promissory Note dated June 29, 2016 (the "Second Note" and, together with the First Note and note or other payment obligation evidencing additional Indebtedness, the "Note"), and is currently outstanding in the principal amount of \$\_\_\_\_\_, for the purpose of making repairs to, and purchasing equipment for, the Facilities;

**[\*\*Additional Loan to repair structural damage and replace roof? Should all the loans be consolidated?]\*\***

**WHEREAS**, to secure its payment obligations under the Loan, ESHF has granted to the Lender, and the Foundation has assumed the obligations under, a mortgage on, and security interest in, its right, title and interest in and to the Facilities and this Lease to the Lender pursuant to that certain Multiple Indebtedness Mortgage, Security Agreement and Assignment of Leases and Rents dated effective July 1, 2014 **[\*\*will there be an amendment to the mortgage?]\*\*** (the "Mortgage");

**WHEREAS**, the LSU Board, the Foundation and ESHF have determined that it is in the best interest of the LSU Board and the University for the Foundation to acquire the Facilities from ESHF, for ESHF to assign its right, title and interest in and to the Facilities and its rights and obligations relating thereto (including, without limitation, the Original Ground Lease, the Loan and the Mortgage) and for the Foundation to assume the obligations of ESHF in connection therewith (including, without limitation, the Original Ground Lease, the Loan and the Mortgage) and to lease the Facilities to the LSU Board for the benefit of the University, and such acquisition, assignment and assumption have occurred;

**WHEREAS**, pursuant to the University Leasing Act, the LSU Board may lease all or any portion of the Facilities constructed by ESHF on the Site and now owned by the Foundation, and the LSU Board and the Foundation will enter into that certain Facilities Lease dated effective August 1, 2018 (the "Facilities Lease"), pursuant to which the LSU Board will (i) sublease the Site and lease the Facilities from the Foundation and (i) operate, manage and maintain the Premises (defined herein);

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

[remainder of this page intentionally left blank]

**ARTICLE I**  
**LEASE OF PROPERTY - TERMS OF LEASE**

**Section 1.01 Lease of Site.** In consideration for the performance by the Foundation of all of its obligations set forth in this Lease and in the Original Ground Lease and the First Amended and Restated Ground Lease, the LSU Board does hereby lease, let, demise, and rent unto the Foundation, and the Foundation does hereby rent and lease from the LSU Board, the Site, together with all existing improvements, alterations, additions and attached fixtures located on the Site as of January 1, 2002, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Site for vehicular and pedestrian ingress and egress. The LSU Board and the Foundation hereby acknowledge that the Facilities are owned by the Foundation, subject, however, to the terms hereof. The Foundation, by execution of this Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

**Section 1.02 Habendum.** To have and to hold the Site, together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Foundation, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

**Section 1.03 Term.** Unless sooner terminated as herein provided, this Lease shall continue and remain in full force and effect for a term commencing on the Effective Date and ending at midnight on June 30, 2064. The term may be extended by written agreement of the parties hereto, subject to securing any approvals required by the terms hereof.

**Section 1.04 Board's Option to Purchase the Facilities.** The Foundation grants to the LSU Board an exclusive and irrevocable option to purchase, for the price and on the terms, provisions, stipulations and conditions hereinafter set forth, all but not less than all of the Facilities (the "Option"):

(a) The purchase price is the amount necessary to fully pay the Lender all amounts due under the Mortgage and Loan Agreement (the "Purchase Price").

(b) The LSU Board gives notice to the Foundation of its election to exercise the Option not less than sixty (60) days prior to the date on which the LSU Board desires to purchase the Facilities.

(c) The Option shall expire on the Expiration Date, or upon the earlier termination of this Lease, whichever occurs first.

(d) Notwithstanding anything to the contrary contained in this Lease, upon the purchase of the Facilities by the LSU Board pursuant to this Option, this Lease shall terminate.

(e) In the event of and upon the payment of the Purchase Price by the LSU Board, the Foundation will, on the purchase date, execute and deliver to the Board a written cancellation of

this Lease specifically transferring ownership of the Facilities to the LSU Board and such other documents as necessary to effect a transfer of title to the Facilities to the Board, as well evidence of cancellation of the Mortgage.

(f) To the extent allowed by law, in the event the Option is timely exercised, notice to the Foundation of the LSU Board's election shall constitute an irrevocable conversion of the Option into a binding obligation of the Foundation to sell the Facilities to the LSU Board and of the Board to purchase the Facilities from the Foundation under the terms and conditions set forth in this Section 1.04, and in such event, the Foundation and the LSU Board shall have the right to demand specific performance of the agreement herein to purchase and sell by the other. The closing of the sale of the Facilities shall occur within one hundred twenty (120) days of the exercise by notice to the LSU Board of the Option at the offices of the LSU Board or its counsel, or at such other time, place and date as agreed upon by the Foundation and the LSU Board.

(g) The LSU Board shall pay all closing costs and charges incident to the conveyance of title to the Facilities.

(h) The Foundation shall convey to the LSU Board title to the Facilities without any warranty whatsoever of any nature. The conveyance of the Facilities shall be without any warranty as to fitness and condition. In no event shall the Foundation be responsible for any defects in title to the Facilities.

(i) In the event the Option is exercised and the Foundation fails to consummate the transactions contemplated herein for any reason except default by the LSU Board or the failure of the LSU Board to satisfy any of the conditions set forth herein, the LSU Board (a) may enforce this agreement by specific performance and in such action shall have the right to recover damages suffered by reason of the Foundation's delay in transferring the Facilities; or (b) may bring suit for damages for breach of this agreement.

(ii) In the event the Option is exercised, and the LSU Board fails to consummate the transactions contemplated herein for any reason, except default by the Foundation or the failure of the Foundation to satisfy any of the conditions set forth herein, the Foundation (a) may enforce this agreement by specific performance and in such action shall have the right to recover damages suffered by reason of the LSU Board's delay in acquiring the Facilities; or (b) may bring suit for damages for breach of this agreement.

(iii) No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this agreement to purchase and sell shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

(i) The Option and the rights set forth herein related to the Option shall not be assigned by the Foundation and the Facilities shall not be sold (subject to the Option or otherwise) to any Person or entity without the LSU Board's prior written consent, which consent may be withheld by the LSU Board in its sole discretion.

(j) The Foundation acknowledges that, in the event the LSU Board wishes to exercise the Option, the LSU Board must comply with the laws regulating the procurement, capital outlay and appropriations for acquiring lands, buildings, equipment and furnishings by the State.

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**ARTICLE II  
DEFINITIONS**

**Section 2.01 Definitions.** In addition to such other defined terms as may be set forth in this Lease, the following terms shall have the following meanings.

" <u>Applicable Law</u> "	All present and future laws, statutes, rules, regulations or ordinances, resolutions and orders of any Governmental Authority substantially affecting the Premises and/or the ability of the parties to meet their obligations hereunder, including, without limitation, all Environmental Laws.
"Associate Vice President"	The Associate Vice President for Facility and Property Oversight of Louisiana State University (or any successor officer or office) or his or her designee appointed in writing.
" <u>Award</u> "	Any payment or other compensation received or receivable as a consequence of Expropriation from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.
" <u>Campus</u> "	The campus of the University.
" <u>Casualty</u> "	Shall have the meaning assigned thereto in Section 12.01 of this Lease.
" <u>Casualty Insurance Proceeds</u> "	All proceeds paid under the insurance policies described in Article XVII hereof.
" <u>Effective Date</u> "	August 1, 2018.
" <u>Environmental Laws</u> "	All federal, State and local laws and ordinances and common law principles relating to the protection of the environment or the keeping, use, abatement, remediation, disposal, human health or natural resources or the generation, transportation, treatment, storage, disposal, recycling, keeping, use, or disposition of Hazardous Materials, substances, or wastes, presently in effect or adopted after the Effective Date. This includes all amendments to Environmental Laws, and all rules and regulations under any Environmental Laws.
" <u>Event of Default</u> "	Any matter identified as an event of default under Section 10.01 hereof.
" <u>Expiration Date</u> "	The expiration date of this Lease as set forth in Section 1.03 hereof.

<u>"Expropriation"</u>	The taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings.
<u>"Facilities"</u>	The Facilities in <b>Exhibit A-1</b> hereto, including, without limitation, driveways, walkways, parking areas, and all electrical, plumbing, heating, water, water heating, sewerage, gas and other utility equipment and the Facilities Equipment, which are now or shall hereafter be situated on or in said Facilities or on or in the Site.
<u>"Facilities Equipment"</u>	The furniture, fixtures and other personal property financed or refinanced with proceeds of the Loan and owned or leased by the Foundation and used on or in the Facilities or used in connection with the operation of the Facilities and which are not components parts of or permanently affixed to the Facilities and which are not owned by the LSU Board but are leased to the LSU Board under the Facilities Lease.
<u>"Facilities Lease"</u>	That certain Facilities Lease dated effective August 1, 2018, between the LSU Board and the Foundation, as amended, modified or supplemented from time to time.
<u>"First Loan"</u>	Shall have the meaning assigned thereto in the Recitals to this Lease.
<u>"First Loan Agreement"</u>	Shall have the meaning assigned thereto in the Recitals to this Lease.
<u>"First Note"</u>	Shall have the meaning assigned thereto in the Recitals to this Lease.
<u>"Force Majeure"</u>	Any circumstances beyond the control of the Foundation or the LSU Board, including, without limitation, acts of God, hurricanes, tornadoes, power outages or lack of power supply due to a casualty, mandatory evacuations, acts of a public enemy, governmental interference, inability to obtain labor, energy or supplies, riot, civil commotion, strike, lockout or any other unforeseeable event (other than an inability to obtain financing), the occurrence of which would prevent or preclude the Foundation or the LSU Board, respectively, from fully and completely carrying out the performance of their respective obligations under this

Lease, other than obligations in respect of the payment of money.

"Foundation"

LSU Real Estate and Facilities Foundation, a nonprofit corporation organized and existing under the laws of the State, and its successors and assigns.

"Foundation Representative"

The [\*\*Chairman, Vice Chairman, Secretary or Executive Director\*\*] of the Foundation, or any other person designated as a Foundation Representative by an instrument in writing.

"Governmental Authority"

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, parish, district, municipality, city or otherwise) whether now or hereafter in existence, with jurisdiction over the Facilities.

"Guaranty"

Any guaranty, loan agreement or other obligation of the Foundation guaranteeing in any manner, whether directly or indirectly, the Indebtedness of any other Person.

"Hazardous Substances"

Pollutants, contaminants, flammables, explosives, radioactive materials, hazardous wastes, substances, chemicals or materials, toxic wastes, substances, chemicals, or materials or other similar substances, petroleum products or derivatives, or any substance subject to regulation by or under Environmental Laws, including asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls ("PCBs"), petroleum, petroleum byproducts (including but not limited to, crude oil, diesel, oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, infectious wastes, radioactive materials, and/or any hazardous or toxic substance, chemical or material, or any other environmentally regulated substance or material, waste, pollutant or contaminant, defined as such or regulated by any Environmental Laws.

"Indebtedness"

With respect to the Foundation, any indebtedness or liability for borrowed money, any installment sale obligation or any obligation under any lease that is capitalized under generally accepted accounting principles and any Guaranty of the foregoing that is incurred by the

Foundation for the benefit of the Facilities with the prior written consent of the LSU Board.

"Lease"

This Second Amended and Restated Ground Lease dated effective August 1, 2018 by and between the LSU Board and the Foundation, as amended, modified or supplemented from time to time.

"Lender"

Campus Federal Credit Union, and its successors and assigns.

"Loan"

Shall have the meaning assigned thereto in the Recitals to this Lease.

"LSU Board"

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a constitutional corporation organized and existing under the laws of the State, and its successors and assigns.

"LSU Board Representative"

One or more of the persons designated and authorized in writing from time to time by the LSU Board to represent the LSU Board in exercising LSU's rights and performing LSU's obligations under this Lease; initially the LSU Board Representative(s) shall be (i) the President or his or her designee, (ii) the Associate Vice President or his or her designee and (iii) the Vice Chancellor or his or her designee, until the LSU Board designates one or more other persons to represent the LSU Board under this Lease.

"LSU Board's Interest"

The LSU Board's ownership interest in and to the Site.

"Mortgage"

Shall have the meaning assigned thereto in the Recitals to this Lease.

"Note"

Shall have the meaning assigned thereto in the Recitals to this Lease.

"Option"

Shall have the meaning assigned thereto in Section 1.04 hereof.

"ORM"

The Office of Risk Management, Division of Administration of the State.

"Permitted Sublessees"

Persons other than University students, faculty and staff who are participants in any activities related to the mission of the University and who are using the Facilities pursuant to a concession or other housing arrangement with the

	University.
" <u>Permitted Use</u> "	The operation of the Facilities for the housing of University students, faculty, staff and Permitted Sublessees and for purposes related to or associated with the foregoing.
" <u>Person</u> "	An individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.
" <u>President</u> "	The President of Louisiana State University (or any successor officer or office) or his designee appointed in writing.
" <u>Purchase Price</u> "	Shall have the meaning assigned thereto in Section 1.04 hereof.
" <u>Rent</u> "	The amounts to be paid by the Foundation to the LSU Board pursuant to Section 3.01 of this Lease.
" <u>Second Loan</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>Second Note</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>Site</u> "	Shall have the meaning set forth in the Recitals hereof.
" <u>State</u> "	The State of Louisiana.
" <u>Term</u> "	The term of this Lease as set forth in Section 1.03 hereof.
" <u>Termination Date</u> "	The date on which this Lease shall expire or terminate pursuant to Section 1.03 hereof.
" <u>University</u> "	Louisiana State University Eunice, located in Eunice, Acadia Parish, Louisiana.
" <u>University Leasing Act</u> "	Louisiana Revised Statutes 17:3361, et seq., as amended from time to time.
" <u>Vice Chancellor</u> "	The Vice Chancellor for Business Affairs of the University (or any successor officer or office) or his or her designee appointed in writing.

**ARTICLE III**  
**RENT**

**Section 3.01 Rent.** Commencing on January 1, 2019 and thereafter on each January 1 throughout the Term, the Foundation shall pay to the LSU Board, at the address set forth in Section 18.03 or such other place as the LSU Board may designate from time to time in writing, as annual rent for the Site ("Rent"), the sum of \$1.00 per year.

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**ARTICLE IV  
USE OF SITE**

**Section 4.01 Purpose of Lease.** ESHF entered into the Original Ground Lease for the purpose of developing, constructing, and contracting for the operation of the Facilities, which Facilities were completed and were operated and maintained or caused to be operated and maintained by the Foundation pursuant to the terms of the Original Ground Lease and the First Amended and Restated Ground Lease. Except as otherwise provided herein and in the Facilities Lease, the Site is to be used for no other purpose.

**Section 4.02 Benefit of the LSU Board and the University.** The Foundation shall own the Facilities and lease the Facilities to the LSU Board pursuant to the Facilities Lease for the support, maintenance or benefit of the LSU Board and the University. The use of the Site and the Facilities shall be in accordance with all University rules and regulations.

**Section 4.03 Intentionally Left Blank.**

**Section 4.04 Compliance with Statutory Requirements.** The University Leasing Act prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Lease, the LSU Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation, (a) the formulation and adoption of such rules, regulations and requirements as it deems necessary or desirable relative to the erection, construction and maintenance of the Facilities, which rules, regulations and requirements are incorporated in this Lease as though fully set forth herein, as required by La. R.S. 17:3362A and (b) the waiver, by written consent, of its right to require removal of the Facilities (i) in the event the Foundation fails, neglects or refused to comply with such rules, regulations or requirement as set forth in La. R.S. 3362B, except as otherwise set forth in this Lease and (ii) upon failure of the Foundation to conform to rules or regulations relative to the conduct and social activities of people in the Facilities as permitted by La. R.S. 17:3364, except as otherwise set forth in this Lease; provided, however, that the LSU Board reserves the right to enforce any and all other available remedies in the event of such failure, neglect or refusal.

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**ARTICLE V  
FACILITIES**

**Section 5.01 Completion of the Facilities.** The LSU Board and the Foundation hereby acknowledge that the Facilities were completed in accordance with the Original Ground Lease.

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**ARTICLE VI  
ENCUMBRANCES**

**Section 6.01 Mortgage of Leasehold or the Facilities.** The Foundation shall not mortgage or grant a lien or security interest in the Foundation's leasehold interest in the Site or its ownership interest in the Facilities or any other right of the Foundation hereunder without the prior written consent of the LSU Board. The LSU Board hereby acknowledges and consents to the Foundation's granting of the Mortgage, which secures payment of the Foundation's obligations under the Loan Agreement, and represents that the President has provided all necessary consents required in conjunction with the granting of the Mortgage and the related transactions. Any renewals or material amendments to the Mortgage and/or Loan Agreement shall require the consent of the President. Any mortgage of the leasehold interest and the Facilities (and any renewals and amendments) shall remain subject to and subordinate to this Lease.

**ARTICLE VII  
CERTAIN LIENS PROHIBITED**

**Section 7.01 No Mechanics' Liens.** Except as permitted in Section 7.02 hereof, the Foundation shall not suffer or permit any mechanics' liens or other liens to be enforced against the LSU Board's ownership interest in the Site nor against the Foundation's leasehold interest in the Site or ownership interest in the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Foundation or to anyone holding the Site or Facilities or any part thereof through or under the Foundation.

**Section 7.02 Release of Recorded Liens.** If any mechanics' liens or materialmen's liens which arise out of a contract with the Foundation or its agents shall be recorded against the Site or Facilities, the Foundation shall cause the same to be released of record or, in the alternative, if the Foundation in good faith desires to contest the same, the Foundation shall be privileged to do so, but in such case the Foundation hereby agrees to indemnify, defend and save the LSU Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the LSU Board reasonably should consider the LSU Board's interest endangered by any such liens and should so notify the Foundation and the Foundation should fail to provide adequate security for the payment of such liens in the form of a surety bond, cash deposit or cash equivalent or indemnity agreement reasonably satisfactory to the LSU Board within thirty (30) days after such notice, then the LSU Board, at the LSU Board's sole discretion, may discharge such liens and recover from the Foundation as additional rent under this Lease the amounts paid, with interest thereon from the date paid by the LSU Board until repaid by the Foundation at the rate of ten percent (10%) per annum.

**Section 7.03 Memorandum of Recitals.** The memorandum of lease to be filed pursuant to Section 18.05 of this Lease and any third-party contract for improvements to the Facilities or to be located on the Site shall clearly state that such third party, or any other party claiming under said third party, shall be on notice that neither the LSU Board nor the LSU Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Foundation.

**ARTICLE VIII  
OPERATION AND MANAGEMENT OF FACILITIES**

**Section 8.01 Operation, Alterations, Maintenance, Repair, Replacement and Security Service.**

The following provisions of this Section 8.01 shall apply only in the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof.

(a) The Foundation shall be responsible for procuring and maintaining or shall cause to be procured and maintained all services necessary or required in order to adequately operate and maintain the Facilities in accordance with the Permitted Use. The Foundation shall continuously cause to be operated the Facilities from the date of such termination of the Facilities Lease through the remainder of the Term in accordance with all Governmental Regulations and all University rules and regulations.

(b) The Foundation shall be responsible for maintaining, repairing and replacing the Facilities and shall make or contract, or cause to be made or contracted, with a suitable contractor for the making of all alterations, repairs, restorations, and replacements to the Facilities, including, without limitation, the heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and theft systems, air and water pollution control and waste disposal facilities, structural roof, walls, foundations, fixtures, equipment and appurtenances to the Facilities as and when needed to preserve them in good working order, condition and repair (ordinary wear and tear excepted), regardless of whether such repairs, alterations, restorations or replacements are ordinary or extraordinary, foreseeable or unforeseeable, or are the fault of the Foundation or some other Person. All alterations, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class located in the Facilities as of their completion.

(c) The Foundation shall not have the right to make or construct any material additions, alterations or improvements to the Facilities, attach fixtures, structures, or signs to or on the Facilities, or affix personal property to the Facilities without the LSU Board Representative's prior written consent. All plans for such additions, alterations and improvements shall be submitted to the LSU Board Representative for approval. All such alterations, improvements, additions, attachments, repairs, restorations and replacements of all or any portion of the Facilities shall (i) be at the sole cost and expense of the Foundation; (ii) not reduce the then fair market value of the Facilities; (iii) be constructed in a good and workmanlike manner; and (iv) be in compliance with all Governmental Regulations and University rules and regulations. Non-material additions and improvements may be made without the consent of the LSU Board Representative.

(d) The Foundation shall cause to be provided all custodial service, janitorial service, trash disposal and all other services necessary for the proper upkeep and maintenance of the Facilities as required herein. It is the responsibility of the LSU Board to cause to be provided or to provide for the security of persons on or entering the Facilities and/or property located at the Facilities, consistent with that provided to other University facilities. Access to the Facilities shall be provided to the University for such purpose.

(e) The Foundation shall be responsible for maintaining the grounds and landscaping the Site and shall contract with a suitable contractor for the maintenance thereof.

**Section 8.02 Books and Records.** The Foundation shall keep or cause to be kept accurate, full and complete books, including bank statements and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Foundation. In the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof, the Foundation shall keep or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively the results of the operation of the Facilities.

**Section 8.03 Audits.** The LSU Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Foundation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the LSU Board, by the Louisiana Legislative Auditor or by independent auditors retained by the LSU Board, 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 by the Foundation or by another Person on behalf of the Foundation. The LSU Board covenants with the Foundation to keep the results of any such audits confidential except as required by rules and regulations of the LSU Board and by Applicable Law.

**Section 8.04 Inspections.** The following provisions of this Section 8.04 will apply only in the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof. The LSU Board Representative shall have the right to make inspections of the Facilities to ascertain the quality of maintenance being undertaken by or on behalf of the Foundation. Such inspections shall be conducted after reasonable notice to the Foundation and at a reasonable time and in a manner to minimize disruption of the quiet enjoyment of the Facilities by the tenants. Within fifteen (15) days after the inspection, the LSU Board Representative shall meet with the Foundation or the Foundation Representative and the Management Company, or its authorized representative, to discuss recommendations as to major repairs or replacements deemed reasonably necessary to maintain the Facilities in good operating condition and proper maintenance of the Facilities. To the extent funds are available, the Foundation shall make or cause to be made any recommended repairs, as agreed upon by the Foundation, the LSU Board Representative and the Management Company.

**Section 8.05 Environmental Matters.** The Foundation shall, with regard to the Premises, comply, and cause any Person using the Premises to comply, with all applicable Environmental Laws.

## **ARTICLE IX MORTGAGE RIGHTS**

**Section 9.01 Mortgage Rights.** For the benefit of the Foundation and the Lender and for so long as the Mortgage remains outstanding, the LSU Board agrees to do the following:

(i) The LSU Board shall not disturb the possession, interest or quiet enjoyment of the Foundation in any manner which would adversely affect the security provided by the Mortgage (except in accordance with the express provisions of this Lease following a default by the Foundation and notice to the Lender and the passage of the Foundation's and the Lender's time to cure).

(ii) This Lease may not be amended, terminated or canceled (except in accordance with the express provisions of this Lease following a default by the Foundation and notice to the Lender and the passage of the Foundation's and the Lender's time to cure) or surrendered, without the prior written consent of the Lender, and any such action taken without the Lender's consent shall not be binding on the Foundation or the Lender.

(iii) The Foundation shall not exercise any option to terminate this Lease pursuant to Article X or otherwise, without the prior written consent of the Lender.

(iv) Notwithstanding anything to the contrary contained in this Lease, to the extent allowed by law (and if the Facilities are insured by the Office of Risk Management, the rules and regulations of the Office of Risk Management), in the event of any casualty, damage, or destruction to any of the Facilities, the Lender shall be entitled to participate in any settlement regarding Casualty Insurance Proceeds to collect and hold any such Casualty Insurance Proceeds, and to determine and direct whether any such remaining Casualty Insurance Proceeds are made available for the restoration of the Facilities or are applied to the repayment of the Indebtedness of the Foundation to the Lender. The rights of Lender with respect to the Casualty Insurance Proceeds shall be governed by the terms of the Loan Agreement or any separate agreement between Lender and the University. In the event of a conflict between the Loan Agreement and this Section 9.01(iv), the provisions of the Loan Agreement shall govern.

(v) The LSU Board will give the Lender written notice of any default by the Foundation under this Lease simultaneously with sending such notice to the Foundation, and no notice of default given to the Foundation shall be effective unless and until such notice shall have been delivered to the Lender.

(vi) The Lender shall be entitled to perform any of the Foundation's covenants or to cure any defaults by the Foundation or to exercise any election, option, or privilege conferred upon the Foundation by the terms of this Lease. In particular, the LSU Board agrees that the Lender shall have the right, but not the obligation, to cure any default by the Foundation under this Lease, and the Lender shall be afforded 60 days to cure any monetary default and 90 days to cure any non-monetary default, provided that if any non-monetary default cannot, with reasonable diligence, be cured within 90 days, the Lender shall have such longer period as may be required for the Lender to cure such non-monetary default, including, without limitation, such

time as may be necessary for the Lender to gain possession of the Foundation's interest under this Lease, so long as the Lender promptly commences and diligently pursues cure to completion.

(vii) Except as expressly set forth hereinbelow, the Lender shall have no liability for the payment of Rent or the performance of any of the Foundation's covenants and obligations under this Lease.

(viii) The LSU Board agrees that, in the event that this Lease is rejected by a Bankruptcy court or a court relieves the Foundation from its obligations under this Lease for any reason, including, without limitation, as a result of a default by the Foundation provided for in Sections 10.01(c) or (d), the LSU Board shall (to the extent allowed by law), upon request of the Lender, acknowledge that the rights and obligations under the Lease continue with the Lender, as lessee, and are not impaired as a result of such court action, provided that the Lender (a) cures any monetary default and any non-monetary default that is capable of being cured under this Lease and (b) makes any payments due to the LSU Board under this Lease following such event described above. The parties shall execute an acknowledgement that the Lease continues on the same terms and conditions. Further, in such case, the LSU Board shall disclaim that any ownership interest in the Facilities was vested in the LSU Board as a result of such event.

(ix) If the Lender succeeds to the Foundation's interest under this Lease, the following provisions shall apply: (a) the LSU Board will accept performance by the Lender in lieu of performance by the Foundation; (b) the Lender will be recognized by the LSU Board as lessee under this Lease; (c) title to the Facilities will vest in the Lender; (d) the LSU Board hereby consents to Lender's assignment of its interest in this Lease and in the Facilities, provided any such assignee of the Lender assumes and agrees to be bound by this Lease and the Lease term is not extended; and (e) the Lender will be liable for the performance of the Foundation's obligations under this Lease, including the payment of Rent and other charges, only for those items accruing on or after the date Lender obtains possession, and then only until the Lender so further assigns this Lease. Without limitation, Lender and its assigns shall be bound by the provisions of Sections 4.01 and 8.01(a); provided, however, that the Lender shall not assign its right, title and interest in and to the Lease and the Facilities without the prior written consent of the President.

(x) The Lender shall not be subject or subordinate to any mortgage, deed of trust or other encumbrance of the Site granted by the LSU Board.

**ARTICLE X  
TERMINATION, DEFAULT AND REMEDIES**

**Section 10.01 Events Of Default.** Any one of the following events shall be deemed to be an Event of Default by the Foundation under this Lease.

(a) The Foundation shall fail to pay any sum required to be paid to the LSU Board under the terms and provisions of this Lease and such failure shall not be cured within thirty (30) days after the Foundation's and the Lender's receipt of written notice from the LSU Board of such failure.

(b) The Foundation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Foundation under the terms and provisions of this Lease and such failure shall not be cured within ninety (90) days after the Foundation's and the Lender's receipt of written notice from the LSU Board of such failure; provided that if, during such ninety (90) day period, the Foundation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

(c) A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for the Foundation or any substantial part of the properties of the Foundation or ordering the winding up or liquidation of the affairs of the Foundation and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(d) The commencement by the Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Foundation to the commencement of a case under the Federal Bankruptcy Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of or for the Foundation or any substantial part of the properties of the Foundation.

**Section 10.02 The LSU Board's Rights Upon Default.** Subject to the provisions of Article IX hereof, upon the occurrence and during the continuance of an Event of Default, the LSU Board may, at its option, seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance, or may exercise its Option detailed in Section 1.04 above.

**Section 10.03 Termination of Right of Occupancy.** Notwithstanding any provision of law or of this Lease to the contrary, except as set forth in Section 1.03 hereof, but only for as long as Mortgage is outstanding and of record, the LSU Board shall not have the right to

terminate this Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Foundation hereunder, the LSU Board shall have the right to exercise the remedies set forth below.

**Section 10.04 Rights of The LSU Board Cumulative.** All rights and remedies of the LSU Board provided for and permitted in this Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The LSU Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein, subject to Section 10.03 hereof. No waiver by the LSU Board of a breach of any of the covenants, conditions or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the LSU Board to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option. Nothing herein shall authorize the termination of the Ground Lease prior to the expiration of the Term, except as provided in this Article X.



**ARTICLE XI**  
**TITLE**

**Section 11.01 Title to Facilities.** Title to the Facilities is vested in the Foundation. All furniture, fixtures, equipment and furnishings located on the Facilities, except those owned by tenants, whether permanently attached or otherwise, shall be the property of the Foundation, subject to the provisions of this Lease, provided that all furniture, fixtures, equipment and furnishings owned by the LSU Board shall remain the property of the LSU Board. Subject to the terms of Article IX, upon termination of this Lease, title in the Facilities shall transfer to the LSU Board, and the Foundation shall execute all documents necessary to effectuate such transfer. The conveyance of the Facilities shall be without any warranty as to fitness and condition. In no event shall the Foundation be responsible for any defects in title to the Facilities. Notwithstanding anything to the contrary in this Lease, and provided all amounts due to Lender (or any successor lender) under the Mortgage and Loan Agreement have been paid in full, the LSU Board shall have the right to terminate this Lease upon giving the Foundation notice of not less than thirty (30) days but not more than one hundred eighty (180) days. Upon the termination of the Lease, the Facilities shall be forfeited to the LSU Board and no compensation for the value of the Facilities shall be due to the Foundation.

## **ARTICLE XII EXPROPRIATION OR CASUALTY**

**Section 12.01 Expropriation, Casualty and Other Damage.** The following provisions of this Section 12.01 shall apply only in the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof; otherwise, the provisions relating to Expropriation and Casualty contained in Article V of the Facilities Lease shall apply. The risk of loss or decrease in the enjoyment and beneficial use of the Facilities due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "Casualty") or in consequence of any foreclosures, attachments, levies or executions; or the Expropriation of all or any portion of the Facilities is expressly assumed by the Foundation. The LSU Board shall in no event be answerable, accountable or liable for any of the foregoing events.

**Section 12.02 Application of Casualty Insurance Proceeds: Expropriation Award.** The following provisions of this Section 12.02 shall apply only in the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof. If all or any portion of the Facilities is damaged or destroyed by a Casualty or is taken by Expropriation proceedings, the Foundation shall, upon receipt of notice from the LSU Board instructing the Foundation to do so, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof, provided, however, that the Foundation shall in no way be liable for any costs of the repair, restoration or replacement of the Facilities in excess of the Casualty Insurance Proceeds or any Award received because of such Casualty or Expropriation. To the extent provided by law (and if the Facilities are insured by the Office of Risk Management, the rules and regulations of the Office of Risk Management) and only so long as the Loan is outstanding, the proceeds of any insurance, including the proceeds of any self-insurance fund, or of any Award or payment in lieu of Expropriation, received on account of any damage, destruction or Expropriation of all or any portion of the Facilities shall be delivered to the Lender and held by the Lender in a special account to be established upon receipt of any such funds and held by the Lender in trust, and shall be made available for, and to the extent necessary be applied to, such restoration, repair and replacement. Any amounts so held by the Lender shall be disbursed to pay the costs of restoration, replacement and repair of the Facilities with respect to which they are held, in each case promptly after receipt of a written request of the Foundation, stating that the amount to be disbursed pursuant to such request will be used to pay costs of replacing or repairing or restoring the Facilities and that no amount previously has been disbursed by the Lender for payment of the costs to be so paid and as otherwise required by the Loan Agreement or Mortgage. In making such payments, the Lender may conclusively rely upon such written requests and shall have no liability or responsibility to investigate any matter stated therein, or for any inaccuracy or misstatement therein. In no event shall the Lender be responsible for the adequacy of the plans and specifications or construction contract relating to the replacement, restoration, or repair of the Facilities, or for the improper use of moneys properly disbursed pursuant to request made under this Section 12.02. Any Casualty Insurance Proceeds or Award remaining on deposit with Lender following completion of the repairs, restoration or replacement of the Facilities shall be used to prepay the Indebtedness pursuant to the Loan Agreement. Any excess Casualty Insurance Proceeds or Award remaining after payment in full of the Indebtedness shall be paid to the Foundation.

### **Section 12.03 Termination of Lease and Additional Site.**

(a) Upon the permanent Expropriation of all the Site and the Facilities, this Lease shall terminate and expire as of the date of such Expropriation, and both the Foundation and the LSU Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Lease to the LSU Board apportioned as of the date of the Expropriation or the last date of occupancy, whichever is later. The LSU Board shall notify the Foundation immediately upon its knowledge of any proceedings relating to an Expropriation and the Foundation shall have the right to participate therein.

(b) Upon a temporary Expropriation or a Expropriation of less than all of the Site, the LSU Board, at its election, may terminate this Lease by giving the Foundation notice of its election to terminate at least sixty (60) days prior to the date of such termination if the LSU Board reasonably determines that the Facilities cannot be economically and feasibly used. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination.

(c) In the event it is necessary to restore or replace the Facilities in a different location because of the Expropriation of all or a portion of the Facilities and the Site, the Foundation and the LSU Board agree to amend this Lease or enter into a new ground lease covering such alternate location on the Campus. In the event of such a change of location and if at such time the Indebtedness to the Lender is still outstanding, such alternate location shall be subject to the Lender's approval and the Facilities constructed and owned by the Foundation thereon, as well as the leasehold interest in the property on which the new Facilities are located, shall be mortgaged to Lender to secure the Foundation's indebtedness to the Lender.

(d) In the event the Foundation, pursuant to this Lease, elects not to repair, restore or replace the Facilities for any reason, all insurance proceeds received or payable as a result of such Casualty, or all proceeds received or payable as a result of the Expropriation proceedings (including Award payments received or payable in lieu of Expropriation) shall be applied to the prepayment of the Indebtedness in accordance with the terms of the Loan Agreement and Mortgage, and this Lease shall terminate. Any excess Casualty Insurance Proceeds or Award remaining after payment in full of the Indebtedness shall be paid to the Foundation.

**Section 12.04 Insufficiency of Casualty Insurance Proceeds.** In the event Casualty Insurance Proceeds and any additional funds deposited with the Lender are insufficient to fully repair, restore or replace the Facilities, the Casualty Insurance Proceeds shall be used to prepay the Indebtedness. Any excess Casualty Insurance Proceeds or Award remaining after payment in full of the Indebtedness shall be paid to the Foundation.

**ARTICLE XIII**  
**ASSIGNMENT, SUBLETTING, AND TRANSFERS**  
**OF THE CORPORATION'S INTEREST**

**Section 13.01 Assignment of Leasehold Interest.** Except in connection with an assignment to the Lender as contemplated by Article IX hereof, the Foundation shall not have the right to sell or assign the leasehold estate created by this Lease, its ownership interest in the Facilities or the other rights of the Foundation hereunder to any Person without the prior written consent of the President.

**Section 13.02 Transfers of the Foundation's Interest.** Except as otherwise expressly provided herein, any Person succeeding to the Foundation's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Foundation hereunder and shall be subject to the terms and provisions of this Lease.

**ARTICLE XIV**  
**COMPLIANCE CERTIFICATES**

**Section 14.01 The Foundation's Compliance.** The Foundation agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the LSU Board, to execute, acknowledge and deliver to the LSU Board or to such other party as the LSU Board shall request, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Foundation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the LSU Board's Interest or by any other Person.

**Section 14.02 The LSU Board's Compliance.** The LSU Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Foundation, to execute, acknowledge and deliver to the Foundation a statement in writing addressed to the Foundation or to such other party as the Foundation shall request, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge, after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and if an Event of Default has occurred, stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person succeeding to the Foundation's interest in and to the Facilities and this Lease with the prior written consent of the President.

**ARTICLE XV  
TAXES AND LICENSES**

**Section 15.01 Payment of Taxes.** The Foundation shall pay, and, upon request by the LSU Board, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon the Foundation's interest in the Facilities or upon any of the Foundation's property used in connection therewith. The Foundation may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Foundation to pay taxes and fees under this Section 15.01 shall apply only to the extent that the LSU Board or the Foundation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The LSU Board and the Foundation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Site and the Facilities under Applicable Law are obtained by the party or parties entitled thereto.

**Section 15.02 Contested Tax Payments.** The Foundation shall not be required to pay, discharge or remove any such taxes or assessments so long as the Foundation is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. The LSU Board shall cooperate with the Foundation in completing such contest, and the LSU Board shall have no right to pay the amount contested during the contest. The LSU Board, at the Foundation's expense, shall join in any such proceeding if any law shall so require.

**ARTICLE XVI**  
**FORCE MAJEURE**

**Section 16.01 Discontinuance During Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by the Foundation, the Foundation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The LSU Board shall not be obligated to recognize any delay caused by Force Majeure unless the Foundation shall, within ten (10) days after the Foundation is aware of the existence of an event of Force Majeure, notify the LSU Board thereof.

## **ARTICLE XVII INSURANCE**

**Section 17.01 Insurance Requirements.** In the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof, the Foundation shall secure and maintain or cause to be secured and maintained at the Foundation's sole cost and expense:

(a) A policy or policies covering the Facilities against loss or damage by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge, and against such other perils as are included in so-called "extended coverage" and against such other insurable perils as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Facilities, without deduction for depreciation, but in no event shall the amount of the insurance be at any time less than the full replacement costs of the Facilities, adjusted to comply with any applicable co-insurance provisions of such insurance policy. The policy or policies covering such loss must explicitly waive any co-insurance penalty.

(b) A policy of comprehensive general liability insurance with respect to the Facilities and the operations related thereto, whether conducted on or off the Facilities, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000 in combined single limit liability coverage. Such comprehensive general liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability, water damage legal liability, and motor vehicle liability for all owned and non-owned vehicles, including rented or leased vehicles.

(c) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus, but only if steam boilers, pressure vessels or similar apparatus are installed on the Facilities, in an amount not less than \$5,000,000 with deductible provisions not exceeding \$100,000 per accident.

(d) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such worker's compensation insurance to cover all persons employed by the Foundation in connection with the Facilities and to cover full liability for compensation under any such act aforesaid.

(e) During the period of any construction, Builder's Risk-Completed Value Form Property insurance covering all physical loss or damage to the Facilities covered by the extended coverage endorsement then in use in the State (including vandalism and malicious mischief) in an amount not less than full replacement value; and

(f) Rental Interruption Insurance covering loss of rents by the Foundation by reason of total or partial suspension of, or interruption in, the operation of the Facilities caused by the damage or destruction of the Facilities in an amount equal to twelve (12) months rental revenue.



**Section 17.02 Policy Requirements.** Except as provided in Section 17.01, all insurance required in this Section and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A- Class VIII by Best's Insurance Reports (property liability) or in the two highest rating categories of S&P and Moody's. All insurance policies provided by or on behalf of the Foundation shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to the LSU Board, and shall, to the extent obtainable, provide that no act or omission of the Foundation which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and that no insurer shall hold any right of subrogation against the other, except in the case that such waiver of subrogation invalidates coverage under such policy.

All policies of insurance that the Foundation is obligated to maintain according to this Lease (other than any policy of worker's compensation insurance) will name the LSU Board, the Foundation, the Lender and such other Persons or firms as the LSU Board specifies from time to time as additional insureds loss payee (as applicable). Original or copies of original policies (together with copies of the endorsements naming the LSU Board, and any others specified by the LSU Board, as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to the LSU Board from time to time at least thirty (30) days prior to the expiration of the term of each policy. All general liability, property damage liability and casualty policies maintained by the Foundation shall be written as primary policies, not contributing with and not in excess of coverage that the LSU Board may carry, if any. The Foundation's participation in coverage through the Louisiana Office of Risk Management shall be deemed to comply with this and other insurance requirements in this Lease, provided, however, that the LSU Board may require additional insurance.

Proceeds of insurance received and/or the amount of any loss that is self-insured with respect to destruction of or damage to any portion of the Facilities by Casualty or other event shall be paid to the Lender for application in accordance with the provisions of Article XII of this Lease and the Loan Agreement and Mortgage.

**ARTICLE XVIII  
MISCELLANEOUS**

**Section 18.01 Nondiscrimination, Employment and Wages.** Any discrimination by the Foundation or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease, is prohibited.

**Section 18.02 Access.** In the event the Facilities Lease is terminated pursuant to Section 2.2.3 or Section 2.2.4 thereof, the Foundation shall permit the LSU Board's agents, representatives or employees to enter the Facilities at reasonable times for the purpose of review and inspection as provided in this Lease, to determine whether the Foundation is in compliance with the terms of this Lease, or for other reasonable purposes. Subject to the rights of the LSU Board to observe and enforce its applicable rules and policies, the LSU Board, its agents, representatives and employees shall not disturb construction on the Site and shall use best efforts to not disturb the tenants of the Facilities. Entry onto the Site or the Facilities by the LSU Board or its agents, representatives or employees shall be at their sole risk and the Foundation shall not have any liability to the LSU Board for any damage to its agents, representatives or employees resulting from their entry onto the Site or the Facilities.

**Section 18.03 Notices.** Notices or communications to the LSU Board or the Foundation required or appropriate under this Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

**If to the LSU Board:**

Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive.  
Baton Rouge, Louisiana 70808  
Telephone: (225) 578-5603  
Facsimile: (225) 578-5597  
Attention: Associate Vice President for Facility and Property Oversight

with copies to:

Louisiana State University at Eunice  
P.O. Box 1129  
Eunice, Louisiana 70535  
Telephone: (337) 550-1288  
Facsimile: (337) 550-1450  
Attention: Vice Chancellor for Business Affairs

and

Breazeale, Sachse & Wilson, L.L.P.  
301 Main Street, Suite 2300  
Baton Rouge, Louisiana 70801  
Telephone: (225) 381-8005  
Facsimile: (225) 387-5397  
Attention: Tracy A. Morganti, Esq.

**If to the Foundation:**

LSU Real Estate and Facilities Foundation  
3796 Nicholson Drive  
Baton Rouge, Louisiana 70802  
Telephone: (225) 578-0525  
Facsimile: (225) 578-0530  
Attention: Manager

with copies to:  
Phelps Dunbar LLP  
II City Plaza  
400 Convention Street, Suite 1100  
Baton Rouge, Louisiana 70802  
Telephone: (225) 346-0285  
Facsimile: (225) 381-9197  
Attention: P. Ragan Richard, Esq.

and

Campus Federal Credit Union  
P.O. Box 98036  
Baton Rouge, LA 70898  
Telephone: (225) 408-4852  
Facsimile: (225) \_\_\_\_ - \_\_\_\_  
Attention: Jules "Jay" Noel, IV

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt. Any notice provided by the LSU Board to the Foundation shall also be provided to the Lender.

**Section 18.04 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. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the LSU Board and the Foundation.

**Section 18.05 Memorandum of Lease.** Neither the LSU Board nor the Foundation shall file this Lease for record in Acadia Parish, Louisiana, or in any public place without the written consent of the other. In lieu thereof the LSU Board and the Foundation agree to execute in recordable form a memorandum of this Lease in the form of **Exhibit C** attached hereto. Such memorandum shall be filed for record in Acadia Parish, Louisiana.

**Section 18.06 Attorney's Fees.** If either party is required to commence legal proceedings relating to this Lease, to the extent allowed by law, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

**Section 18.07 State Law to Apply.** This Lease shall be construed under and in accordance with the laws of the State, and all obligations of the parties created hereunder are performable in Acadia Parish, Louisiana.

**Section 18.08 Warranty of Peaceful Possession.** The LSU Board covenants that the Foundation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Foundation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Site during the Term and may exercise all of its rights hereunder, and the LSU Board agrees to warrant and forever defend the Foundation's right to such occupancy, use, and enjoyment and the title to the Site against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, subject only to the provisions of this Lease and the matters listed on **Exhibit B** attached hereto.

**Section 18.09 Curative Matters.** Except for the express representations and warranties of the LSU Board set forth in this Lease, any additional matters necessary or desirable to make the Site useable for the Foundation's purpose shall be undertaken, in the Foundation's sole discretion, at no expense to the LSU Board. The Foundation shall notify the LSU Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Foundation to make the Site usable for the Foundation's purpose.

**Section 18.10 Non-waiver.** No waiver by the LSU Board or the 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 the LSU Board or the 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. A receipt by the LSU Board or acceptance of payment by the LSU Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the LSU Board or the 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 party to be charged.

**Section 18.11 Terminology.** Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean

"including without limitation"; (d) the words "hereof," "herein," "hereunder," and similar terms in this Lease shall refer to this Lease as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this Lease and the table of contents to this Lease are for reference purposes and shall not control or affect the renovation of this Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Lease unless otherwise specified. All exhibits attached to this Lease constitute a part of this Lease and are incorporated herein. All references to a specific time of day in this Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Eunice, Louisiana).

**Section 18.12 Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be declared an original.

**Section 18.13 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 Lease shall not be affected thereby.

**Section 18.14 Authorization.** By execution of this Lease, the Foundation and the LSU 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.

**Section 18.15 Ancillary Agreements.** In the event it becomes necessary or desirable for the LSU Board, the President or other LSU Board Representative to approve in writing any ancillary agreements or documents concerning the Site or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the LSU Board and the Foundation or to give any approval or consent of the LSU Board required under the terms of this Lease, all agreements, documents or approvals shall be forwarded to the LSU Board Representative for approval.

**Section 18.16 Amendment.** No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same are in writing dated on or subsequent to the date hereof and duly executed by the parties hereto and consented to by the Lender.

**Section 18.17 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 University into another governing board or the LSU Board into another educational management board.

**Section 18.18 Entire Agreement.** This Lease and the exhibits attached hereto, contain the entire agreement between the parties hereto with respect to the Site and contain all of the terms and conditions agreed upon with respect to the lease of the Site, 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.

**Section 18.19 Consent of the LSU Board.** Except with respect to the consents required pursuant Article VI hereof, where the consent of the LSU Board is required pursuant to this Lease, the LSU Board hereby authorizes the LSU Board Representative to give such consent, in his or her reasonable discretion.

**Section 18.20 Conflict Resolution.** In the event of a conflict between the terms of Article XII (Expropriation or Casualty) or XVII (Insurance) of this Lease and the terms of the Loan Agreement, the terms of the Loan Agreement shall control and supersede for so long as the Indebtedness represented by the Loan Agreement remains outstanding.

**Section 18.21 Exculpatory Provision.** In the exercise of the powers of the Foundation by its trustees, officers, employees and agents under this Lease and the Indenture, such persons shall not be personally accountable or liable to the LSU Board (i) for any actions taken or omitted by its officers, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Lease against any officer, employee or agent of the Foundation in his or her personal capacity, all such liability, if any, being expressly waived by the LSU Board by the execution of this Lease.

The LSU Board specifically agrees to look solely to the Foundation's interest in the Facilities for the recovery of any judgments from the Foundation. It is agreed that the Foundation will not be personally liable for any such judgments, or incur any pecuniary liability as a result of this Lease to the LSU Board, or the breach of its obligations hereunder. The Foundation's liability under this Lease is "**in rem**" as to its interest in the Facilities. The provisions contained in the preceding sentences are not intended to and will not limit any right that the LSU Board might otherwise have to obtain injunctive relief against the Foundation or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Foundation.

[Signature Page to Ground Lease]

IN WITNESS WHEREOF, the Foundation has caused this Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the Foundation and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

**LSU REAL ESTATE AND FACILITIES  
FOUNDATION,**  
a Louisiana nonprofit corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Name: J. Bryan Benchoff

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Executive Director

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

Printed Name: \_\_\_\_\_

Bar or Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

[Signature Page to Ground Lease]

IN WITNESS WHEREOF, the LSU Board has caused this Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the LSU Board and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Name: F. King Alexander

Title: President, Louisiana State University

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Bar or Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



## EXHIBIT A

### PROPERTY DESCRIPTION

That certain portion of ground, together with all the rights, ways, servitudes, and privileges, situated in Section 2, T-7-S, R-1-W, City of Eunice, Acadia Parish, Louisiana, containing 5.33 acres of ground, being more particularly described as follows:

Commencing at the northeast corner of the Louisiana State University Eunice ("LSU-E") Campus and a point located on the western right-of-way of La. Highway 755, located approximately 135.4' north of the centerline of LSU-E North Campus Drive, thence N 89°28'00" W a distance of 1163.45 feet to a point on the property line between LSU-E Campus and LaFleur and Lalonde Subdivision, thence S 1°01'56" W a distance of 174.13 feet to a point of beginning, thence S 01°01'56" W a distance of 336.67 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 19.00 feet to a point, thence S 01°01'56" W a distance of 12.00 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 212.80' to a point, thence N 00°32'22" E a distance of 128.90 feet to a point, thence N 89°27'38" W a distance of 400.00 feet to a point, thence S 00°32'22" W a distance of 128.90 feet to a point located 30 feet north of the centerline of Center Street, thence N 89°27'38" W a distance of 190.00 feet to a point, thence N 01°18'07" E, parallel to the centerline of Campus Drive a distance of 310.16 feet to a point, thence 53.55 feet along an arc with a radius of 34.51 feet said arc being more fully described by its cord of N 45°45'40" E a distance of 48.34 feet to a point, thence S 89°47'12" E parallel to the centerline of North Campus Drive a distance of 786.37 feet to a point being the point of beginning.

**DESCRIPTION OF FACILITIES**

The Facilities consist of a 58-unit, multi-family student housing complex known as the Bengal Village. It is along the northeast corner of LSU-E Campus Drive and Center Street on a 241,458± square foot (5.33 acres) parcel of land. The site is "U"-shaped, with 310' of frontage along the eastern side of LSUE Campus Drive, 403' of frontage along the southern side of LSUE Campus Drive and 786' of frontage along the northern side of Center Street.

## **EXHIBIT B**

### **PERMITTED LIENS**

1. Mineral reservation appearing in deed from Adeline A. LeDoux et al in favor of LSU Board of Supervisors of Louisiana State University and Agricultural and Mechanical College dated August 24, 1965, and recorded in the Conveyance Records of Acadia Parish, Louisiana, in Conveyance Book Y -24, page 162. The deed stipulates that no drilling will be conducted on the property.

2. Personal Servitude and Right of Way Agreement from LSU Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in favor of St. Sityry Cable V, Inc. dated October 15, 1991, and recorded in Conveyance Book X-50, page 894 of the records of Acadia Parish, Louisiana.

3. Gas lines as shown on plat of survey of the Site, as shown on survey of Sellers and Association, Inc., dated October 27, 2000, last revised December 28, 2001.

**MEMORANDUM OF LEASE**

**EXHIBIT C**

**MEMORANDUM OF LEASE**

STATE OF LOUISIANA \*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
PARISH OF EAST BATON ROUGE \*

This Memorandum of Lease (this "Memorandum") is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("Lessor") and LSU Real Estate and Facilities Foundation ("Lessee").

**RECITALS**

- A. Lessor and Lessee have entered into a Second Amended and Restated Ground Lease Agreement dated effective August 1, 2018, and executed \_\_\_\_\_, 2018 (the "Lease"), whereby Lessor leases to Lessee, and Lessee leases from Lessor, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Site").
- B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the Lease.

**LEASE TERMS**

Specific reference is hereby made to the following terms and provisions of the Lease:

- 1. The term of the Lease commenced on August 1, 2018, and shall continue until midnight on June 30, 2064, unless sooner terminated or extended as provided in the Lease.
- 2. Any third party entering into a contract with Lessee for construction of improvements on the Site, or any other party claiming under said third party, is hereby on notice that Lessor shall not have any liability for satisfaction of any claims of any nature in any way arising out of such contracts.
- 3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attention: Associate Vice President for Facility and Property Oversight

Lessee: LSU Real Estate and Facilities Foundation  
3796 Nicholson Drive  
Baton Rouge, Louisiana 70802  
Attention: Executive Director

This Memorandum is executed for the purpose of recordation in the public records of Acadia Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit or modify the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

[remainder of this page intentionally left blank]

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the LSU Board has caused this Memorandum of Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the LSU Board and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Name: F. King Alexander

Title: President, Louisiana State University

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Bar or Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Foundation has caused this Memorandum of Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the Foundation and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

**LSU REAL ESTATE AND FACILITIES  
FOUNDATION,**  
a Louisiana nonprofit corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Name: J. Bryan Benchoff

Title: Executive Director

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

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

Printed Name: \_\_\_\_\_

Bar or Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION

That certain portion of ground, together with all the rights, ways, servitudes, and privileges, situated in Section 2, T-7-S, R-1-W, City of Eunice, Acadia Parish, Louisiana, containing 5.33 acres of ground, being more particularly described as follows:

Commencing at the northeast corner of the Louisiana State University Eunice ("LSU-E") Campus and a point located on the western right-of-way of La. Highway 755, located approximately 135.4' north of the centerline of LSU-E North Campus Drive, thence N 89°28'00" W a distance of 1163.45 feet to a point on the property line between LSU-E Campus and LaFleur and Lalonde Subdivision, thence S 1°01'56" W a distance of 174.13 feet to a point of beginning, thence S 01°01'56" W a distance of 336.67 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 19.00 feet to a point, thence S 01°01'56" W a distance of 12.00 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 212.80' to a point, thence N 00°32'22" E a distance of 128.90 feet to a point, thence N 89°27'38" W a distance of 400.00 feet to a point, thence S 00°32'22" W a distance of 128.90 feet to a point located 30 feet north of the centerline of Center Street, thence N 89°27'38" W a distance of 190.00 feet to a point, thence N 01°18'07" E, parallel to the centerline of Campus Drive a distance of 310.16 feet to a point, thence 53.55 feet along an arc with a radius of 34.51 feet said arc being more fully described by its cord of N 45°45'40" E a distance of 48.34 feet to a point, thence S 89°47'12" E parallel to the centerline of North Campus Drive a distance of 786.37 feet to a point being the point of beginning.

# **FACILITIES LEASE**

effective as of August 1, 2018,

by and between

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE  
(as Lessee)**

and

**LSU REAL ESTATE AND FACILITIES FOUNDATION  
(as Lessor)**

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## **FACILITIES LEASE**

**THIS FACILITIES LEASE** (the "Facilities Lease" or "Lease"), made and entered into as of the 1<sup>st</sup> day of August, 2018 (the "Effective Date"), by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (the "LSU Board Board"), for the benefit of Louisiana State University at Eunice ("LSUE" or the "University"), herein represented by F. King Alexander, the duly authorized President of Louisiana State University, and

**LSU REAL ESTATE AND FACILITIES FOUNDATION**, a nonprofit corporation organized and existing under the laws of the State of Louisiana (the "Foundation"), domiciled in East Baton Rouge Parish (the "Foundation"), with a mailing address of \_\_\_ Nicholson Drive, Baton Rouge, Louisiana 70802, herein represented by its duly authorized Executive Director,

provides as follows:

### **WITNESSETH:**

**WHEREAS**, the LSU Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and Louisiana State University Eunice (the "University") is a university under its management and control pursuant to La. R.S. 17:3215;

**WHEREAS**, the Foundation is a Louisiana nonprofit corporation which has been established for charitable, scientific and educational purposes providing benefit to the LSU Board within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

**WHEREAS**, pursuant to La. R.S. 17:3361 *et seq.* (the "University Leasing Act"), the LSU Board is authorized to lease to a nonprofit entity, such as the Foundation, any portion of the campus of the University;

**WHEREAS**, effective January 1, 2002, the LSU Board and the Eunice Student Housing Foundation, Inc. (predecessor in interest to the Foundation) ("ESHF") entered into that certain Ground Lease Agreement, as amended and restated by that certain Amended and Restated Ground Lease Agreement dated as of July 1, 2014 (the "Original Ground Lease"), whereby the LSU Board leased to EHSF a parcel of land located on the campus of the University (as more particularly described in **Exhibit A** hereto, the "Site") pursuant to Louisiana Revised Statutes 17:3361, *et seq.* (the "University Leasing Act");

**WHEREAS**, pursuant to the Original Ground Lease, ESHF caused the construction and equipping of the student residence facilities known as Bengal Village (the "Facilities") on the Site for use by students, faculty and staff of the University, as more particularly described in **Exhibit B** hereto;

**WHEREAS**, the costs of constructing and equipping the Facilities were initially financed by EHSF through the issuance of tax-exempt bonds, and were subsequently refinanced by ESHF pursuant to that certain Loan Agreement dated July 1, 2014 (the "First Loan Agreement" by and between ESHF and Campus Federal Credit Union (the "Lender"), and the obligations of ESHF under the Loan Agreement were evidenced by that certain Promissory Note (Term Loan) dated July 1, 2014 (the "First Note") by ESHF in favor of the Lender (collectively, the "First Loan"), which First Note is currently outstanding in the principal amount of \$\_\_\_\_\_;

**WHEREAS**, ESHF subsequently obtained an additional loan from the Lender (the "Second Loan" and, together with the First Loan and any additional Indebtedness (defined herein), the "Loan"), which Second Loan is evidenced by that certain Promissory Note dated June 29, 2016 (the "Second Note" and, together with the First Note and note or other payment obligation evidencing additional Indebtedness, the "Note"), and is currently outstanding in the principal amount of \$\_\_\_\_\_, for the purpose of making repairs to, and purchasing equipment for, the Facilities;

**[\*\*Additional Loan to repair structural damage and replace roof?]\*\***

**WHEREAS**, to secure its payment obligations under the Loan, ESHF has granted to the Bank, and the Foundation has assumed the obligations under, a mortgage on, and security interest in, its right, title and interest in and to the Facilities and this Lease to the Bank pursuant to that certain Multiple Indebtedness Mortgage, Security Agreement and Assignment of Leases and Rents dated effective July 1, 2014 [**\*\*will there be an amendment to the mortgage?]\*\*** (the "Mortgage");

**WHEREAS**, the LSU Board, the Foundation and ESHF have determined that it is in the best interest of the LSU Board and the University for the Foundation to acquire the Facilities from ESHF, for ESHF to assign its right, title and interest in and to the Facilities and its rights and obligations relating thereto (including, without limitation, the Original Ground Lease, the Loan and the Mortgage) and for the Foundation to assume the obligations of ESHF in connection therewith (including, without limitation, the Original Ground Lease, the Loan and the Mortgage) and to lease the Facilities to the LSU Board for the benefit of the University, and such acquisition, assignment and assumption have occurred;

**WHEREAS**, pursuant to the University Leasing Act, the LSU Board and the Foundation have entered into that certain Second Amended and Restated Ground Lease Agreement dated effective August 1, 2014 (the "Ground Lease"), which amends and restates the Original Ground Lease;

**WHEREAS**, pursuant to the University Leasing Act, the LSU Board may lease all or any portion of the Facilities constructed by ESHF on the Site;

**WHEREAS**, pursuant to Section 4.02 of the Ground Lease, the Foundation and the LSU Board, for the benefit of LSUE, have agreed to enter into this Lease;

**WHEREAS**, the Premises, as defined herein, consist of (i) the Site as described on **Exhibit A** attached hereto and made a part hereof and (ii) the Facilities thereon as shown on **Exhibit B** attached hereto and made a part hereof; and

**WHEREAS**, this Lease furthers the educational and public service functions of the LSU Board, through LSUE, by providing needed facilities for students.

**NOW, THEREFORE**, in consideration of the LSU Board's obligation to sublease the Site and lease the Facilities from the Foundation and the rent to be paid by the LSU Board during the term of this Lease, and the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease pursuant to the University Leasing Act on the following terms and conditions:

## ARTICLE I DEFINITIONS

Certain terms as used in this Lease are defined as follows. Terms used in this Lease but not defined in this Lease shall have the meanings as set forth in the Ground Lease.

"Additional Debt"	Any indebtedness (whether present or future, contingent or otherwise, as principal or security or otherwise) of the Foundation that is secured by this Lease and the Rent (other than the First Loan and the Second Loan) at the request and with the prior written consent of the LSU Board, including any Refinancing Loan.
" <u>Additional Rent</u> "	As defined in Section 3.2 hereof.
" <u>Applicable Law</u> "	All present and future laws, statutes, rules, regulations or ordinances, resolutions and orders of any Governmental Authority substantially affecting the Premises and/or the ability of the parties to meet their obligations hereunder.
" <u>Bank</u> "	Campus Federal Credit Union.
" <u>Base Rent</u> "	As defined in Section 3.1 hereof.
" <u>Base Rent Payment Schedule</u> "	The schedule of payment dates and amounts due for payments of Base Rent as more fully described in <b>Exhibit C</b> attached hereto and made a part hereof.
" <u>Business Day</u> "	Any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which banking institutions in New York, New York, or Baton Rouge, Louisiana, the principal office of the Bank, the principal office of the LSU Board or the principal office of the University are authorized or required not to be open for the transaction of business.
" <u>Casualty Insurance Proceeds</u> "	All proceeds paid under the insurance policies described in Article V.
" <u>Foundation Event of Default</u> "	As defined in Section 14.1 hereof.
" <u>Effective Date</u> "	August 1, 2018.
" <u>Event of Default</u> "	Any matter identified as an event of default under Articles XII and XIII hereof.
" <u>Exhibit A</u> "	The survey of the Site attached hereto and made a part hereof.

" <u>Exhibit B</u> "	The description of the Facilities.
" <u>Exhibit C</u> "	The Base Rent Payment Schedule.
" <u>Expropriation</u> "	The taking of all or any portion of the Facilities by condemnation, expropriation, or eminent domain proceedings.
" <u>Facilities</u> "	The Facilities designated on <b>Exhibit B</b> hereto, including, without limitation, driveways, walkways, parking areas, and all electrical, plumbing, heating, water, water heating, sewerage, gas and other utility equipment and the Facilities Equipment, which are now or shall hereafter be situated on or in said Facilities or on or in the Site.
" <u>Facilities Equipment</u> "	The furniture, fixtures, equipment and other personal property financed or refinanced with proceeds of the Loan and owned or leased by the Foundation and used on or in the Facilities or used in connection with the operation of the Facilities and which are not components parts of or permanently affixed to the Facilities and which are not owned by the LSU Board but are leased to the LSU Board under this Facilities Lease.
" <u>Facilities Lease</u> "	This Facilities Lease entered into between the LSU Board and the Foundation.
" <u>Facilities Revenues</u> "	All of the University's revenues, receipts, rentals, fees, income, Casualty Insurance Proceeds, business interruption insurance proceeds, awards from expropriation, and other moneys derived from the operation or leasing of the Facilities and all rights to receive the same, whether in the form of accounts, general intangibles, or other rights and the proceeds of such accounts general intangibles and other rights, whether now existing or hereafter acquired.
" <u>First Loan</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>First Loan Agreement</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>First Note</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.



<u>"Fiscal Year"</u>	The fiscal year of the LSU Board, which at the date of this Lease is the period from July 1 of any year to and including the following June 30.
<u>"Foundation"</u>	LSU Real Estate and Facilities Foundation, a nonprofit corporation duly organized and validly existing under the laws of the State of Louisiana, and its respective successors, transferees and assigns.
<u>"Foundation Representative"</u>	
<u>"Force Majeure"</u>	Any circumstances beyond the control of the Foundation or the LSU Board, including, without limitation, acts of God, hurricanes, tornadoes, power outages or lack of power supply due to a casualty, mandatory evacuations, acts of a public enemy, governmental interference, inability to obtain labor, energy or supplies, riot, civil commotion, strike, lockout or any other unforeseeable event (other than an inability to obtain financing), the occurrence of which would prevent or preclude the Foundation or the LSU Board, respectively, from fully and completely carrying out the performance of their respective obligations under this Lease, other than obligations in respect of the payment of money.
<u>"Governmental Authority"</u>	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, parish, district, municipality, city or otherwise) whether now or hereafter in existence, with jurisdiction over the Facilities.
<u>"Ground Lease"</u>	The Second Amended and Restated Ground Lease Agreement dated as of July 1, 2014, by and between the LSU Board and the Foundation.
<u>"Insurance Requirements"</u>	All terms of any insurance policy covering or applicable to all or any part of the Premises, and all requirements of the issuer of any such policy applicable to or affecting all or part of the Premises, or the use or condition thereof.
<u>"Lease"</u>	This Facilities Lease entered into by the LSU Board and the Foundation, as amended, modified or supplemented from time to time.

" <u>Loan</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>LSU Board</u> "	Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a Louisiana public constitutional corporation organized and existing under the laws of the State, and its successors and assigns.
" <u>LSUE</u> "	Louisiana State University Eunice, an institution under the management and supervision of the LSU Board.
" <u>LSU Board Event of Default</u> "	As defined in Section 13.1 hereof.
" <u>LSU Board Representative</u> "	One or more of the persons designated and authorized in writing from time to time by the LSU Board to represent the LSU Board in exercising LSU's rights and performing LSU's obligations under this Lease; initially the LSU Board Representative(s) shall be (i) the President or his or her designee and (ii) the Vice Chancellor or his or her designee, until the LSU Board designates one or more other persons to represent the LSU Board under this Lease.
" <u>Note</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>ORM</u> "	The Office of Risk Management, Division of Administration of the State.
" <u>Permitted Sublessees</u> "	Persons other than University students, faculty and staff who are participants in any activities related to the mission of the University and who are using the Facilities pursuant to a concession or other housing arrangement with the University.
" <u>Permitted Use</u> "	The operation of the Facilities for the housing of University students, faculty, staff and Permitted Sublessees and for purposes related to or associated with the foregoing.
" <u>Person</u> "	An individual, a trust, an estate, a Governmental Authority, or a partnership, joint venture, corporation, company, firm or any other entity whatsoever.
" <u>Premises</u> "	The immovable property shown on <b>Exhibit A</b> attached hereto, comprised of (a) the Site on which the Facilities were constructed under the provisions of the Ground Lease and (b) the Facilities described on <b>Exhibit B</b> , together with the rights of uninterrupted access, ingress, egress and

passage to and from all streets and roads now or hereafter adjoining the Site and Facilities for vehicle and pedestrian ingress and egress.

" <u>President</u> "	The President of Louisiana State University (or any successor officer or office) or his designee appointed in writing.
" <u>Refinancing Loan</u> "	Any loan(s) incurred by the Foundation, with the prior written consent of the LSU Board, to refinance all or any part of the First Loan or the Second Loan.
" <u>Rent</u> "	Collectively, Base Rent and Additional Rent.
" <u>Rent Commencement Date</u> "	_____.
" <u>Rent Payment Date</u> "	The first day of each calendar month occurring on or after the Rent Commencement Date during the Term.
" <u>Site</u> "	The immovable property shown on the survey attached hereto as <b>Exhibit A</b> which has been leased to the Foundation pursuant to the Ground Lease and which is subleased by the Foundation to LSU, for the benefit of LSUE, under this Lease.
" <u>Second Loan</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>Second Note</u> "	Shall have the meaning assigned thereto in the Recitals to this Lease.
" <u>State</u> "	The State of Louisiana.
" <u>Taxes</u> "	As defined in Section 3.3 hereof.
" <u>Term</u> "	The term during which this Facilities Lease shall remain in full force and effect as set forth in Section 2.2 hereof.
" <u>Termination Date</u> "	The date on which this Facilities Lease shall expire or terminate pursuant to Section 2.2 hereof.
" <u>University</u> "	Louisiana State University at Eunice, an institution under the management and supervision of LSU.
" <u>University Leasing Act</u> "	Louisiana Revised Statutes 17:3361, et seq., as amended from time to time.

"Utility Service"

As defined in Section 4.4 hereof.

"Vice Chancellor"

The Vice Chancellor for Business Affairs of the University (or any successor officer or office) or his or her designee appointed in writing.

[remainder of this page intentionally left blank]

**ARTICLE II  
PREMISES AND TERM**

2.1 Premises. Subject to the terms and conditions herein set forth and for the Term hereof, as of the Effective Date, the Foundation hereby subleases the Site to the LSU Board and leases the Facilities to LSU, and the LSU Board hereby subleases from the Foundation the Site and leases the Facilities from the Foundation, all for the benefit of LSUE (collectively the "Premises").

2.2 Term. The Term of this Facilities Lease begins on the Effective Date and ends on July 1, 2019; provided, however, this Lease shall terminate prior to such time upon the happening of any of the following events:

2.2.1 repayment of the Loan or any Refinancing Loan in full and payment of all amounts due and owing under this Facilities Lease;

2.2.2 the exercise by the LSU Board of the option to purchase pursuant to Section 14.2 of the Ground Lease, and the purchase of the Foundation's interest in the Facilities pursuant to the option, together with the payment of all amounts due and owing under this Facilities Lease; or

2.2.3 any other event described in this Lease which is specifically stated to cause a termination of this Lease, including without limitation an Event of Default by LSU; provided, however, in such Event of Default by LSU, the Foundation, at its sole option, may terminate the Facilities Lease only and continue the remainder of the Ground Lease for part or all the remaining Term and manage and operate part or all of the Facilities, either itself or through others, and retain and own all revenue therefrom or generated thereby; or

2.2.4 the termination of this Facilities Lease in the event of nonappropriation of funds pursuant to Article X hereof; provided, however, in such event of nonappropriation, the Foundation at its sole option may terminate the Facilities Lease only and continue the remainder of the Ground Lease for part or all of the remaining Term, require the LSU Board to enter into agreements with the Foundation with respect thereto, and manage and operate part or all of the Facilities, either itself or through others, and retain and own all revenue therefrom or generated thereby; or

2.2.5 the payment by the LSU Board of all Rent authorized or required to be paid by the LSU Board hereunder over the Term of this Facilities Lease.

### **ARTICLE III RENT**

3.1 Base Rent. The LSU Board shall pay to the Foundation beginning on the Rent Commencement Date and on each Rent Payment Date thereafter, but solely from Facilities Revenues, the amounts due in accordance with the Base Rent Payment Schedule as shown on **Exhibit C** ("Base Rent"). In the event of the incurrence of Additional Debt or in the event a portion of the Loan is paid prior to maturity thereof, **Exhibit C** hereto shall be adjusted to reflect such Additional Debt or such prepayment such that the Base Rent payments due hereunder shall be the same as payments due on the Loan, including such Additional Debt.

3.2 Additional Rent. As further consideration for this Lease, the LSU Board shall pay to the Foundation, but solely from Facilities Revenues, the following amounts (collectively, "Additional Rent").

3.2.1 All amounts required to provide insurance coverage required by the Ground Lease, unless provided by the ORM replacement coverage.

3.2.2 Any out-of-pocket expenses incurred by the Foundation (including reasonable legal and accounting fees) due to its ownership of the Facilities for the Term.

3.2.3 Any amounts expended by the Foundation for the insurance coverages required pursuant to this Facilities Lease.

3.2.4 An amount equal to the reasonable fees and expenses incurred by the Foundation in the Trustee's performance of all requirements of the Loan and such other recurring and ordinary costs and expenses incurred by the Foundation in order to comply with this Facilities Lease, including, but not limited to all costs of providing required audits and insurance.

The parties hereto acknowledge that the Foundation has assigned certain rights in and to this Facilities Lease and the Rent and other revenues related to or arising under this Facilities Lease to the Bank as security for the Loan. The Foundation hereby authorizes and directs the LSU Board to pay, when due, Base Rent directly to the Bank at the time(s) and place(s) set forth in the First Loan Agreement or Second Note (or other documentation relating to Additional Debt) for the payment of principal and interest on the Loan.

3.3 Expenses, Taxes, and Other Charges and Obligations. The LSU Board shall pay, if owing, directly to the authority charged with collection thereof all ad valorem taxes, personal property taxes, and all other governmental levies and charges of every kind whatsoever or other taxes which arise in respect of the operation, possession or use of the Premises by the LSU Board ("Tax" or "Taxes").

3.4 Contests; Non-Payment. Notwithstanding anything to the contrary herein contained, if the LSU Board deems any Tax relating to the Premises excessive or illegal, the LSU Board may defer payment thereof so long as the validity or the amount thereof is contested by the LSU Board with diligence and in good faith.

3.5 Consideration. Payment of Rent shall be in consideration for LSU's use of the Facilities during the applicable Fiscal Year in which such payments are due.

3.6 Triple Net Lease. This Lease is intended to be a triple net lease. The LSU Board agrees that the Rent provided for herein shall be an absolute net return to the Foundation free and clear of any expenses, charges, taxes or set-offs whatsoever of any kind, character or nature; it being understood and agreed to by the LSU Board that the LSU Board shall bear responsibility for the payment of all costs and expenses associated with the ownership and maintenance of the Premises. Under no circumstances will the Foundation be required to make any payment of Rent or otherwise on LSU's behalf or for LSU's benefit under this Lease, or assume any monetary obligation of the LSU Board under this Lease or with respect to the Facilities.

3.7 Rent is Current Expense. The Foundation and the LSU Board understand and intend that the obligation of the LSU Board to pay Rent hereunder shall constitute a current expense of the LSU Board and shall not in any way be construed to be a debt of the LSU Board or the State in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by LSU, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of LSU.

3.8 Liens. From and after the date hereof, the LSU Board shall not suffer or permit any lien to stand against the Premises including, without limitation, a lien arising by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to the Facilities. If any such lien shall at any time be filed against the Premises or any part thereof, or against the interest of the LSU Board therein, the LSU Board shall, to the extent allowable by law, cause the same to be discharged or bonded of record within thirty (30) days after the LSU Board shall have learned of the same, by either payment, deposit or bond.

3.9 Proration on Termination. Except as otherwise provided herein, at the Termination Date: (a) the LSU Board shall pay to the Foundation an amount equal to the portion of any Rent (including any Tax payment) which is then payable or due or which is otherwise allocable to any period prior to and including the Termination Date, and (b) the LSU Board shall be allowed a credit equal to the portion of any Rent (including any Tax payment) paid by the LSU Board which is allocable to any period following the Termination Date.

3.10 LSU Board's Option to Purchase the Facilities. Upon the occurrence of an Event of Default under this Lease which is not cured within the time periods provided for herein, then in such event, the Foundation grants to the LSU Board an exclusive and irrevocable option to purchase, for the price and on the terms, provisions, stipulations and conditions hereinafter set forth, all but not less than all of the Facilities (the "Option"):

3.10.1 The purchase price is sufficient to satisfy the Mortgage, and to fully pay the Lender all amounts due under the Mortgage and Loan Agreement (the "Purchase Price").

3.10.2 The LSU Board gives notice to the Foundation of its election to exercise the Option not less than sixty (60) days prior to the date on which the LSU Board desires to purchase the Facilities.

3.10.3 The Option shall expire on the Expiration Date, or upon the earlier termination of this Lease, whichever occurs first.

3.10.4 Notwithstanding anything to the contrary contained in this Lease, upon the purchase of the Facilities by the LSU Board pursuant to this Option, this Lease shall terminate.

3.10.5 In the event of and upon the payment of the Purchase Price by the LSU Board, the Foundation will, on the purchase date, execute and deliver to the LSU Board a written cancellation of this Lease specifically transferring ownership of the Facilities to the LSU Board and such other documents as necessary to effect a transfer of title to the Facilities to the LSU Board.

3.10.6 To the extent allowed by law, in the event the Option is timely exercised, notice to the Foundation of the LSU Board's election shall constitute an irrevocable conversion of the Option into a binding obligation of the Foundation to sell the Facilities to the LSU Board and of the LSU Board to purchase the Facilities from the Foundation under the terms and conditions set forth in this Section 3.10, and in such event, the Foundation and the LSU Board shall have the right to demand specific performance of the agreement herein to purchase and sell by the other. The closing of the sale of the Facilities shall occur within one hundred twenty (120) days of the exercise by notice to the LSU Board of the Option at the offices of the LSU Board or its counsel, or at such other time, place and date as agreed upon by the Foundation and the LSU Board.

3.10.7 The LSU Board shall pay all closing costs and charges incident to the conveyance of title to the Facilities.

3.10.8 The Foundation shall convey to the LSU Board title to the Facilities without any warranty whatsoever of any nature. The conveyance of the Facilities shall be without any warranty as to fitness and condition. In no event shall the Foundation be responsible for any defects in title to the Facilities.

(A) In the event the Option is exercised and the Foundation fails to consummate the transactions contemplated herein for any reason except default by the LSU Board or the failure of the LSU Board to satisfy any of the conditions set forth herein, the LSU Board (a) may enforce this agreement by specific performance and in such action shall have the right to recover damages suffered by reason of the Foundation's delay in transferring the Facilities; or (b) may bring suit for damages for breach of this Lease.

(B) In the event the Option is exercised, and the LSU Board fails to consummate the transactions contemplated herein for any reason, except default by the Foundation or the failure of the Foundation to satisfy any of the conditions set forth herein, the Foundation (a) may enforce this agreement by specific performance and in such action shall have the right



to recover damages suffered by reason of the LSU Board's delay in acquiring the Facilities; or (b) may bring suit for damages for breach of this Lease.

(C) No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this agreement to purchase and sell shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

3.10.9 The Option and the rights set forth herein related to the Option shall not be assigned by the Foundation and the Facilities shall not be sold (subject to the Option or otherwise) to any Person or entity without the LSU Board's prior written consent, which consent may be withheld by the LSU Board in its sole discretion.

3.10.10 The Foundation acknowledges that, in the event the LSU Board wishes to exercise the Option, the LSU Board must comply with the laws regulating the procurement, capital outlay and appropriations for acquiring lands, buildings, equipment and furnishings by the State.

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**ARTICLE IV**  
**MAINTENANCE, INSPECTION, REPAIRS AND ALTERATIONS**

4.1 Maintenance. The LSU Board, at its expense, shall (i) maintain, or cause the Premises (including but not limited to, the Facilities and Facilities Equipment, the heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and theft systems, air and water pollution control and waste disposal facilities, structural roof, walls, and foundations, fixtures, equipment and appurtenances to the Facilities) to be maintained, and shall keep all of the same in good condition, order and repair, reasonable wear and tear and damage by casualty and/or condemnation excepted, and (ii) shall make, with reasonable promptness (in light of the nature of such repairs) all repairs, alterations, restorations or replacements regardless of whether the same are ordinary or extraordinary, foreseeable or unforeseeable, or at the fault of the LSU Board, the Foundation, or a third party that may be required therefor as and when needed to preserve them in good working order, condition and repair, ordinary wear and tear excepted) or that may be required by Applicable Law.

4.2 Alterations. The LSU Board may alter the Facilities as it may elect to make or construct any additions or improvements to the Facilities, alter the Facilities, attach fixtures, structures, or signs to or on the Facilities, and affix personal property to the Facilities without the Foundation's prior written consent provided that the alteration, improvements, additions, attachments, repairs, restorations and replacements do not materially diminish the fair market value of the Facilities. All such alterations, improvements, additions, attachments, repairs, restorations and replacements shall be at the sole cost and expense of LSU, shall be constructed in a good and workmanlike manner, and shall comply with all Applicable Laws, Insurance Requirements, and any enforceable restrictions. Prior to commencement of any alterations to the Facilities, the LSU Board shall, or shall cause its contractor to, provide builder's risk – completed value form property insurance, for all risk of physical loss during the term of the construction contract and until the alterations are completed and accepted by the Foundation and LSU, with coverage being for 100% of the replacement cost of the Facilities. The Foundation and the LSU Board shall be named additional insureds on such builder's risk policy, and the LSU Board shall provide the Foundation with a certificate of insurance evidencing the builder's risk coverage prior to the commencement of the work. Coverage may be obtained by the LSU Board through the Office of Risk Management.

4.3 Operation and Services. The LSU Board shall be responsible for operating the Facilities or causing the Facilities to be operated and for ensuring that all services necessary or required in order to adequately operate the Facilities in accordance with the Permitted Use are provided and maintained.

4.4 Utilities. All utilities which are used or consumed in or upon or in connection with the Facilities during the Term, including, without limitation water, gas, electricity, sewerage, garbage, or trash removal, light, cable, heat, telephone, power, computer data and other utilities necessary for the operation of the Facilities ("Utility Service") shall be the responsibility of LSU. Payments for Utility Services provided to the entire Facilities or to the common areas of the Facilities under such contract or contracts therefor as the LSU Board may make shall be made by the LSU Board directly to the respective utility companies furnishing such Utility Services.

The Foundation shall have no responsibility to the LSU Board for the quality or availability of Utility Service to the Facilities, or for the cost to procure Utility Service. The Foundation shall not be in default under this Lease or be liable to the LSU Board or any third party for direct or consequential damage, or otherwise, for any failure in supply of any Utility Service.

4.5 Books and Records. The LSU Board shall keep, or cause to be kept, accurate, full and complete books, including bank statements and accounts, that specifically relate to the acts covered by this Lease showing the operations of the Facilities. The books, accounts and records of the Facilities shall be maintained at the principal office of the University.

4.6 Environmental Matters. The LSU Board shall, with respect to the Premises, comply, and cause any Person using the Premises to comply, with all applicable Environmental Laws.

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**ARTICLE V  
INSURANCE AND DAMAGE; EXPROPRIATION**

5.1 Insurance.

5.1.1 Without limiting any other obligations hereunder, the Foundation shall, at all times during the Term of this Lease, maintain or cause to be maintained the following insurance covering the Facilities or activities at or on the Premises, the premiums for which coverage shall be paid by the LSU Board as Additional Rent hereunder, with insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of A+:XV in the latest Best Casualty Insurance. Self-insurance by the LSU Board through ORM shall satisfy the requirement of this Section.

TYPE	AMOUNT
1) Property Insurance for loss or damage to the Premises by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge and other perils as included in "extended coverage" or "broad form" insurance	100% repair or replacement (including cost of demolition and debris removal) cost of the Facilities, less a commercially reasonable deductible but without allowance for depreciation.
2) Commercial General Liability Insurance for the following where the exposure exists:  (a) premises-operations (b) broad form contractual 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 (j) water damage legal liability	Coverage in an amount not less than:  \$2,000,000.00 Per Occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.
3) Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles, and non-owned automobiles;	Combined single limit of One Million Dollars (\$2,000,000.00) per occurrence
4) Worker's Compensation & Employer's Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.

5) Business Interruption Insurance covering loss of rents by reason of total or partial suspension of, or interruption in, the operation of Facilities caused by the damage thereof	12 onths rental revenue
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5.1.2 Without limiting any other obligations hereunder, the LSU Board shall at all times from the Effective Date hereof maintain or cause to be maintained at its expense the following insurance with insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of not less than A:VI in the latest Best Casualty Insurance Reports. Self -insurance through ORM shall satisfy the requirement of this section.

<b>TYPE</b>	<b>AMOUNT</b>
1) Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles, and non-owned automobiles;	Combined single limit of \$2,000,000.00 per occurrence
2) Worker's Compensation & Employer's Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.
3) Commercial General Liability Insurance for the following where the exposure exists:  (a) premises-operations (b) broad form contractual 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 (j) water damage legal liability	Coverage in an amount not less than:  \$2,000,000.00 Per Occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.
4) Special Form Property Damage Insurance, for damage or other loss caused by fire, casualty or cause, including vandalism and malicious mischief, theft, explosion and water damage covering LSU's inventory, personal property, furniture, floor coverings, fixtures and equipment in or about Leased Premises .	100% repair or replacement

5.1.3 Policies required in Sections 5.1.1 and 5.1.2 above shall (i) include the Foundation, the Bank and the LSU Board as insureds as their interests may

appear in accordance with the terms of this Facilities Lease and shall be in amounts sufficient to prevent the Foundation or the LSU Board from becoming a co-insurer within the terms of the policies, provided, however, that such policies may contain such deductibles in the amount of Fifty Thousand Dollars (\$50,000.00), or such other higher deductibles as are reasonably approved by the Foundation or the LSU Board as appropriate.

5.1.4 Policies for Worker's Compensation required in Section 5.1.1 and 5.1.2 above shall be primary and without any right of contribution as to any other insurance carried by or for the Foundation and shall provide that all terms and conditions except for limits of liability shall operate in the same manner as if there were a separate policy covering each insured, such provision to be made by endorsement, if necessary.

5.1.5 Each policy required in Sections 5.1.1 and 5.1.2 above shall provide for the benefit of the Foundation, the Bank and the LSU Board that not less than thirty (30) days' prior written notice of any amendment, cancellation, termination or lapse of coverage shall be given to the other and that such insurance shall not be invalidated (i) by any act or neglect of the Foundation or the LSU Board, (ii) by any foreclosure or other proceeding relating to the Premises, or (iii) by any occupancy of the Premises for purposes more hazardous than are permitted by such policy.

5.1.6 Upon request by the LSU Board, the Foundation shall deliver to the LSU Board certificates evidencing the insurance policy coverage required under paragraph 5.1.1 hereunder and certificates of each renewal of such policies at least fifteen (15) days prior to renewal date. The Foundation shall forward the invoice for payment by the LSU Board of the premium on each policy when due to be paid as Additional Rent under this Lease.

5.1.7 Upon request by the Foundation, the LSU Board shall deliver to the Foundation certificates evidencing the insurance policy coverage required under Section 5.1.2 hereunder and certificates of each renewal of such policies at least fifteen (15) days prior to renewal date.

5.2 Settlement and Payment of Claims. Losses covered by the insurance provided for in Section 5.1.1 shall be adjusted with the carriers thereof provided, however, that, if the loss shall be in excess of One Hundred Thousand Dollars (\$100,000), no final adjustment shall be made without the written approval of the LSU Board of the amount of the adjustment, which approval shall not be unreasonably withheld, delayed, or conditioned.

5.3 Restoration and Application of Casualty Insurance Proceeds or Award.

5.3.1 If all or any portion of the Facilities is damaged or destroyed by a Casualty or is taken by Expropriation proceedings, the LSU Board shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof, provided, however, that the LSU Board shall in no way be liable for any costs of the repair, restoration or

replacement of the Facilities in excess of the Casualty Insurance Proceeds or any Award received because of such Casualty or Expropriation.

5.3.2 In the event the Casualty Insurance Proceeds or any Award are insufficient to fully repair, restore or replace the Facilities, the Casualty Insurance Proceeds or any Award shall be paid to the LSU Board and, to the extent the Loan is outstanding, delivered to the Bank and applied to the payment of the Loan.

5.3.3 In the event the LSU Board elects not to repair, restore or replace the Facilities for any reason, all Casualty Insurance Proceeds or Award received or payable as a result of such Casualty or Expropriation shall be paid to the LSU Board, and, to the extent the Loan is outstanding, delivered to the Bank and applied to the payment of the Loan, and this Facilities Lease shall terminate.

5.3.4 In the event that ORM insures the Facilities, the LSU Board shall use the Casualty Insurance Proceeds received from ORM in accordance with Policy and Procedure Memorandum Number 10 (requiring invoices to be submitted to ORM for payment to vendors, or alternatively, production of invoices paid by the LSU Board to ORM for reimbursement of vendor payments) to effect the repair, restoration or replacement of the Facilities.

5.4 Cooperation. Each of the Foundation and the LSU Board agrees that it will cooperate with the other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any Casualty Insurance Proceeds that may be due in the event of any loss or damage, and that it will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any Casualty Insurance Proceeds or Award. The LSU Board, at its own expense, shall be entitled to participate in any proceeding, action, negotiation, prosecution, or adjustment involving payment of any Casualty Insurance Proceeds or Award held by the LSU Board by reason of its interest in the Premises. The LSU Board shall take all appropriate action in connection with any such proceeding, action, negotiation, prosecution and adjustment, and the LSU Board shall pay all expenses thereof. The LSU Board agrees that this Lease shall control the rights of the Foundation and the LSU Board in respect of any such insurance payment for recovery.

5.5 Notice of Casualty. The LSU Board agrees to give prompt notice to the Foundation with respect to any Casualty as a result of which the apparent damage to the Facilities shall equal or exceed Twenty-five Thousand and No/100 (\$25,000.00) Dollars.

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**ARTICLE VI**  
**COMPLIANCE CERTIFICATES; OTHER INFORMATION REQUIREMENTS**

6.1 Foundation Compliance. The Foundation agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by LSU, to execute, acknowledge and deliver to the LSU Board or to such other party as the LSU Board shall request, a statement in writing certifying (a) that this Facilities Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any Person.

6.2 LSU Board Compliance. The LSU Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Foundation, to execute, acknowledge and deliver to the Foundation a statement in writing, addressed to the Foundation or to such other party as the Foundation shall request, certifying, to the best of its knowledge, (a) that this Facilities Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of the terms, covenants or conditions hereof upon the part of the Foundation to be performed (and if so specifying the same); (c) the dates of commencement and expiration of the Term; (d) the date, if any, to which Rent and other sums payable under this Lease have been paid; (e) that no notice of any default has been delivered to the Foundation, which default has not been cured, except as to defaults specified in said certificate; (f) that there is no Event of Default under this Lease or an event which, with notice or the passage of time, or both, would result in an Event of Default under this Lease, except for defaults specified in said certificate; and (g) such other matters as may be reasonably requested by the Foundation; it being intended that any such statement delivered pursuant to this Section may be relied upon by any Person.

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**ARTICLE VII  
USE OF PREMISES**

7.1 Purpose of Lease. The LSU Board and LSUE may use the Premises for the Permitted Use. Under no circumstances shall be Facilities be used for any purpose other than the Permitted Use.

7.2 Permits. The LSU Board agrees to obtain and keep in full force and effect, or cause to be obtained and kept in full force and effect, whatever governmental or regulatory approvals, consents, authorizations, permits and/or licenses, if any, with respect to the ownership, occupation or use of the Premises.

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**ARTICLE VIII**  
**MANAGEMENT OF PREMISES**

8.1 Management. The LSU Board shall continuously operate or cause to be operated the Facilities from the commencement date of this Facilities Lease and continuing for the remainder of the Term for the Permitted Use, and in accordance with all Applicable Law. Any management agreement entered into by the LSU Board shall be subordinate in all respects to the obligations of the LSU Board under the Facilities Lease.

8.2 Books and Records. The books, accounts and records of the Foundation which pertain to the Facilities shall be maintained at the principal office of the Foundation.

8.3 Advertising. The Foundation agrees that it will require any third party associated with the Facilities to obtain the LSU Board Representative's consent prior to using LSUE's name, logo or seal in circulating advertisements or other promotional material relating to the Facilities other than a mere recitation of the address of the Facilities.

8.4 Audits. Either the LSU Board or LSUE may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Foundation pertaining to its obligation under this Facilities Lease to the extent necessary to verify compliance with this Facilities Lease. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of LSU, or by independent auditors retained by the LSU Board or 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 by the Foundation. The LSU Board covenants with the Foundation to keep the results of any such audits confidential except as required by rules and regulations of the LSU Board and by Applicable Law.

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## **ARTICLE IX INDEMNIFICATION**

9.1 LSU Board Indemnification. To the extent permitted by Applicable Law, including but not limited to La. R.S. 38:2196C, and from and after the Effective Date, the LSU Board shall, at its sole cost and expense, pay, protect, indemnify, defend and save harmless the Foundation, its officers, directors, agents and employees ("Foundation Indemnitees") against and from any and all claims on behalf of any Person to the extent they arise from the occupation, use, possession of or from any work done by the LSU Board in or about the Premises during the Term, or any extension thereof, except for the Foundation's obligations under this Lease and except to the extent caused by the Foundation's fault, negligence or willful act or the fault, negligence or willful act of its respective agents, contractors or employees.

9.2 In case any action or proceeding shall be brought against the Foundation in respect of which the indemnity contemplated by this Article VIII may be sought against the LSU Board or the University, the LSU Board, upon the giving of notice from the Foundation, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to the LSU Board and the Foundation, and the LSU Board shall pay for all expenses therefor (including reasonable attorney's fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance referred to in Section 5.1 hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Section 5.1.

9.3 The Foundation shall promptly give written notice to the LSU Board when a claim is made against the Foundation for which indemnity is owed to the Foundation by the LSU Board pursuant to this Article IX, but the Foundation shall have the right to employ its own separate counsel (the fees and expenses of which are covered under this indemnity to the extent allowed by Applicable Law), but shall not have control of the defense of such claims. The Foundation shall not, in the defense of any claim for which indemnity is owed by the LSU Board hereunder, consent to the entry of any judgment except with the consent of LSU, or to any settlement, except with the consent of LSU. The Foundation shall assist the LSU Board in the defense of any claim for which the LSU Board owes indemnification hereunder and is undertaking to provide a defense, by making available to the LSU Board (at LSU's cost and expense) records and personnel of the Foundation, as may be reasonably required in the defense of such claim.

9.4 Foundation Indemnification. From and after the Effective Date, the Foundation shall, at its sole cost and expense, pay, protect, indemnify, defend and save harmless the LSU Board, its officers, directors, agents and employees ("LSU Board Indemnitees") against and from any and all losses on behalf of any Person arising from any breach, violation or default on the part of the Foundation in the performance of any term, covenant, provision or agreement or other obligation on the part of the Foundation to be performed pursuant to the terms of this Lease, or to the extent arising from any act, omission or negligence of the Foundation, or that of any of its respective agents, contractors, or employees, or arising from any accident, injury, death or damage whatsoever caused to any Person or any property occurring during the Term, or any extension thereof, in or about the Premises, to the extent caused by the Foundation's fault, negligence or willful act or the fault, negligence or willful act of its respective agents,

contractors, servants, employees or licensees, except to the extent caused by the LSU Board's fault, negligence, or willful act or the fault, negligence or willful act of its agents, contractors or employees.

9.5 In case any action or proceeding shall be brought against the LSU Board in respect of which the indemnity contemplated by this Article IX may be sought against the Foundation, the Foundation, upon the giving of notice from the LSU Board, to the extent allowed by Applicable Law, shall defend such action or proceeding by counsel reasonably satisfactory to the Foundation and the LSU Board, and the Foundation shall pay for all reasonable expenses therefor (including reasonable attorney's fees) unless such action or proceeding is resisted and defended by counsel for any carrier of liability insurance referred to in Section 5.1 hereof as authorized by the provisions of any policy of liability insurance maintained pursuant to said Section 5.1.

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**ARTICLE X**  
**ASSIGNMENT, SUBLETTING AND MORTGAGING**

10.1 The LSU Board, at any time and from time to time, with the prior written consent and approval of the Foundation, which consent and approval shall not be unreasonably withheld or delayed or conditioned, (i) may sublet the Premises or any portion thereof, (provided, however, no consent is required for subleases to Permitted Sublessees) and (ii) may, if no Event of Default then exists under this Lease, assign this Lease or mortgage its interest in the Premises, or any portion thereof, but no such assignment, subletting or mortgaging (or the foreclosure or exercise of power of sale under any such mortgage) shall release the LSU Board from its retrospective and all prospective obligations and liabilities of the LSU Board hereunder, the LSU Board hereby agreeing to be and remain primarily liable for and under the covenants, conditions and obligations of the LSU Board under this Lease until the end of the Term, its liability always to be that of principal and not that of surety and hereby agreeing that nothing shall relieve or release the LSU Board of such liability except a formal written release executed by the Foundation which the Foundation may grant or not grant, in its sole and unconditioned discretion.

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**ARTICLE XI**  
**NON-APPROPRIATION**

11.1 In the event that Facilities Revenues in any Fiscal Year are or are expected to be insufficient to pay Rent, the LSU Board hereby covenants and agrees to include in its budget request or amend its budget request that year to the State Legislature (the "Legislature") to include amounts sufficient, together with Facilities Revenues, to make payment of Rent payable hereunder when due.

11.2 Notwithstanding anything to the contrary contained in this Facilities Lease, to the extent that Facilities Revenues are insufficient to make Rent payments for that Fiscal Year, the continuation of this Facilities Lease is contingent upon appropriation of sufficient funds by the Legislature to enable the LSU Board, together with Facilities Revenues, to fulfill the requirements of this Facilities Lease. In the event the Legislature fails to appropriate sufficient moneys which, together with Facilities Revenues, would enable the LSU Board to provide for the continuation of this Facilities Lease, this Facilities Lease shall terminate on the last day of that Fiscal Year, and the LSU Board shall adopt a resolution as provided herein, stating that there has been an event of nonappropriation hereunder. Such termination shall be without penalty or expense to the LSU Board, provided that any Rent due and payable during the last Fiscal Year for which funds have been appropriated shall be paid by the LSU Board to the Foundation. The LSU Board shall not be obligated to pay any Rent or perform any other obligations hereunder (other than to surrender the Facilities) for any period beyond the last Fiscal Year for which funds have been appropriated. The Foundation hereby specifically acknowledges and agrees that any such nonappropriation shall not be deemed an Event of Default under this Facilities Lease.

11.3 LSU, at its sole discretion, shall determine for each Fiscal Year whether its legislative appropriation for such Fiscal Year includes sufficient moneys, together with Facilities Revenues, to enable the LSU Board to make payments of Rent under this Facilities Lease. If the LSU Board determines that the Legislature did not include sufficient moneys which, together with Facilities Revenues, would enable the LSU Board to make payments of Rent under this Facilities Lease for that Fiscal Year, such determination by the LSU Board shall constitute an event of nonappropriation for purposes of this Facilities Lease and the LSU Board shall, at the earliest possible date, adopt a resolution at a regularly scheduled or special the LSU Board meeting stating that there has been an event of nonappropriation hereunder. the LSU Board agrees to notify the Foundation within ten (10) business days in the event that the LSU Board has adopted a resolution stating that there has been an event of nonappropriation hereunder.

11.4 In such event of nonappropriation, the Foundation, at its sole option, may terminate the Facilities Lease only and continue the remainder of the Ground Lease for part or all of the remaining Term, require the LSU Board to enter into agreements with the Foundation with respect thereto, and manage and operate part or all of the Facilities, either itself or through others, and retain and own all revenue therefrom or generated thereby.

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**ARTICLE XII**  
**NOTICES**

12.1 Notices. Notices or communications to the LSU Board or the Foundation required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified united States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

**if to the Foundation:**

LSU Real Estate and Facilities Foundation  
3796 Nicholson Drive  
Baton Rouge, Louisiana 70802  
Telephone: (225) 578-0525  
Facsimile: (225) 578-0530  
Attention: Executive Director

**if to the LSU Board:**

Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Telephone: (225) 578-5603  
Facsimile: (225) 578-5597  
Attention: Associate Vice President for Facility and Property Oversight

**with copies to:**

Louisiana State University Eunice  
P.O. Box 1129  
Eunice, Louisiana 70535  
Telephone: (337) 550-1288  
Facsimile: (337) 550-1450  
Attention: Vice Chancellor for Business Affairs

**and:**

Tracy A. Morganti, Esq.  
Breazeale, Sachse & Wilson, L.L.P  
301 Main Street, Suite 2300  
Baton Rouge, LA 70801  
Telephone: (225) 381-8005  
Facsimile: (225) 387-5397

**if to the Bank:**

Campus Federal Credit Union  
P.O. Box 98036  
Baton Rouge, Louisiana 70808  
Telephone: (225) 408-4852  
Facsimile: (225) \_\_\_\_-\_\_\_\_  
Attention: Jules "Jay" Noel, IV

Each party may redesignate its address for notice at any time and from time to time by like written notice.

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**ARTICLE XIII**  
**DEFAULTS BY LSU**

13.1 LSU Board Events of Default. This Lease and the Term are subject to the limitation that if, at any time during the Term, any one or more of the following events (herein called an "LSU Board Event of Default") shall occur:

(A) except as otherwise provided in Article XI of this Lease, if the LSU Board shall fail to pay an installment of the Rent provided for herein, or any part thereof, when the same shall become due and payable and such failure shall not be cured within ten (10) days after LSU's receipt of written notice from the Foundation of such failure but in no event later than the date on which said payment of Rent is required to enable the Foundation to make payment on the Bonds; or

(B) if the LSU Board shall fail to perform or observe any other of its obligations under this Lease or the Ground Lease, and such failure shall continue for sixty (60) days after notice thereof from the Foundation to LSU; provided, however, that, if by reason of the nature thereof, such failure cannot be cured by the payment of money or cannot with due diligence be wholly cured within such sixty (60) day period, such failure shall not constitute an LSU Board Event of Default if the LSU Board shall proceed promptly to commence curing the same or shall thereafter continue to prosecute the curing of such failure with due diligence, subject to delays caused by Force Majeure; provided that such cure shall be completed in any event within one (1) year from the occurrence of such initial failure; or

(C) if sufficient funds are lawfully appropriated for the payment of Rent required under this Lease and the LSU Board fails to make the payment of Rent;

then the Foundation shall have the right, then or at any time thereafter while such the LSU Board Event of Default shall continue, to give the LSU Board written notice of the Foundation's intention to terminate this Lease and obtain possession of the Premises in accordance with Applicable Law.

13.2 Rights of Foundation Cumulative. All rights and remedies of the Foundation provided for in this Facilities Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Foundation shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Foundation of a breach of any of the covenants, conditions or restrictions of this Facilities Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Foundation to insist in any one or more cases upon the strict performance of any of the covenants of this Facilities Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option. A receipt by the Foundation or acceptance of payment of the Foundation of the Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach.

**ARTICLE XIV**  
**DEFAULT BY COMPANY**

14.1 Foundation Events of Default. This Lease and the Term are subject to the limitation that if, at any time during the Term, any one or more of the following events (herein called an "Foundation Event of Default") shall occur:

(A) if the Foundation makes a voluntary general assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or if the Foundation shall generally not pay its debts as they become due; or

(B) if any involuntary case against the Foundation is commenced by a petition for reorganization or liquidation under any federal bankruptcy or similar law, or if a petition or answer proposing the adjudication of the Foundation, or as a bankrupt or its reorganization pursuant to any state bankruptcy statute of similar state law shall be filed in any court and the Foundation shall consent or acquiesce to the filing thereof or such case, petition or answer shall not be dismissed, discharged or denied within one hundred twenty (120) days after the filing thereof; or

(C) if the Foundation shall commence a voluntary case under the Federal Bankruptcy Code or file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy or similar federal or state law; or

(D) if the Foundation shall be adjudicated a debtor or a bankrupt under any federal or state bankruptcy law or become insolvent; or

(E) if a custodian for the purposes of any bankruptcy statute is appointed or otherwise takes possession of a substantial portion of the Foundation's assets; or

(F) if a receiver, U.S. Trustee, trustee or liquidator of the Foundation, or of all or a substantial portion of the assets of the Foundation, or of the Premises or the Foundation's estate therein shall be appointed in any proceeding brought by the Foundation, or if any such receiver, U.S. trustee or liquidator shall be appointed in any proceeding brought against the Foundation, and not be discharged within ninety (90) days after such appointment, or if the Foundation shall consent to or acquiesce in such appointment; or

(G) if the Foundation shall fail to perform or observe any other of its obligations under this Lease or the Ground Lease, and such failure shall continue for sixty (60) days after notice thereof from the LSU Board to the Foundation; provided, however, that, if by reason of the nature thereof, such failure cannot be cured by the payment of money or cannot with due diligence be wholly cured within such sixty (60) day period, such failure shall not constitute a Foundation event of Default if the Foundation shall proceed promptly to commence curing the same or shall thereafter continue to prosecute the curing of such failure with due diligence, subject to delays caused by Force Majeure, provided that such cure shall be completed in any event within one (1) year from the occurrence of such initial failure;

then upon the occurrence and during the continuance of an Event of Default, the LSU Board may seek any and all damages occasioned by the Event of Default, or may seek any other remedies

available at law or in equity; provided, however, with respect to an Event of Default under paragraph (G) above, the LSU Board shall give notice of such default to the Bank, at the same time as the Foundation is given its default notice, and, notwithstanding anything to the contrary, the Bank shall have the right, but not the obligation, to cure such default within the time period the Foundation has to cure such default on behalf of the Foundation, and the LSU Board agrees to accept satisfaction of the default if made by such party.

14.2 Rights of the LSU Board Cumulative. All rights and remedies of the LSU Board provided for in this Facilities Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The LSU Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the LSU Board of a breach of any of the covenants, conditions or restrictions of this Facilities Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the LSU Board to insist in any one or more cases upon the strict performance of any of the covenants of this Facilities Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

[remainder of this page intentionally left blank]

**ARTICLE XV**  
**IMPROVEMENTS UPON TERMINATION**

15.1 Ownership of Facilities and Facilities Equipment During the Term. At all times during which this Lease is in full force and effect, ownership of the Facilities shall be vested in the Foundation, and the Facilities shall be owned by the Foundation separate and apart from the Site.

15.2 Ownership at Termination. Upon termination for any reason of the Ground Lease, this Lease shall terminate, and title to the Facilities shall transfer to LSU, for the benefit of LSUE. The Foundation agrees to execute such documents as may be necessary to effect such transfer.

[remainder of this page intentionally left blank]

**ARTICLE XVI  
MISCELLANEOUS**

16.1 No Modification. Neither this Lease nor the rights or duties of the Foundation or the LSU Board under this Lease shall be changed, modified, waived, released or discharged in any way except by an instrument in writing signed, delivered by the Foundation and the LSU Board.

16.2 Consents and Approvals. In any instance where this Lease shall require or refer to the consent or approval of one of the parties hereto, such party agrees that it will not unreasonably withhold or delay such consent or approval, and all such consents or approvals shall be in writing. Unless otherwise stated in this Lease, consents or approvals where granted shall be given on behalf of the LSU Board by the LSU Board Representative or his or her designee and on behalf of the Foundation by its Manager or his designee.

16.3 Quiet Enjoyment. The Foundation covenants that LSU, upon payment of the Rent and other sums due by the LSU Board hereunder, and upon the due performance of the covenants and agreements herein contained, shall and may, pursuant to the provisions of this Lease, at all times during the Term peaceably and quietly have, hold and enjoy the Premises, free from the claims of the Foundation or any Persons.

16.4 Governing Law. This Lease shall be construed under and governed by the laws of the State of Louisiana.

16.5 Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, unenforceable or usurious by the final ruling of a court of competent jurisdiction, not subject to appeal, the remaining terms, covenants, conditions and provisions of this Lease, or the application of such term, condition, covenant or provision to other persons or circumstances, shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid, unenforceable or usurious provision, there shall be substituted a like, but valid, enforceable or nonusurious provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties, as evidenced by this Lease.

16.6 Limitation on Foundation's Liability. Except as hereinafter expressly provided, the LSU Board agrees that its right to enforce each and every obligation of the Foundation contained herein and LSU's right to pursue remedies hereunder as against the Foundation shall be enforced solely against the Premises so that no other property or asset of the Foundation, or any individual director, trustee, stockholder, officer, employee or beneficiary of the Foundation shall be subject to levy, execution or other enforcement procedure by the LSU Board with regard to any obligation hereunder of the Foundation or relating in any way to the Premises, and no deficiency after applying the proceeds of any sale of the Property resulting from any such enforcement procedure hereunder shall ever be asserted against the Foundation or any individual director, trustee, stockholder, officer, employee or beneficiary of the Foundation; provided, however, that the foregoing provisions of this Lease shall not (i) constitute a waiver of the right of the LSU Board to pursue all applicable remedies in law or in equity with respect to collection

against all or any part of the Premises or (ii) constitute a waiver of any obligation of the Foundation hereunder, as long as collection of any judgment against the Foundation or any individual director, trustee, stockholder, officer, employee or beneficiary of the Foundation is limited as provided in the foregoing provisions of this Section 16.6, or (iii) constitute a release or discharge of the obligations of the Foundation arising hereunder.

16.7 Succession. Except as otherwise expressly provided herein, this Lease and all the terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Foundation and the LSU Board and their respective successors and assigns and successors in title to the Premises.

16.8 Time of the Essence. In all respects, time shall be of the essence during and with respect to the obligations of this Lease.

16.9 No Merger. It is the intention and agreement of the Foundation and the LSU Board that there shall be no merger of the leasehold estate in the Premises which is created by this Lease with, as the case may be, (i) the fee interest in all or any part of the Premises, or (ii) any other estate or interest in the Premises by reason of the fact that the same person or entity may own or hold, directly or indirectly, (a) any leasehold or subleasehold estate in all or any part of the Premises, (b) the fee interest in all or any part of the Premises, or (c) any other estate or interest in all or any part of the Premises.

16.10 Representations of Authority. By the execution of this Lease, each of the Foundation and the LSU Board represents to the other that it is an entity validly existing, duly constituted and in good standing under the law of the jurisdiction in which it was formed and in which it presently conducts business; and that the person signing this Lease on its behalf has due authorization to do so.

16.11 Advertisement. Neither party shall make use of the other party's name, logo or marks without its prior written consent. The LSU Board and LSUE reserve the right to name the Facilities.

16.12 Non-Discrimination, Employment and Wages. The Foundation agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1974, and Foundation agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as well as any executive order issued by the governor of the State. The Foundation agrees not to discriminate in its employment practices, and will render services under this Ground Lease without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

16.13 Counterparts. This Lease may be executed in multiple counterparts each of which shall be declared an original and all of which will constitute one and the same instrument.

16.14 Entire Agreement. This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Premises and

contain all of the terms and conditions agreed upon with respect thereto, 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, except as specifically set forth herein, it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

[remainder of this page intentionally left blank]

**[signature page to Facilities Lease]**

IN WITNESS WHEREOF, the Foundation has caused this Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the Foundation and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

**LSU REAL ESTATE AND FACILITIES  
FOUNDATION,**  
a Louisiana nonprofit corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Name: J. Bryan Benchoff

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Executive Director

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

Printed Name:\_\_\_\_\_

Bar or Commission Number:\_\_\_\_\_

Commission Expires:\_\_\_\_\_



**[signature page to Facilities Lease]**

IN WITNESS WHEREOF, the LSU Board has caused this Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the LSU Board and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Name: F. King Alexander

Title: President, Louisiana State University

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Bar or Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

That certain portion of ground, together with all the rights, ways, servitudes, and privileges, situated in Section 2, T-7-S, R-1-W, City of Eunice, Acadia Parish, Louisiana, containing 5.33 acres of ground, being more particularly described as follows:

Commencing at the northeast corner of the Louisiana State University Eunice ("LSU-E") Campus and a point located on the western right-of-way of La. Highway 755, located approximately 135.4' north of the centerline of LSU-E North Campus Drive, thence N 89°28'00" W a distance of 1163.45 feet to a point on the property line between LSU-E Campus and LaFleur and Lalonde Subdivision, thence S 1°01 '56" W a distance of 174.13 feet to a point of beginning, thence S 01 °01'56" W a distance of 336.67 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 19.00 feet to a point, thence S 01°01 '56" W a distance of 12.00 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 212.80' to a point, thence N 00°32'22" E a distance of 128.90 feet to a point, thence N 89°27'38" W a distance of 400.00 feet to a point, thence S 00°32'22" W a distance of 128.90 feet to a point located 30 feet north of the centerline of Center Street, thence N 89°27'38" W a distance of 190.00 feet to a point, thence N 01°18'07" E, parallel to the centerline of Campus Drive a distance of 310.16 feet to a point, thence 53.55 feet along an arc with a radius of 34.51 feet said arc being more fully described by its cord of N 45°45'40" E a distance of 48.34 feet to a point, thence S 89°47'12" E parallel to the centerline of North Campus Drive a distance of 786.37 feet to a point being the point of beginning.

**EXHIBIT B**  
**DESCRIPTION OF FACILITIES**

The Facilities consist of a 58-unit, multi-family student housing complex known as the Bengal Village. It is along the northeast corner of LSU-E Campus Drive and Center Street on a 241,458± square foot (5.33 acres) parcel of land. The site is "U"-shaped, with 310' of frontage along the eastern side of LSUE Campus Drive, 403' of frontage along the southern side of LSUE Campus Drive and 786' of frontage along the northern side of Center Street.

**EXHIBIT C**

**Base Rent Payment Schedule**

## **MEMORANDUM OF LEASE**

**MEMORANDUM OF LEASE**

STATE OF LOUISIANA \*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
PARISH OF EAST BATON ROUGE \*

This Memorandum of Lease (this "Memorandum") is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("Lessee") and LSU Real Estate and Facilities Foundation ("Lessor").

**RECITALS**

- A. Lessor and Lessee have entered into a Facilities Lease dated effective August 1, 2018, and executed \_\_\_\_\_, 2018 (the "Lease"), whereby Lessor leases to Lessee, and Lessee leases from Lessor, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Premises").
- B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the Lease.

**LEASE TERMS**

Specific reference is hereby made to the following terms and provisions of the Lease:

- 1. The term of the Lease commenced on August 1, 2018, and shall continue until midnight on \_\_\_\_\_, unless sooner terminated or extended as provided in the Lease.
- 2. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attention: Associate Vice President for Facility and Property Oversight

Lessee: LSU Real Estate and Facilities Foundation  
3796 Nicholson Drive  
Baton Rouge, Louisiana 70802  
Attention: Executive Director

This Memorandum is executed for the purpose of recordation in the public records of Acadia Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit or modify the Lease. All of the terms,

conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

[remainder of this page intentionally left blank]

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the LSU Board has caused this Memorandum of Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the LSU Board and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Name: F. King Alexander

Title: President, Louisiana State University

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Bar or Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Foundation has caused this Memorandum of Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the Foundation and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective August 1, 2018.

**WITNESSES:**

**LSU REAL ESTATE AND FACILITIES  
FOUNDATION,**  
a Louisiana nonprofit corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: J. Bryan Benchoff  
Title: Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**  
Printed Name: \_\_\_\_\_  
Bar or Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

That certain portion of ground and all improvements thereon, together with all the rights, ways, servitudes, and privileges, situated in Section 2, T-7-S, R-1-W, City of Eunice, Acadia Parish, Louisiana, containing 5.33 acres of ground, being more particularly described as follows:

Commencing at the northeast corner of the Louisiana State University Eunice ("LSU-E") Campus and a point located on the western right-of-way of La. Highway 755, located approximately 135.4' north of the centerline of LSU-E North Campus Drive, thence N 89°28'00" W a distance of 1163.45 feet to a point on the property line between LSU-E Campus and LaFleur and Lalonde Subdivision, thence S 1°01'56" W a distance of 174.13 feet to a point of beginning, thence S 01°01'56" W a distance of 336.67 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 19.00 feet to a point, thence S 01°01'56" W a distance of 12.00 feet to a point, thence N 89°27'38" W parallel to the centerline of Center Street a distance of 212.80' to a point, thence N 00°32'22" E a distance of 128.90 feet to a point, thence N 89°27'38" W a distance of 400.00 feet to a point, thence S 00°32'22" W a distance of 128.90 feet to a point located 30 feet north of the centerline of Center Street, thence N 89°27'38" W a distance of 190.00 feet to a point, thence N 01°18'07" E, parallel to the centerline of Campus Drive a distance of 310.16 feet to a point, thence 53.55 feet along an arc with a radius of 34.51 feet said arc being more fully described by its cord of N 45°45'40" E a distance of 48.34 feet to a point, thence S 89°47'12" E parallel to the centerline of North Campus Drive a distance of 786.37 feet to a point being the point of beginning.



## Request from LSU A&M to Amend the LSU Athletics Ticket, Parking, and Tradition Fund Policy

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.12 Other Significant Matters: Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

### 1. Summary of the Matter

The University proposes amending the current LSU Athletics Ticket, Parking, and Tradition Fund Policy to include the following changes:

- 1) Tradition Fund – Changes language to reflect the current structure of LSU and reduces pricing in two 600 level areas of the Tiger Stadium;
- 2) Football Season Ticket Prices – Establishes season ticket prices in the Skyline Club section of Tiger Stadium;
- 3) Reduces Season Pricing for two parking lots for football;
- 4) Adjusts the General Ticket Distribution and Complimentary Ticket schedules to reflect staff and/or organizational changes; and
- 5) Allows the Athletic Director to set Tradition Fund and season ticket pricing for sports other than football, with written approval by the President or designee, in consultation with the Board Chair and Athletics Committee Chair. Full Board approval will still be required for Tradition Fund and season ticket price **increases** for football, though the Athletic Director will be able to implement price **decreases** for football with written approval by the President or designee, in consultation with the Board Chair and Athletics Committee Chair.

### 2. Review of Business Plan

Not applicable.

### 3. Fiscal Impact

While reducing ticket, parking, and Tradition Fund prices in some areas as necessary may reduce income, it is anticipated that these price reductions will generate an increase in sales to offset the reduction of prices. The Athletic Department will continue to pursue these funding sources in order to maintain competitive prices for sporting events and parking. It is the goal of the Athletics Department to maximize revenues while at the same time increasing or maintaining attendance at sporting events. This may entail reducing prices at some sporting events based on analytical and peer data.

### 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. Louisiana State University Athletics Ticket, Parking, and Tradition Fund Policy and Associated Schedules

**RESOLUTION**

**WHEREAS**, there are recommended revisions to the Athletics Ticket, Parking, and Tradition Fund Policy in order to promote the flexibility and competitiveness of related pricing in response to market demands;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the proposed revisions to the Athletics Ticket, Parking, and Tradition Fund Policy, and,

**BE IT FURTHER RESOLVED** that any request for a pricing change submitted to the President by the Athletic Director should include a justification for the change, and,

**BE IT FURTHER RESOLVED** that the Director of Athletics shall continue to report annually to the Board on the financial status of the Athletic Department at Louisiana State University.

## LOUISIANA STATE UNIVERSITY

**ATHLETICS TICKET, PARKING, AND TRADITION FUND POLICY**

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**PROPOSED**  
**June 29, 2018**

## **GENERAL POLICY ON TICKETS, PARKING PERMITS, AND TRADITION FUND FOR ATHLETIC EVENTS**

The Ticket, Parking, & Tradition Fund Policy for athletic events, as established by the Board of Supervisors, is the general guideline for ticket & parking pricing and distribution (general and complimentary). The Policy provides guidelines for ticket & parking reorder priorities, season ticket & parking permit holder policies, ticket & parking transfer option, obtaining season ticket & parking permits, Tiger Athletic Foundation (TAF) tickets, Alumni Association tickets, student body tickets.

### Ticket & Parking Reorder Priorities

All season ticket and parking holders, both individual and private enterprise/corporations can, at the discretion of the Athletics Department, renew their tickets/parking permits each year, provided the renewal order is returned with payment by the deadline date. Tickets or parking permits not renewed will revert to the LSU Athletics Department for resale. LSU reserves the right to deny renewal privileges and to change the seat/parking location of any holder, for any reason deemed necessary and appropriate by the Athletics Department.

### LSU Season Ticket & Parking Permit Holder Policies

A ticket to an LSU athletic event only authorizes the holder to attend that event on the terms and conditions described on the ticket. A parking permit to an LSU athletic event only authorizes the holder to park in the designated spot/area for the event. Purchasers of the tickets or parking permit(s), including season tickets and season parking permits, acquire no other rights. The ticket and/or parking permit purchaser has no opportunity to renew or transfer tickets or parking permits except as provided under the policies of the LSU Board of Supervisors. Such policies create no vested rights and are subject to change at any time at the sole discretion of the Board of Supervisors.

Season tickets and parking permits to any LSU athletic event can be renewed in accordance with the ticket & parking reorder priorities policy of the Board of Supervisors by the individual, organization or company name(s) on the account.

Any change in the address of the account can only be made by the account holder of the tickets or parking permits; i.e. that individual, organization, or company named on the account. Any such address change must be made in writing by the account holder or the chief executive officer of the organization or company. Season ticket and parking accounts are non-transferable except as set forth in the following three paragraphs below.

In the case of death of the season ticket or parking permit holder of record, the surviving spouse will automatically become the ticket or parking permit holder of record. The surviving spouse must notify the ticket office in writing to have the name changed on the account. If there is no surviving spouse, the Athletics Department will offer the option to renew tickets or parking permits to a surviving child if provided with a notarized and uncontested request by the child to be the season ticket or parking permit holder of record. If there is no surviving child, the transfer will be made to a surviving grandchild if provided with a notarized and uncontested request by the grandchild to be the season ticket or parking permit holder of record. Furthermore, at the time of ticket or parking permit renewals an individual ticket or permit holder can request a transfer of the

ticket/parking permit holder's ticket/parking permit or tickets/permits to a spouse or to a natural or adopted child or stepchild of the ticket/parking permit holder. If there is no surviving child, the transfer can be made to a grandchild. The Athletics Department will offer the option to renew tickets or parking permits to the spouse or child (or grandchild, if applicable) if provided with a notarized and uncontested request by the season ticket/parking permit holder to do so.

If a company is the ticket/parking permit holder of record and goes out of business, tickets/parking permits revert to the Athletics Department for resale. If the company is acquired by another company and the original company name is changed, the chief executive officer must notify the Athletics Ticket Office in writing of the change to maintain the option to renew season tickets/parking permits. All correspondence and further clarification shall be addressed to: LSU Athletics Ticket Office, Athletics Administration Bldg., Baton Rouge, LA 70803.

#### Ticket & Parking Permit Transfer Option

The Athletics Department may allow for the transfer of season ticket and parking passes that do not fall into the above stated family, organization, and business categories provided that a set of policies and guidelines are presented to the President or their designee for approval prior to implementation. Transfers would require season ticket holders to notify the Athletics Ticket Office in writing on a notarized form of the requested change. Any transfer in this category would include transfer fees established by the Athletics Department. Policies, guidelines and fees may vary by sport. A LSU faculty or staff member (see page 4) who is a transferee under the provisions of this paragraph may not be eligible for exemption from the Tradition Fund.

#### Obtaining Season Tickets and Parking Permits

Season tickets & season parking permits will go on sale to the public at a time period to be determined by the Athletics Ticket Office. The Athletics Ticket Office will maintain a waiting list of names which will be given priority if tickets or parking permits become available for purchase.

#### Tiger Athletic Foundation Tickets

The Tiger Athletic Foundation (TAF) can receive season tickets and parking permits for athletic events for fund raising purposes in accordance with the provisions of Item 4 on page 6 of these regulations. Payments for the regular season ticket and parking permit purchase price shall be made directly to the LSU Athletics Department.

#### Alumni Association Tickets

The LSU Alumni Association will receive tickets on an annual basis in accordance with the provisions of Item 4 on page 6 of these regulations to offer to contributing members of the Alumni Association. The Alumni Association is in control of the distribution of the tickets.

#### Individual Game Tickets

The procedure in which these tickets are allocated and sold will be established by the Athletics Department and may change from year to year due to demand, schedule, possible technology enhancements and other factors.

## Student Tickets

The Athletics Department has allocated a minimum of 12,000 student seats for football; a minimum of 1,200 student seats for men's basketball; and a minimum of 300 student seats for baseball. The Athletics Department reserves the right to sell a portion of these tickets to the General Public if student attendance is lacking and there is a demand by the General Public.

## LSU Faculty or Staff

For the purposes of this policy, "faculty and staff" is defined as full-time or retired employees of LSU campuses whose status is verified by the LSU Office of Human Resource Management.

Following are the committee interpretations of the relevant LSU Board of Supervisors ticket policy:  
(Revised: 6/29/18 effective 01/01/19)

- A. "full-time" means the percent of effort needed to qualify for benefits which is 75% or more effort.
- B. "retired employees" must be considered retired from an LSU campus per the LSU Office of Human Resource Management.
- C. Employee is responsible for applying for the exemption on the LSU Athletic website. The Athletic Ticket Office will send a list of employees annually to the LSU Office of Human Resource Management to verify employment/retiree status.

## University Limited Access Seating

For purposes of this policy, "University Limited Access Seating" shall mean Club Seats, the Tiger Den Suites and the Upper East Deck Seats constructed by TAF at TAF expense. The Board hereby grants to TAF the right to purchase tickets in University Limited Access Seating in consideration for the expense of construction borne by TAF and in consideration of the overall benefit to the University of the addition of those areas to Tiger Stadium.



## **TRADITION FUND**

In August of 2003, the LSU Board of Supervisors (Board) approved a preferred seating program called the "Tradition Fund". The policy was amended 1) in January of 2007 to include parking for LSU athletic events; 2) in January of 2008 to implement a Tradition Fund for baseball in conjunction with the opening of the new stadium in the 2009 baseball season; and 3) in June of 2010 to implement a Tradition Fund for men's basketball.

1. Board approval is required for any increases to Tradition Fund contributions in the sport of football. All changes to the Tradition Fund for other sports and any decreases for football are at the discretion of the Athletic Director with written approval by the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The State of Louisiana allows up to 12% of seats in designated areas of stadiums/arenas to be made available to TAF for fundraising purposes. Any modifications made to the seating configuration of stadiums/arenas (such as the addition of suites or club seating) with TAF funding will be made available for sale to TAF.
3. Contributions to the Tradition Fund will be required for the purchase of certain season tickets to athletic events.
4. Contributions to the Tradition Fund will be required for the purchase of certain parking permits to athletic events.
5. Faculty and staff (as defined on page 4 of the general policy) will be exempted from paying the Tradition Fund for up to two season tickets and one parking permit, based on availability, for each sport while employed at the University. This exemption also applies once the employee retires from the University.
6. If due to extraordinary circumstances it is deemed necessary and equitable to credit all or a portion of Tradition Fund payment, the Athletics Director is empowered to do so with the written approval of the President or their designee.
7. Tradition Fund donation levels & diagrams of stadiums/arenas/parking are included on:
  - Schedule A - Football
  - Schedule B - Basketball
  - Schedule C - Baseball/Softball
  - Schedule D - Parking
8. The President of Louisiana State University or his/her designee is authorized to implement this policy and to make revisions to and interpretations of this policy and to the tradition fund diagrams in the attached schedules consistent with this policy and as necessary to implement the purposes hereof, including but not limited to decisions with respect to the location of any particular seat which is the subject of this policy.

## **GENERAL PRICING POLICY FOR HOME FOOTBALL GAMES**

### Tickets

1. The cost of a season ticket for football will be as shown on Schedule A. Only pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee, in consultation with the Board Chair and Athletics Committee Chair. The cost per game for season ticket holders will be established by the Athletic Department annually based upon factors such as conference affiliation, prior season success, market demand, etc.
2. Additionally, a separate individual game price will be established should tickets be available to the general public. The Athletics Department shall have the authority to charge higher prices for visiting school's tickets. These prices will be based upon ticket prices charged for games at the opponent's stadium.
3. The cost of LSU student reserved seat tickets and general admission tickets are as shown on Schedule A. Only season pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee. If available, any individual game student and/or guest tickets will be priced separately by the Athletic Director and subject to the approval of the President or designee. Guest ticket prices will be comparable to the general public ticket price based upon location. Students will be required to provide a valid student identification card.
4. All season tickets assigned to the TAF and to the LSU Alumni Association shall be subject to the regular price of the ticket as shown on Schedule A. Stadium Club seats will be made available to the Tiger Athletic Foundation to market and sell.
5. All attendees, regardless of age, must have a ticket or working pass to enter a game.
6. In the event there are football games where it is necessary to stimulate fan interest and support, the Athletics Director is authorized to market unsold home football game tickets through corporate sponsors or other promotional opportunities in order to generate income and fan interest. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
7. If due to extraordinary circumstances it is deemed necessary and equitable to credit all or a portion of season ticket or individual game ticket payment, the Athletics Director is empowered to do so with the written approval of the President or designee.
8. If applicable, sales taxes will be charged in addition to the prices shown on Schedule A. The Athletic Department may round up to the nearest dollar to eliminate the need for coins as change. (For example, a \$50 ticket with an additional 9% sales tax will cost \$55).
9. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual game pricing based upon market conditions such as opponent, date and/or time of game, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

## **GENERAL PRICING POLICY FOR HOME BASKETBALL GAMES**

### Tickets

1. The cost of a season ticket for basketball will be as shown on Schedule B. Season ticket prices will be set annually by the Athletics Director and subject to the written approval of the President or designee, in consultation with the Board Chair and Athletics Committee Chair. These prices may be changed based upon supply and demand among many other market factors. Schedule changes will be delivered to the President's Office for updates. These updates will also be available on LSUSports.net.
2. The cost per game for season ticket holders will be established by the Athletic Department based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual game price will be established should tickets be available to the general public.
3. All student seating is general admission. Students are admitted free of charge to basketball games, as long as seats are available, with a valid student identification card. Also based on availability, students can purchase a guest ticket at prices shown on Schedule B. Students may have to purchase tickets to events hosted by LSU such as the NCAA Women's Tournament and the NIT.
4. Faculty and staff (as defined on page 4 of the general policy) will pay regular price for men's basketball tickets. For women's basketball games (excluding hosted events), faculty and staff will be admitted free of charge with a valid faculty/staff identification card.
5. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a game.
6. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of the sports of men's & women's basketball. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
7. In the event LSU hosts a qualifying regular-season multiple-team event (ex: Pre-Season NIT), or postseason tournament (ex: NCAA Women's Tournament), season ticket prices may be adjusted to include the additional games that will be played.
8. If, due to extraordinary circumstances, it is deemed necessary and equitable to credit all or a portion of season ticket or individual game ticket payment, the Athletics Director is empowered to do so with the written approval of the President or designee.
9. If applicable, sales taxes will be charged in addition to the prices shown on Schedule B. The athletic department may round up to the nearest dollar to eliminate the need for coins as change. (For example, a \$10 ticket with an additional 9% sales tax will cost \$11).
10. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual game pricing based upon market conditions such as opponent, date and/or time of game, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

## **GENERAL PRICING POLICY FOR HOME BASEBALL/SOFTBALL GAMES**

### Tickets

1. The cost of a season ticket will be as shown on Schedule C. Season ticket prices will be set annually by the Athletics Director and subject to the written approval of the President or designee, in consultation with the Board Chair and Athletics Committee Chair. These prices may be changed based upon supply and demand among many other market factors. Any schedule changes will be delivered to the President's Office for updates. These updates will also be available on LSUSports.net.
2. The cost per game for season ticket holders will be established by the Athletic Department based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual game price will be established should tickets be available to the general public.
3. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a game.
4. If seats are available for regular season games, LSU students, faculty and staff (as defined on page 4 of the general policy) will be issued a complimentary ticket with a valid LSU identification card.
5. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of the sports of baseball and softball. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
6. In the event LSU hosts a qualifying regular-season multiple-team event, season ticket prices may be adjusted to include the additional games that will be played.
7. If applicable, sales taxes will be charged in addition to the prices shown on Schedule C. The Athletic Department may round up to the nearest dollar to eliminate the need for coins as change. (For example, \$10 ticket with an additional 9% sales tax will cost \$11).
8. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual game pricing based upon market conditions such as opponent, date and/or time of game, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

## **GENERAL PRICING POLICY FOR HOME GYMNASTICS MEETS**

### Tickets

1. The cost of a season ticket will be as shown on Schedule B. Season ticket prices will be set annually by the Athletics Director and subject to the written approval of the President or designee, in consultation with the Board Chair and Athletics Committee Chair. These prices may be changed based upon supply and demand among many other market factors. Any schedule changes will be delivered to the President's Office for updates. These updates will also be available on LSUsports.net.
2. The cost per game for season ticket holders will be established by the Athletic Department based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual meet price will be established should tickets be available to the general public.
3. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a meet.
4. If seats are available for regular season meets, LSU students, faculty and staff (as defined on page 4 of the general policy) will be issued a complimentary ticket with a valid LSU identification card.
5. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of the sport of gymnastics. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
6. In the event LSU hosts a qualifying regular-season multiple-team event, season ticket prices may be adjusted to include the additional meets that will be played.
7. If applicable, sales taxes will be charged in addition to the prices shown on Schedule B. The Athletic Department may round up to the nearest dollar to eliminate the need for coins as change. (For example, \$10 ticket with an additional 9% sales tax will cost \$11).
8. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual meet pricing based upon market conditions such as opponent, date and/or time of meet, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

## **GENERAL PRICING POLICY FOR ALL OTHER MEN'S AND WOMEN'S ATHLETIC EVENTS**

### Tickets

1. The cost of tickets for all sports other than football, men's basketball, women's basketball, baseball, softball, and gymnastics for which admission is charged will be determined by the Athletics Director and subject to the written approval of the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
  2. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a game.
  3. LSU students, faculty and staff (as defined on page 4 of the general policy) will be admitted free of charge with a valid LSU identification card. Faculty and staff members are allowed to bring one guest free of charge.
  4. The Athletics Department has the right with the approval of the President or designee to establish season ticket prices for each sport.
  5. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of individual sports. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
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## **GENERAL PRICING POLICY FOR PARKING PERMITS**

1. The price of a season parking permit will be as shown on Schedule D. Season prices will be set annually by the Athletics Director and subject to the written approval of the President or designee, in consultation with the Board Chair and Athletics Committee Chair. These prices may be changed based upon supply and demand among many other market factors. Any schedule changes will be delivered to the President's Office for updates. These updates will also be available on LSUSports.net.
2. Prices will be determined by 1) its proximity to the venue and 2) whether the parking lot has reserved spots or is first come-first choice.
3. The Athletics Department can also charge for individual game day parking. Prices will be established yearly by the Athletics Director and subject to the approval of the President or designee.
4. Availability and designation of parking lots will be determined annually by the Athletics Department and the University's Office of Parking, Traffic, & Transportation. All parking permits will be distributed by the Athletic Ticket Office. Revenues generated from the sale of these parking permits will be collected and remain with the Athletic Department.
5. LSU reserves the right to deny renewal privileges and to change the parking location if any reserved parking permit holder, for any reason deemed necessary and appropriate by the Athletics Department.
6. If applicable, sales taxes will be charged in addition to the prices shown on Schedule D. The Athletic Department may round up to the nearest dollar to eliminated the need for coins as change. (For example, a \$40 parking pass with an additional 9% sales tax will cost \$44).

## **GENERAL TICKET DISTRIBUTION POLICY FOR HOME EVENTS**

### **SALE OF PRIORITY SEATING**

Certain key groups will have the option to purchase tickets, based upon availability, on an annual non-renewal basis. This policy is outlined below:

#### **I. State Officials**

While holding office, the state officials listed on Schedule E – General Ticket Distribution will be given the option to purchase the best available seats at the full season ticket price plus the required contribution based on the location of the seat. These tickets can be purchased in addition to any tickets the state officials have been personally purchasing in the past. When the official leaves office the seats will revert to the office.

#### **II. University Officials**

The University Officials listed on Schedule E – General Ticket Distribution will have the option to purchase a specified number of tickets plus required contribution on a priority basis. These tickets can be purchased in addition to any tickets the University Officials have been personally purchasing in the past. When the official leaves office the seats will revert to the office. The number of tickets for each sport is listed on Schedule E- General Ticket Distribution and the request for these tickets must be made in writing to the Athletics Department Ticket Manager.

#### **III. City, Parish Officials**

While holding office the officials listed on Schedule E – General Ticket Distribution will be given the option to purchase priority tickets plus the required contribution. These tickets can be purchased in addition to any tickets the officials have been personally purchasing in the past. When the official leaves office the seats will revert to the office.

#### **IV. Courtesy Car Program**

Tickets will be available up to the amount shown on Schedule E – General Ticket Distribution for purchase by the Tiger Athletic Foundation for the car dealers donating the use of a vehicle to the Athletics Department Administrators and Coaches. The Tiger Athletic Foundation will pay the regular price of the ticket without required contribution.

#### **V. Athletic Network**

Tickets will be available up to the amount shown on Schedule E – General Ticket Distribution for purchase at regular price plus required contribution based on the location of the seat by companies and individuals that provide direct support in their respective sports. The Athletic Director will have final approval of distribution of this allotment.

#### **VI. Athletic Department**

Tickets will be available up to the amount shown on Schedule E – General Ticket Distribution for purchase at regular price plus required contribution, if applicable, based on the location of the seat. When the Athletic Department staff member or coach is no longer employed by Athletics Department, tickets will revert to back to Athletics Department for distribution. In addition, the Athletic Director will have an allotment of tickets, as shown on Schedule E, for distribution at his discretion for purposes such as development and public relations.



## **GENERAL TICKET DISTRIBUTION POLICY - AWAY FOOTBALL GAMES**

### **SALE OF PRIORITY SEATING**

It is the policy of the University to offer priority seating to away football games. The policy is designed to accord proper recognition to persons who, because of their positions, or who render, without compensation, special services to the athletic programs of the University, shall receive special consideration for away game tickets.

If a situation arises whereby a contract with the opposing University does not supply LSU with sufficient tickets to satisfy all sales priorities listed below, the number of tickets will decrease proportionately.

#### **I. State Officials**

While holding office, the state officials listed on Schedule E below, will be given the option to purchase priority seating at the full price of the ticket. When the individual leaves office the seats will revert to the office listed below.

#### **II. University Officials**

The University Officials listed on Schedule E below will have the option to purchase a specified number of tickets on a priority basis. When the individual leaves office the seats will revert to the office listed below.

#### **III. The LSU Tiger Marching Band**

The LSU Tiger Marching Band will get a section of tickets where the field is accessible. When traveling with a full band, approximately 550 tickets (depending on configuration) will be set aside for the band. When traveling with a pep band, approximately 150 tickets (depending on configuration) will be set aside. Away game tickets for the band are paid by the Athletics Department unless the contract specifies otherwise.

#### **IV. Remaining game tickets will be allocated among the following categories of buyers**

Ticket distribution will depend on ticket allocation for Away Football Games. Consideration will be given to Office of the President, Athletic Director, Athletic Network, Car Program, Tiger Athletic Foundation, Corporate Sponsors, Alumni Association, students, season ticket holders, and public.

## **GENERAL TICKET DISTRIBUTION POLICY-POST SEASON**

### **SALE OF PRIORITY SEATING TO POST SEASON EVENTS**

#### **I. Football Post Season Games**

After the Complimentary Ticket Distribution, sale of priority seating for post-season football games shall be distributed in accordance with the policies for away football games, subject to necessary modification by the President or their designee caused by a limited number of tickets provided to LSU by the organizer of the post-season game.

#### **II. All Other Sports Post Season Play**

For all other post-season play other than football, to provide that, insofar as practicable after priority distribution of complimentary tickets in accordance with existing policy, tickets for post-season games be distributed or allocated for priority purchase in accordance with the distribution policies for the applicable sport, subject to the necessary modification by the President or designee caused by a limited number of tickets provided or allocated to LSU by the organizer of the post-season game.

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## **GENERAL DISTRIBUTION POLICY FOR PARKING PERMITS**

### **SALE OF PARKING PERMITS**

Certain key officials will have the option to buy parking permits on an annual basis. The amounts are listed on Schedule F.

#### **I. State Officials**

While holding office, state officials will be given the option to purchase parking permit(s), at the full season parking permit price plus the required contribution based on the location of the parking permit. These permits can be purchased in addition to any permits the state officials have been personally purchasing in the past. When the official leaves office the permit(s) will revert to the office. Recipients must also have regular season tickets to purchase a parking permit.

#### **II. City-Parish Officials**

While holding office, the city-parish officials listed on Schedule F will be given the option to purchase parking permit(s), at the full season parking permit price plus the required contribution based on the location of the parking permit. These permits can be purchased in addition to any permits the city-parish officials have been personally purchasing in the past. When the official leaves office the permit(s) will revert to the office. Recipients must also have regular season tickets to purchase a parking permit.

## **COMPLIMENTARY TICKET DISTRIBUTION-HOME EVENTS**

The following outline accounts for the distribution of complimentary tickets to athletic events.

### **I. Athletics Department**

The following athletics department office/position, receive complimentary tickets due to their direct relationship to the football team, and/or Athletics Department. All tickets indicated in this category are tickets located within the stadium, not in the stadium press box area or limited access seating area. When the individual leaves office the seats will revert to the office. See Schedule G – Complimentary Ticket Distribution.

### **II. Guests of University**

The University Offices listed on Schedule G – Complimentary Ticket Distribution will be provided with complimentary tickets for distribution to distinguished guests of the University.

### **III. Service Personnel**

The individuals or office listed on Schedule G – Complimentary Ticket Distribution will be provided with complimentary tickets for distribution to service personnel that work the event.

### **IV. Press Box Seating or Limited Access Seating**

The individuals or office listed on Schedule G – Complimentary Ticket Distribution will be provided with a designated number of seats in the LSU Press Box area or Limited Access Seating. Tickets for seating in each area will be complimentary and signed for by the individual. When the individual leaves office the seats will revert to the office.

### **V. Homecoming Court**

Tickets will be made available for the homecoming court for the home football game designated as part of the homecoming activities. The maximum number of complimentary tickets is listed on Schedule G – Complimentary Ticket Distribution.

## **COMPLIMENTARY TICKET DISTRIBUTION – AWAY FOOTBALL GAMES**

The following outline accounts for the distribution of complimentary tickets to away football games.

### **I. University Officials**

The University Offices listed on Schedule G, have the option to receive complimentary tickets for distribution to guests of the University or supporters of the University. If not used, they will be included in the group of tickets that are sold or returned to the host university.

### **II. Athletics Department**

The Athletics Department will have one hundred twenty-five (125) complimentary tickets to use for people who work in the Athletics Department or have a direct relationship to the Athletics Department. This includes those who travel to work at the game, are guests of the Athletics Department, or provide services in the course of team travel. One hundred twenty-five tickets is the maximum number of tickets to be used in this area, and any unused tickets will be sold or returned to the host university. (Issued at the discretion of the Athletics Director)

### **III. Football Team**

Those receiving complimentary tickets in this category are members of the team or have a direct relationship to the football team.

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## **COMPLIMENTARY TICKET DISTRIBUTION – POST-SEASON**

This includes bowl games, NCAA championships and other post season activity.

### **I. University Officials and Athletics Department**

University officials and individuals who work for the Athletics Department or have a direct relationship to the Athletics Department receive complimentary tickets for post season activity as per Schedule G – Complimentary Ticket Distribution.

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## **COMPLIMENTARY TICKET DISTRIBUTION – AWAY EVENTS – OTHER SPORTS**

This includes all sports, other than football, including post season activity.

### **I. University Officials, Athletics Department, Sport staff, and players**

Complimentary tickets will be distributed as per Schedule G – Complimentary Ticket Distribution  
BASED UPON AVAILABILITY OF TICKETS.

## **COMPLIMENTARY PARKING PERMITS GUIDELINES AND DISTRIBUTION**

It is the policy of the University to issue certain complimentary parking permits to home football, basketball, and baseball games when needed and justified.

The policy is designed to accord proper recognition to persons who, because of their positions, or who render, without compensation, special services to the athletic programs of the University, shall receive special consideration for complimentary parking (Schedule H).

All complimentary parking is based on availability.

### **The policy will be implemented under the following guidelines:**

1. Any individual, who is covered in more than one classification, will receive only the maximum complimentary parking permits allowed in one position, with the exception of commitments to endowed scholarship contributors.
2. Complimentary parking permits will be issued only to specified individuals and are intended for the use of those individuals only.
3. All complimentary permits will be distributed only by the University.
4. Complimentary parking permits will be issued only to qualified individuals who purchase season tickets or who have been given complimentary tickets to the games.
5. Special consideration for complimentary parking will be extended to those handicapped persons with maximum immobility through the Athletics Director.
6. Requests for complimentary parking permits must be submitted in writing. Classifications with multiple passes must submit a list for ticket verification before permits will be issued.
7. All decisions concerning location of complimentary parking permits are subject to approval of the Athletics Director.
8. Individual game or season permits as denoted in the policy, will be issued at the discretion of the Athletics Department on a game-by-game basis with the approval of the Athletics Director.
9. The Athletics Director shall determine which lots or portions of lots are designated and sold for use by handicapped patrons (in compliance with American Disabilities Act) and which lots or portions of lots are designated for complimentary parking permits.



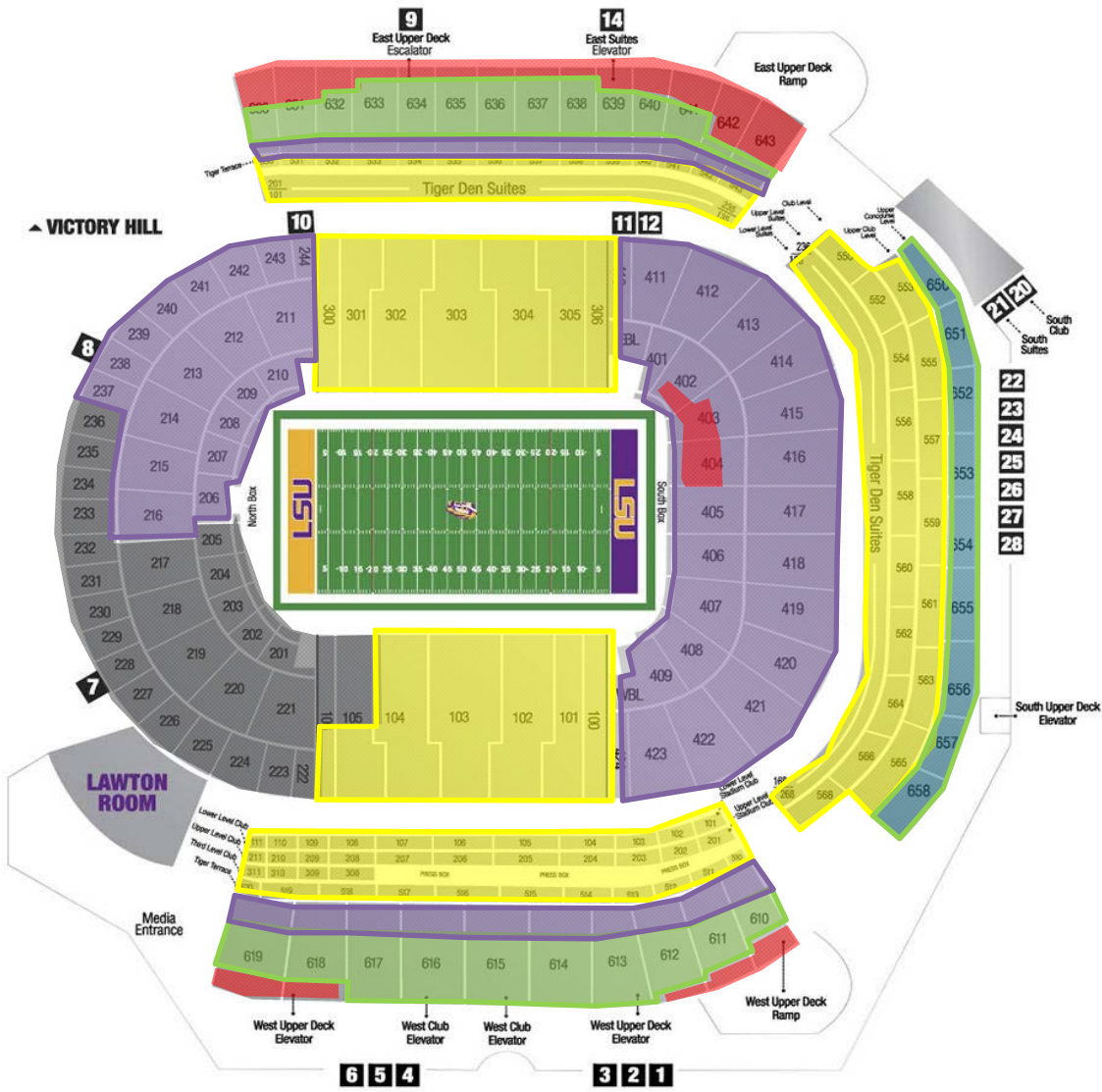
# SCHEDULE A FOOTBALL PRICING - FY 2018-19

## Tradition Fund



Level	Donation
Sideline & Tiger Terrace 1	\$1,025
Sideline & Tiger Terrace 2	\$975
Sideline & Tiger Terrace 3	\$925
Low Sidelines (Rows 1-2)	\$575
North & South End zone 1	\$300
North & South End zone 2	\$260
South End zone 3	\$210
East & West Chair backs 1	\$525
East & West Chair backs 2	\$420
East & West Chairbacks 3	\$260
West Upper Bench backs	\$125
East Upper Bench	0
West Upper Bench	0
NEZ & Upper Lev. Accessible	\$210

# SCHEDULE A-2 FOOTBALL PRICING - FY 2018-19



Season Donor/Public Pricing	Price		Price
Premium/Sideline/Tiger Terrace	\$425		Visiting Team NA
Endzone/Upper Chairback	\$425		Skyline Club \$425
Upper Benchback/Bench	\$360		

## Student Season Ticket Pricing

Price Level	Price
General Admission	\$84
Reserved	\$126

# SCHEDULE B

## BASKETBALL - FY 2017-18

### LSU Men's Basketball Tradition Fund

**100 LEVEL:**

A: Mid-court	103-104, 113-114	\$500
B: Court	102, 105, 112, 115	\$325
C: Baseline	101, 106, 107-111, 116	\$100

**200 LEVEL:**

D: Mid-court	204-205, 218-219	\$325
E: Court	202-203, 206-207, 216-217, 220-221	\$175
F: Court Angle	201, 208, 215, 222	\$100
G: Baseline	209-214, 223-224	\$50

**300 LEVEL:**

H: Mid-court	305-307, 327-329	\$50
I: Court	301-304, 308-312, 322-326, 330-334, 344	\$50
J: Baseline	313-321, 335-337, 343	\$0



# SCHEDULE B MEN'S BASKETBALL PRICING - FY 2017-18

## Season Ticket Price

**100 LEVEL:**

All sections		\$250
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**200 LEVEL:**

All sections		\$250
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**300 LEVEL:**

H: Mid-court	305-307, 327-329	\$250
I: Court	301-304, 308-312, 322-326, 330-334, 344	\$200
J: Baseline	313-321, 335-337, 343	\$100



# SCHEDULE B

## WOMEN'S BASKETBALL PRICING - FY 2017-18

### Season Ticket Price

**100 LEVEL:**

101-106; 111-116		\$100
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**200 LEVEL:**

203-206; 217-220		\$75
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**300 LEVEL:**

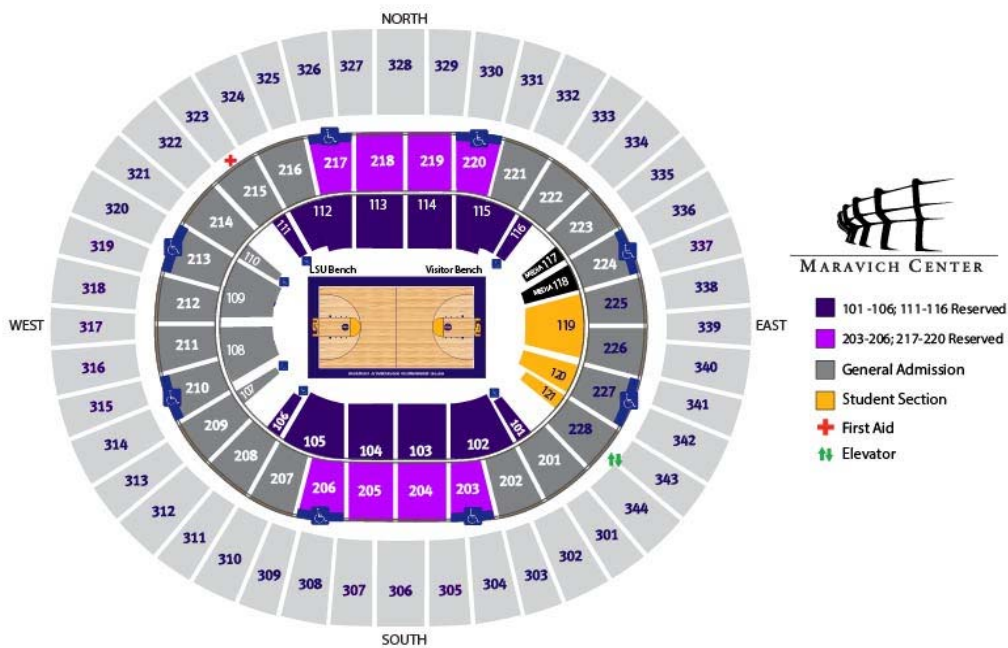
All Sections		
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**Students**

119-121		Free w./ ID
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## LSU

### WOMEN'S BASKETBALL SEATING CHART



# SCHEDULE B GYMNASTICS PRICING - FY 2017-18

## Season Ticket Price

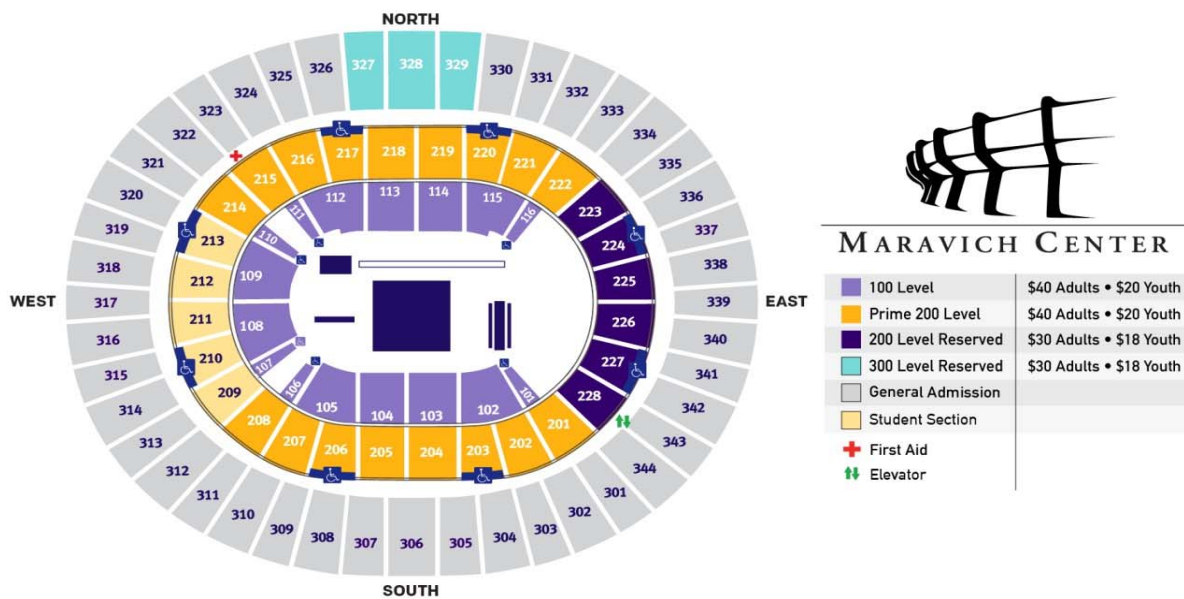
### Reserved Seating

100 Level		\$40 - Adults, \$20 - Youth
Prime 200 Level		\$40 - Adults, \$20 - Youth
200 Level Reserved		\$30 - Adults, \$18 - Youth
300 Level Reserved		\$30 - Adults, \$18 - Youth

### Students

Full Time LSU-Baton Rouge		Free w./ ID
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## LSU GYMNASTICS SEATING CHART



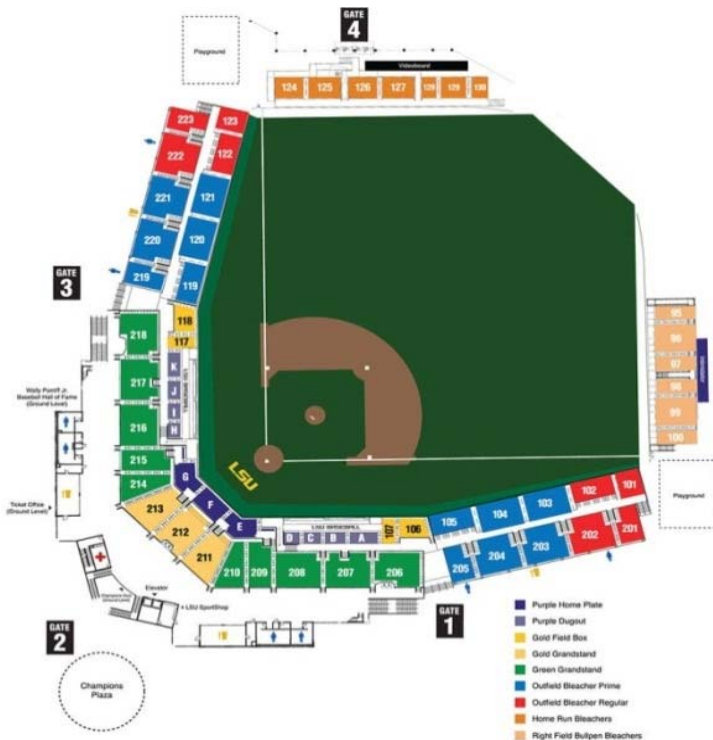
# SCHEDULE C BASEBALL PRICING FY - 17-18 - 2018 Season

## BASEBALL TICKET PRICES

SECTION	2018
SUITES	\$350
PURPLE HOME PLATE	\$350
PURPLE DUGOUT	\$350
GOLD FIELD BOX	\$315
GOLD GRANDSTAND	\$315
GREEN GRANDSTAND	\$280
OUTFIELD BLEACHERS PRIME	\$210
OUTFIELD BLEACHERS REGULAR	\$210
HOME RUN BLEACHERS	\$210

## BASEBALL TRADITION FUND PRICES

Level	2018
SUITES	TAF
Club Home Plate	2000
Club Dugout	1500
Gold Field Box	400
Gold Grandstand	300
Green Grandstand	200
Prime Bleachers	75
NC Bleachers	0
LF Bleachers	0
RF Bleachers	0



# SCHEDULE C SOFTBALL PRICING FY - 17-18 - 2018 Season

## SEASON TICKET PRICES

	Ticket Price	Tradition Fund	Total
Suite	\$100	\$250	\$350
Club	\$100	\$150	\$250
Gold Seats	\$100	\$50	\$150
Bleachers	\$75	\$0	\$75



**LSU**  
**SOFTBALL**  
**TRADITION FUND**



Seating	Ticket Price	Tradition Fund Donation
Gold Chairbacks	\$100	\$50
Club	\$100	\$150
Suites	\$100	\$250
Reserved Bleacher	\$75	\$-



**SCHEDULE D  
FOOTBALL PARKING  
PRICING - FY 2018-19**

<b>LOT</b>	<b>Tradition Fund</b>	<b>Cost</b>	<b>Total Price</b>
<b>Automobile - Tier 1</b>			
101 (Reserved)	\$ 425	\$ 300	\$ 725
102 (Reserved)	\$ 425	\$ 300	\$ 725
103 (Reserved)	\$ 425	\$ 300	\$ 725
104 (Reserved)	\$ 425	\$ 300	\$ 725
201	\$ 425	\$ 300	\$ 725
202 (Reserved)	\$ 425	\$ 300	\$ 725
301	\$ 425	\$ 300	\$ 725
401 (Reserved)	\$ 425	\$ 300	\$ 725
<b>Automobile - Tier 2</b>			
102	\$ 200	\$ 300	\$ 500
103	\$ 200	\$ 300	\$ 500
104	\$ 200	\$ 300	\$ 500
202	\$ 200	\$ 300	\$ 500
203	\$ 200	\$ 300	\$ 500
205	\$ 200	\$ 300	\$ 500
303	\$ 200	\$ 300	\$ 500
304	\$ 200	\$ 300	\$ 500
402	\$ 200	\$ 300	\$ 500
404	\$ 200	\$ 300	\$ 500
<b>Automobile - Tier 3</b>			
105	\$ 100	\$ 300	\$ 400
106	\$ 100	\$ 300	\$ 400
108	\$ 100	\$ 300	\$ 400
302 (SUITES)		\$ 300	\$ 300
305	\$ 100	\$ 300	\$ 400
406	\$ 100	\$ 300	\$ 400
408	\$ 100	\$ 300	\$ 400
409	\$ 100	\$ 300	\$ 400
<b>Automobile - Tier 4</b>			
407		\$ 275	\$ 275
411		\$ 275	\$ 275
UNION GARAGE		\$ 240	\$ 240
<b>MOTORHOME</b>			
TV-1	\$ 900	\$ 500	\$ 1,400
TV-2	\$ 650	\$ 500	\$ 1,150
401-RV (LOT B - FRONT ROW)	\$ 2,000	\$ 5,000	\$ 7,000
401-RV (LOT B - BACK ROW)	\$ 2,000	\$ 4,000	\$ 6,000
<b>TOWER DRIVE (EAST CAMPUS)</b>			
	\$ 300	\$ 200	\$ 500
<b>HANDICAP (ADA ACCESSIBLE)</b>			
ALL LOTS	\$ 100	\$ 300	\$ 400

**SCHEDULE D  
BASEBALL AND BASKETBALL PARKING PRICING  
FY - 2017-18**

**BASEBALL**

LOT		Tradition Fund	Cost	Total Price
Hall of Fame		\$ -	\$ 250	\$ 250
Home Run Village		\$ -	\$ 300	\$ 300
Champions		\$ -	\$ 300	\$ 300
Bullpen		\$ -	\$ 250	\$ 250
Handicap		\$ -	\$ 150	\$ 150

**MEN'S BASKETBALL**

LOT		Tradition Fund	Cost	Total Price
101		\$ -	\$ 200	\$ 200
104		\$ -	\$ 200	\$ 200
301		\$ -	\$ 200	\$ 200
201		\$ -	\$ 200	\$ 200
N. Stadium		\$ -	\$ 200	\$ 200
205		\$ -	\$ 200	\$ 200
206	Free Handicap	\$ -	\$ -	\$ -
105		\$ -	\$ 200	\$ 200

**WOMEN'S BASKETBALL**

LOT		Tradition Fund	Cost	Total Price
101		\$ -	\$ 100	\$ 100
301		\$ -	\$ 100	\$ 100
201		\$ -	\$ 100	\$ 100
N. Stadium		\$ -	\$ 100	\$ 100
205		\$ -	\$ 100	\$ 100
206	Free Handicap	\$ -	\$ -	\$ -

## SCHEDULE E- GENERAL TICKET DISTRIBUTION

	Football - Season	Football - Away	Basketball - Season	Baseball - Season
<b>State Officials:</b>				
Office of the Governor	12	12	4	
Office of the Lt. Governor	12	2	2	
Office of the Secretary of State	2	2	2	
Office of the Attorney General	2	2	2	
Office of the Treasurer	2	2	2	
Office of the Commissioner of Agriculture	2	2	2	
Office of the Superintendent of Public Ed.	2	2	2	
Office of the Commissioner of Insurance	2	2	2	
Each Member of LA Congressional Delegation	2	2	2	
Each Member of Legislature	2		2	
Office of the Clerk of House	2			
Office of the Secretary of Senate	2			
Office of Superintendent, LA State Police	2			
Office of Secretary of Public Safety	2			
<b>University Officials:</b>				
Chairman of the Board of Supervisors	12			
Each Member of the Board of Supervisors	10	10	4	4
Office of the President & Chancellor	16	16	8	8
Office of the Vice Presidents (each)	4	4	2	
Office of the Chancellors on each campus (not BR)	4	4	2	
Office of the Vice Chancellors	4	4		
Office of the Director of Athletics	8	8	4	
Each Member of the Athletics Council	2	2	2	
Former Members of Board of Supervisors	4	4	2	2
Former Presidents or their widows	2		2	
Former Director of Athletics or their widows	2		2	
Former Chancellors of LSU, or widows	2		2	
Faculty and Staff	500		100	
<b>City, Parish Officials:</b>				
Office of the Mayor-President	4			
Office of the District Attorney	2			
Office of the Sheriff	2			
<b>Courtesy Car Program:</b>				
TAF/Car Dealers	175		80	40
<b>Athletic Network:</b>				
<b>Athletic Network</b>	325		100	20
<b>Band:</b>				
Full Band		550		
Pep Band		150		
<b>Athletic Department:</b>				
Coaches and Staff	4	4	4	4
Athletic Director	50		30	30

## SCHEDULE G - COMPLIMENTARY TICKET DISTRIBUTION

	Football - Home	Football - Away	M & W Basketball - Home	Baseball - Home	Other Athletic Events - Home	Other Athletic Events - Away *	Post-Season Play	Hosted Post-Season Play
<b>Athletics Department:</b>								
Head Football Coach	12	12	4				12	4
Head Coach - Primary Sport			22	22	22	12	12	22
Assistant Coaches - Primary Sport (each)	4	4	4	4	4	4	6	6
Football Team Doctors	12	12					12	
Team Doctors - Primary Sport (each)			2	2			2	2
Football Trainers	12	12					12	
Head Trainer - Primary Sport			4	4	4		4	4
Football Equipment Staff	12	12					12	
Equipment Staff - Primary Sport								
Football Strength Staff	12	12					12	
Strength Staff - Primary Sport			4	4	4		4	4
Football Video Staff	8	8					8	
Video Staff - Primary Sport			4	4	4		4	4
Primary Team (including mgrs. & trainers)	500	450	64	200				
Primary Team (each)					4		6	6
Primary Team - Student Managers & Trainers (each)					2		4	4
Other LSU Varsity Sports	500							
Recruits-Football	325		150					
Recruits-Other Sports	150		100	50				
Recruits-Primary Sport			100	50	50			
Band	650							
ROTC	50							
Medical Department			12					
Non-Profit Groups (when available)			100	100	100			
Promotional Tickets for Varsity Head Coaches			12	12				
Overflow Media	15							
High School Coaches	500		100	50	50			
<b>University Officials &amp; Guests:</b>								
Office of the Director of Athletics	4	4	4	4	4		4	4
Office of the President & Chancellor	24	8	8	8	8		8	8
Official Guests of Athletic Dept.	125	125	80	80	80	80	125	125
Administrative Team Needs	100		50	50	50			
Faculty Athletics Representative	2	2	2	2	2		2	2
<b>Service Personnel:</b>								
Officials (as per SEC policy)	18		6	6	6			
<b>Press Box Seating:</b>								
Office of the Head Football Coach	24							
Office of the Director of Athletics	24							
Athletics Department	150							
Office of the President	124							
<b>Homecoming Game:</b>								
Homecoming Court	80							

\* Distribution is based upon availability of tickets.

## SCHEDULE F - GENERAL PARKING DISTRIBUTION

	Football	Basketball	Baseball
<b>AVAILABLE TO PURCHASE</b>			
<b>State Officials:</b>			
Governor	4	2	2
Lt. Governor	2	1	1
Secretary of State	1	1	1
Attorney General	1	1	1
Treasurer	1	1	1
Commissioner of Agriculture	1	1	1
Commissioner of Insurance	1	1	1
Each Member of LA Congressional Delegation	1	1	1
Each Member of Legislature	1	1	1
Each Member of Louisiana Supreme Court	1	1	1
Public Service Commissioner	1	1	1
<b>City-Parish Officials:</b>			
Mayor-President, EBR	4	2	2
District Attorney, EBR	1	1	1
Each Member of City-Parish Council	1	1	1
Each City Court Judge	1	1	1
Each Family Court Judge	1	1	1
Each District Court Judge	1	1	1
Sheriff, EBR	1	1	1

## SCHEDULE H - COMPLIMENTARY PARKING DISTRIBUTION

	Football	Basketball	Baseball
<b>University Officials:</b>			
Each Member Board of Supervisors	3	1	1
Former Member Board of Supervisors	1	1	1
Board of Regents, Chairman	1	1	1
Office of the President & Chancellor	70	8	8
Former Presidents, or their Widows	1	1	1
Former Chancellors, or their Widows	1	1	1
Chancellors, Each Campus other than LSU BR	1	1	1
Each Vice-Chancellor, LSU BR	1	1	1
Each Dean, LSU BR	1	1	1
Each Member of Athletic Council	1	1	1
Campus Security Personnel	1	1	1
Campus Security Emergency Vehicles	1	1	1
Academic Center Support	14	4	4
<b>Athletics Department:</b>			
Director of Athletics	90	20	2
Former Athletic Directors, or their Widows	1	1	1
Each Associate Director of Athletics	2	1	1
Each Assistant Director of Athletics	2	1	1
Primary Sport Head Coach	10	10	10
Primary Sport Assistant Coach	2	2	2
Primary Sport Graduate Assistants	1	1	1
Players (1 each)	125	pass list	pass list
Each Team Doctor	6	2	2
Each Tiger Transportation Team Member (Courtesy Cars)	1 per car given	1 per car given	1 per car given
Each Member Athletic Department Staff	1	1	1
Each Member Game Management Personnel	1	1	1
Each Ticket Office Employee	1	1	1
Each Member, Working Press Covering Games	1	1	1
Each Head Coach, other than primary sport head coach	2	2	2
Each Assistant Coach, other than primary sport asst. coach	1	1	1
Each Member, Training Staff	1	1	1
Each Support Staff Member(Equipment Room, etc.)	1	1	1
Marketing & Corporate Sponsors (as per contracts)	Open/Contract	Open/Contract	Open/Contract
Game Management	20	10	10
Compliance	14	5	5



## Request from LSU to Amend the Additional Compensation Policy for Post-Season Athletic & Special Events

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

**Date: June 29, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 9:

A.12 Other Significant Matters: Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

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

Existing Board policy provides a schedule for paying additional compensation to coaches and other LSU Athletic Department staff for extra work performed as a result of their teams participating in post-season play. This policy governs post-season compensation only for coaches and employees whose contracts of employment do not specify the amount of post-season compensation they will receive. For those employees who have contracts which include a post-season compensation schedule, this policy change will have no effect.

The current policy was last amended on March 16, 2012 and the Athletic Department recently completed a survey of other SEC schools to assess the market competitiveness of LSU's current policy. The survey revealed that most SEC programs have adjusted or are in the process of adjusting their post-season amounts since LSU's policy was last amended in 2012.

Under the proposed new policy, the maximum additional compensation amounts for most sports will increase from 24% to 37%. This rate is not the highest among SEC peers, however it is within the range of most SEC programs. The new policy also reflects format changes in some sports such as gymnastics, golf, baseball and softball plus the addition of beach volleyball.

The new policy also allows for the additional compensation for special events that are held at athletic venues that require additional work by athletic personnel.

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

All funds for post-season & special event additional compensation are self-generated by the Athletic Department. No state general funds or tuition dollars are used.

### **3. Fiscal Impact**

The fiscal impact will depend upon the success of LSU Athletic programs during the post-season and the occurrence of a special event.

### **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. Additonal Compensation Policy for Post-Season Athletic & Special Events at Louisian State University

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the proposed Additional Compensation Policy for Post-Season Athletic & Special Events at Louisiana State University.



**Additional Compensation Policy for Post-Season Athletic & Special Events at  
Louisiana State University**

**Executive Summary**

The LSU Board of Supervisors last approved a change in the Additional Compensation Policy for Post-Season Athletic & Special Events at LSU on March 16, 2012. After surveying other schools in the SEC, LSU is requesting that the policy for post-season additional compensation be amended effective upon approval.

**Provisions for Additional Compensation**

The LSU Board of Supervisors has authorized the University to pay additional compensation to coaches and other Departmental staff for extra work performed in connection with the following post-season athletic & special events:

- Recognized SEC Champions;
- Football bowl/playoff games;
- Football Championship Games;
- NCAA Basketball Tournament;
- Baseball and Softball College World Series;
- NCAA Regional Tournaments;
- NCAA National Finals;
- National Championships
- Special events hosted in athletic facilities

The recognized SEC Champion is the term used for the school (or schools in case of a tie) that is recognized by the SEC as the champion of that sport. The recognized champion may be determined by regular season competition or a post-season tournament/event.

This policy does not supersede defined post-season compensation that may already be included in a coaches' employment contract. The Director of Athletics will determine the persons who are entitled to receive additional compensation and the amount of compensation to which entitled. The additional compensation is calculated as a percentage of the base pay and it is based upon the extra work required of each person.

Compensation is only awarded for OVERALL TEAM competition and not INDIVIDUAL competition or Championships.

- **Football SEC Championship Game**  
Contracted employees amounts are listed in Schedule A of their Contract
  
- **Football Bowl/Playoff Games**  
Contracted employees amounts are listed in Schedule A of their Contract  
Non contracted employees' amounts are dependent upon level of work performed for the bowl/playoff game(s); these amounts are recommended by the Director of Athletics and approved by the President
  
- **Baseball & Softball**  
8% for Recognized SEC Champion or SEC Tournament Champion; 12% if both are achieved and/or the highest following NCAA achievement:  
4% for NCAA Selection  
12% for Advancing to Super Regional Tournament (Final 16)  
15% for College World Series (CWS)  
20% for Participation in CWS Championship Series  
25% for NCAA Champion

The maximum additional compensation that an individual can earn for baseball or softball post-season competition if all incentives are achieved per season is **37%**.

- **Men's & Women's Basketball**  
8% for Recognized SEC Champion or SEC Tournament Champion; 12% if both are achieved and/or the highest following NCAA achievement:  
4% for NCAA Selection  
8% for NCAA Final 32  
12% for NCAA Sweet Sixteen  
15% for NCAA Elite Eight  
18% for Participation in NCAA Final Four  
20% for Participation in NCAA Championship Game  
25% for NCAA Champion

The maximum additional compensation that an individual can earn for men's or women's basketball post-season competition if all incentives are achieved per season is **37%**.

- **Gymnastics**  
8% for Recognized SEC Champion or SEC Meet Champion; 12% if both are achieved and/or the highest following NCAA achievement:  
4% for NCAA Selection  
12% for Advancing to Top Sixteen  
15% for Advancing to National Championship (Top 8)  
18% for Advancing to NCAA Championship (Top 4)  
25% for NCAA Champion

The maximum additional compensation that an individual can earn for women's gymnastics post-season competition if all incentives are achieved per season is **37%**.

- **Volleyball/Beach Volleyball**  
8% for Recognized SEC/Conference Champion or SEC/Conference Tournament Champion; 12% if both are achieved and/or the highest following NCAA achievement:  
4% for NCAA Selection  
8% for Final 32  
12% for NCAA Final Sixteen  
15% for NCAA Elite Eight  
18% for Participation in NCAA Final Four  
20% for Participation in NCAA Championship Game  
25% for NCAA Champion

The maximum additional compensation that an individual can earn for women's volleyball post-season competition if all incentives are achieved per season is **37%**.

- **Soccer**  
8% for Recognized SEC Champion or SEC Tournament Champion; 12% if both are achieved and/or the highest following NCAA achievement:  
4% for NCAA Selection  
8% for Final 32  
12% for NCAA Final Sixteen  
15% for NCAA Elite Eight  
18% for Participation in NCAA Final Four  
20% for Participation in NCAA Championship Game  
25% for NCAA Champion

The maximum additional compensation that an individual can earn for women's soccer post-season competition if all incentives are achieved per season is **37%**.

□ **Men's & Women's Golf**

8% for Recognized SEC Champion or SEC Tournament Champion; 12% if both are achieved and/or the highest following NCAA achievement:

4% for NCAA Selection

8% for NCAA Championship Tournament

15% for NCAA Top 8 Match Play National Championship Event

18% for NCAA Top 4 (Semi-Final) Match Play NCAA Championship Event

20% for NCAA Championship Match

25% for NCAA Champion

The maximum additional compensation that an individual can earn for men's & women's golf post-season competition if all incentives are achieved per season is **37%**.

□ **Men's & Women's Tennis**

8% for Recognized SEC Champion or SEC Tournament Champion; 12% if both are achieved and/or the highest following NCAA achievement:

4% for NCAA Selection

8% for Final 32

12% for NCAA Final Sixteen

15% for NCAA Elite Eight

18% for Participation in NCAA Final Four

20% for Participation in NCAA Championship Match

25% for NCAA Champion

The maximum additional compensation that an individual can earn for men's & women's tennis post-season competition if all incentives are achieved per season is **37%**.

- **Men's & Women's Swimming & Diving**  
8% for Recognized SEC Champion or SEC Meet Champion; 12% if both are achieved and/or the highest following NCAA achievement:  
4% for NCAA Top 15 Finish at National Championship Meet  
10% for NCAA Top 10 Finish at National Championship Meet  
15% for NCAA Top 5 Finish at National Championship Meet  
20% for NCAA 2<sup>nd</sup> Place Finish at National Championship Meet  
25% for NCAA Champion

**NOTES:**

- A. To calculate additional compensation for NCAA events for Swimming & Diving the Athletics Department has to perform the following steps:
  1. determine the highest NCAA achievement for the men's team Swimming & Diving (the same step is done for the women's team);
  2. determine whether the men's or women's finish is the highest accomplishment;
  3. pay the additional compensation for the highest gender accomplishment per the percentages listed above;
  4. pay the additional compensation for the lower gender accomplishment at a rate of one-half of the percentages listed above;
  5. maximum additional compensation that an individual can earn for NCAA post-season competition is **37.5%**.
  
- B. To calculate additional compensation for SEC events for Swimming & Diving the Athletics Department has to perform the following steps:
  1. should the men's team or women's team win the SEC Championship then the amount for post-season compensation will be **12%**;
  2. should the men's AND women's team win the SEC Championship then the amount for post-season compensation will be **18%**.

The maximum additional compensation that an individual can earn for men's and women's swimming & diving post-season competition if all incentive are achieved per season is **55.5%**.

□ **Men's & Women's Track & Field**

8% for Recognized SEC Champion or SEC Meet Champion; 12% if both are achieved and/or the highest following NCAA achievement:

4% for NCAA Top 15 Finish at National Championship Meet

10% for NCAA Top 10 Finish at National Championship Meet

15% for NCAA Top 5 Finish at National Championship Meet

20% for NCAA 2<sup>nd</sup> Place Finish at National Championship Meet

25% for NCAA Champion

**NOTES:**

A. To calculate additional compensation for NCAA events for Track & Field the Athletics Department has to perform the following steps:

1. determine the highest NCAA achievement for the men's team in Cross Country, Indoor Track & Field, and Outdoor Track & Field (the same step is done for the women's team);
2. determine whether the men's or women's finish is the highest accomplishment;
3. pay the additional compensation for the highest gender accomplishment per the percentages listed above;
4. pay the additional compensation for the lower gender accomplishment at a rate of one-half of the percentages listed above;
5. maximum additional compensation that an individual can earn for NCAA post-season competition is **37.5%**.

B. To calculate additional compensation for SEC events for Track & Field the Athletics Department has to perform the following steps:

1. should the men's team or women's team win the SEC Championship in either Cross Country, Indoor Track & Field, or Outdoor Track & Field then the amount for post-season compensation will be 12% (only one SEC Championship will be counted per gender);
2. should the men's AND women's team win the SEC Championship in either Cross Country, Indoor Track & Field, or Outdoor Track & Field then the amount for post-season compensation will be 12% (for example, the women's team wins the Indoor SEC Track & Field event and the men's team wins the Outdoor SEC Track & Field event);
3. maximum additional compensation that an individual can earn for SEC post-season competition is **18%**.

The maximum additional compensation that an individual can earn for men's and women's track & field post-season competition, if all incentives are achieved, per season is **55.5%**.

**ADDITIONAL COMPENSATION FOR ATHLETIC DEPARTMENT STAFF**

The additional compensation listed above applies mainly to coaches and assistant coaches that do not have post-season compensation amounts listed in their contracts.

For the staff (i.e. managers, trainers, Directors of Operations, etc.), the Director of Athletics will determine the Athletic Department staff who are entitled to receive additional compensation and the amount of compensation to which they are entitled based upon the work performed for the post-season event(s) or special event(s) that occur in athletic venues.



**Request from LSU A&M to Approve Employment Contracts with Five Head Coaches and Two Co-Head Coaches**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

This resolution seeks approval of the proposed employment contracts for Russell L Brock, Head Coach Beach Volleyball; Yolanda “Nikki” Caldwell, Head Coach Women’s Basketball; Sara “DD” Breaux, Head Coach Gymnastics; Charles Winstead, Head Coach Men’s Golf and Director of Golf; Garrett Runion, Head Coach Women’s Golf; Julia Sell, Co-Head Coach Women’s Tennis; and Michael Sell, Co-Head Coach Women’s Tennis. The key terms of the proposed contracts are summarized below:

Coach	Contract Action	Term		Total Certain Compensation <sup>a</sup>		
		Current	Proposed	Current	Proposed	Increase
Russell L. Brock	Extension	6/30/2018	6/30/2020	\$80,500	\$100,000	24%
Yolanda “Nikki” Caldwell	Extension	6/30/2019	6/30/2022	\$700,000	\$700,000	0%
Sara “DD” Breaux	Extension	6/30/2019	6/30/2020	\$275,000	\$405,000	47%
Charles Winstead	Extension	6/30/2021	6/30/2023	\$255,000	\$275,000	8%
Garrett Runion	New Contract	n/a	6/30/2021	\$145,000	\$115,000	-21%
Julia Sell	Extension	6/30/2018	6/30/2021	\$125,000	\$125,000	0%
Michael Sell	Extension	6/30/2018	6/30/2021	\$125,000	\$125,000	0%

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

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

The Office of General Counsel has reviewed the proposed contracts.

**ATTACHMENTS**

- I. Memorandum of Agreement: Russell L. Brock, Head Coach Beach Volleyball
- II. Memorandum of Agreement: Yolanda “Nikki” Caldwell, Head Coach Women’s Basketball
- III. Memorandum of Agreement: Sara “DD” Breaux, Head Coach Gymnastics
- IV. Memorandum of Agreement: Charles Winstead, Head Coach Men’s Golf and Director of Golf



- V. Memorandum of Agreement: Garrett Runion, Head Coach Women's Golf
- VI. Memorandum of Agreement: Julia Sell, Co-Head Coach Women's Tennis
- VII. Memorandum of Agreement: Michael Sell, Co-Head Coach Women's Tennis

**RECOMMENDATION:**

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contracts with the listed coaches.

**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 contracts with Russell L Brock, Yolanda "Nikki" Caldwell, Sara "DD" Breaux, Charles Winstead, Garrett Runion, Julia Sell, and Michael Sell as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



## Summary of Athletic Coaching Contract Russell L. Brock, Head Coach Beach Volleyball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2018	<b>6/30/2020</b>	2 Years		a
	Base Salary	\$ 75,000	\$ <b>90,000</b>	\$ 15,000	20%	a
	Supplemental Comp.	\$ 5,000	\$ <b>5,000</b>	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 18,000	\$ <b>21,600</b>	\$ 3,600	20%	b
	Academic (max)	\$ 500	\$ <b>5,000</b>	\$ 4,500		
<i>Benefits</i>	Automobile	\$ 12,000	\$ <b>12,000</b>	\$ -		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 80,500</b>	<b>\$ 100,000</b>	<b>\$ 19,500</b>	<b>24%</b>	d

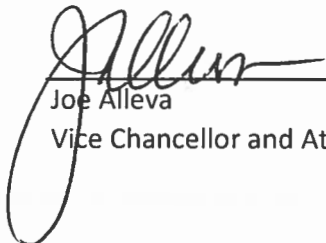
### Notes

(a) Coach Brock's previous two year contract will expire on June 30, 2018. The new contract includes a salary increase. Automobile payment is up to \$1,000/month.

(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

Recommended

  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29<sup>th</sup> day of June 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Russell Brock (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Ninety Thousand and No/100ths dollars (\$90,000.00).
- E. “Start Date”: July 1, 2018.
- F. “End Date”: June 30, 2020.
- G. “Program”: The intercollegiate Women’s Beach Volleyball program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU A&M. It is the goal of the parties that COACH will serve in such position throughout the term of this Agreement. It

is understood, however, that LSU retains the right to assign COACH to other positions within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with COACH's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

**3. Duties and Responsibilities.** As Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the

term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU’s mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
  - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for CCSA Regular Season Champion, the date of the last CCSA game in Team's sport played by any CCSA team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per



contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

**8. Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

B. Mobile communications device and service;

- C. An annual automobile allowance in the amount of \$999 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant

coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered "base pay," "earned compensation," or

“earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

(1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;

- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;

- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or

chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated



termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are

impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President and, if COACH is not in breach of any provision of this

Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the

NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged

humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to

be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.



18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


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

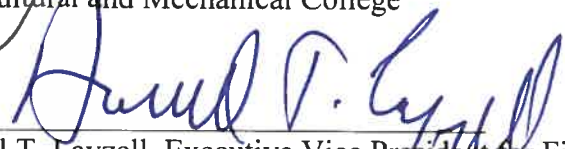
By:

F. King Alexander, President Date  
Louisiana State University System

 6/11/18  
Russell Brock Date

RECOMMENDED:

  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**Schedule A – Supplemental Terms for Russell Brock**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 29, 2018, entered into between LSU and Russell Brock, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
  
2. All other provisions of the Agreement remain unchanged.

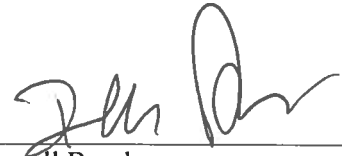
*Approved:*

For LSU by: \_\_\_\_\_

F. King Alexander, President  
Louisiana State University System

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

Russell Brock

 6/11/18



## Summary of Athletic Coaching Contract Yolanda "Nikki" Caldwell, Head Coach Women's Basketball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	<b>6/30/2022</b>	3 years		a
	Base Salary	\$ 350,000	\$ <b>350,000</b>	\$ -	0%	a
	Supplemental Comp.	\$ 350,000	\$ <b>350,000</b>	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 500,000	\$ <b>600,000</b>	\$ 100,000	20%	b
	Academic (max)	\$ 50,000	\$ <b>50,000</b>	\$ -		c
<i>Benefits</i>	Automobile	\$ 9,600	\$ <b>9,600</b>	\$ -		a
	Other					c
	<b>Total Certain Compensation</b>	\$ <b>700,000</b>	\$ <b>700,000</b>	\$ -	<b>0%</b>	<b>d</b>

### Notes

(a) Coach Caldwell's previous five year contract expires on June 30, 2019. The new contract includes a three year extension and a change in liquidated damages for termination of contract by LSU or Coach Caldwell. Automobile payment is up to \$1,000/month.

(b) Post-Season incentives are based on specific goals and amounts set forth in Coach Caldwell's contract.

(c) The Academic Incentive goal is a team APR score of 930.

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

Recommended:

Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections:

Daniel T. Layzell, Executive Vice President for Finance  
and Administration & CFO

Reviewed, No Objections:

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU) and YOLANDA “NIKKI” CALDWELL (Coach), dated the 2<sup>nd</sup> day of April, 2011, was hereby amended as of the 1st day of July, 2014, and is hereby amended as of the 1<sup>st</sup> day of April, 2018 as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
  - B. “President and Chancellor”: The President and Chancellor of LSU A&M.
  - C. “Athletic Director”: The Director of Athletics at LSU A&M.
  - D. “Base Salary Amount”: The annual sum of Three Hundred Fifty Thousand and No/100ths dollars (\$350,000.00).
  - E. “Start Date”: April 1, 2018.
  - F. “End Date”: June 30, 2022.
  - G. “Program”: The intercollegiate Women’s Basketball program at LSU A&M.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Employment.** No Change
3. **Duties and Responsibilities.** No Change
4. **Term.** No Change

5. **Base Salary.** No Change
6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.** No Change
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Assignment and Retirement Benefits.** No Change
12. **Termination.** This Agreement may be terminated by the parties as follows:
  - A. **Termination by LSU for Cause.** No Change
  - B. **Termination by LSU Without Cause.**
    - (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary Amount, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date

shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be \$200,000 per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH, in relation to athletics or athletic-media endeavors, earns, receives, or takes reasonable steps to actually receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU. The mitigation of liquidated damages provision of this subsection shall not be applicable if termination by LSU without cause takes place within one year of the end of the initial term or an extended term.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties

recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause and accepts, during what would otherwise be the remaining term of this Agreement (including any extended term), another coaching position with any other institution of higher education or professional athletic team, or any other athletically-related position (including media and sports marketing), COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH



for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be determined based upon the Contract Year in which notice of termination is given. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. COACH must notify LSU in writing of the payment option she elects on or before the date the first monthly installment would be due. If COACH elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If COACH elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. For purposes of this subparagraph, the first Contract Year will begin on the effective date of this Agreement, and end on June 30, 2019. The second Contract Year will begin on July 1, 2019 and end on June 30, 2020, with each subsequent Contract Year beginning on July 1 and ending on June 30 of the following year; provided however, that no liquidated damages shall be due if notice of termination is given by Coach after the end of the season during the Final Contract Year. The amount of liquidated damages shall be:

<i>Amount</i>	<i>Contract year when notice of termination given</i>
a. \$200,000	First Contract Year
b. \$200,000	Second Contract Year
c. \$200,000	Third Contract Year
d. \$0	Fourth Contract Year

- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the Athletic Director, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term (including any extended term) would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty. COACH recognizes that his promise to work for LSU until its expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. COACH also recognizes that LSU is making a highly

valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses, including but not limited to (i) searching for, recruiting and hiring a replacement for COACH, (ii) relocating a replacement employee, and (iii) buying out the contract, if necessary, of a replacement employee. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. **Suspension or Other Disciplinary Action.** No Change

E. **Termination by Death or Disability.** No Change

F. **Waiver of Claims.** No Change

G. **Key Man Insurance.** No Change

13. **Retention and Return of all Materials, Records, and Other Items.** No Change
14. **Non-Assignment.** No Change
15. **Entire Contract.** No Change
16. **Amendments to Contract.** No Change
17. **Severability.** No Change
18. **No Waiver of Default.** No Change
19. **Sovereign Immunity Not Waived.** No Change
20. **"Force Majeure" Clause.** No Change
21. **Governing Law and Venue.** No Change


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

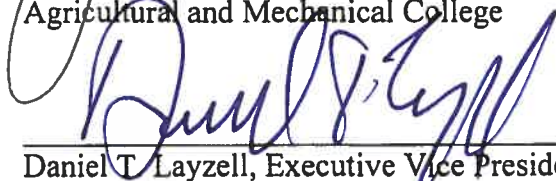
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University

  
\_\_\_\_\_  
Yolanda "Nikki" Caldwell

RECOMMENDED:

  
\_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Athletic Director  
Louisiana State University and  
Agricultural and Mechanical College

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration & CFO  
Louisiana State University and  
Agricultural and Mechanical College

**Schedule A – Supplemental Terms for Yolanda “Nikki” Caldwell**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 2, 2011, hereby amended as of the 1<sup>st</sup> day of April, 2018, entered into between LSU and Yolanda “Nikki” Caldwell, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.


1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts (such amounts being cumulative), and based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation paid shall be \$600,000 per contract year:

a)	SEC Regular Season Champion	\$ 50,000
b)	SEC Tournament Champion	\$ 50,000
c)	NCAA Tournament Appearance	\$ 50,000
d)	NCAA Sweet Sixteen Appearance	\$ 75,000
e)	NCAA Final Four Appearance	\$ 75,000
f)	NCAA National Champion	\$150,000
g)	SEC Coach of the Year (as voted by the SEC Coaches)	\$ 50,000
h)	National Coach of the Year (Naismith Women’s College Coach of the Year)	\$100,000


2. All other provisions of the Agreement remain unchanged by this Schedule A.

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

By: \_\_\_\_\_  
F. King Alexander, President and Chancellor  
Louisiana State University

  
\_\_\_\_\_  
Yofanda "Mikki" Caldwell.

RECOMMENDED:

  
\_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Athletic Director  
Louisiana State University and  
Agricultural and Mechanical College

\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration & CFO  
Louisiana State University and  
Agricultural and Mechanical College



## Summary of Athletic Coaching Contract Sara 'DD' Breaux, Head Coach Gymnastics

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>% Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	6/30/2020	1 year	a
	Base Salary	\$ 250,000	\$ 400,000	\$ 150,000	60% a
	Supplemental Comp.	\$ 25,000	\$ 5,000	\$ (20,000)	-80% a
<i>Incentive</i>	Post-Season (max)	\$ 135,000	\$ 255,000	\$ 120,000	89% b
	Academic (max)	\$ 10,000	\$ 5,000	\$ (5,000)	-50%
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -	0%
	Club Membership	Yes	Yes		
	Other				
<b>Total Certain Compensation</b>		<b>\$ 275,000</b>	<b>\$ 405,000</b>	<b>\$ 130,000</b>	<b>47% d</b>

### Notes

(a) Coach Breaux's contract includes a salary increase. Automobile payment is up to \$1,000/month.

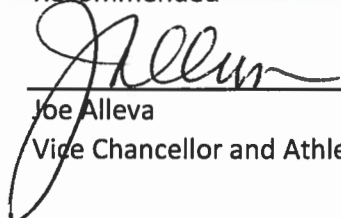
(b) Post Season compensation was adjusted to include the new NCAA Gymnastics Post Season format beginning next season.

(c) Not applicable

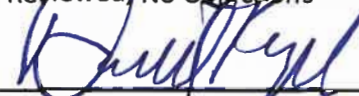
(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended

  
\_\_\_\_\_  
Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance  
and Administration/CFO

\_\_\_\_\_  
Tom Skinner, LSU General Counsel



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29th day of June 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Sara “DD” Breaux (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
  - B. “President”: The President of LSU.
  - C. “Athletic Director”: The Director of Athletics at LSU.
  - D. “Base Salary Amount”: The annual sum of Four Hundred Thousand and No/100ths dollars (\$400,000).
  - E. “Start Date”: July 1, 2018.
  - F. “End Date”: June 30, 2020.
  - G. “Program”: The intercollegiate Women’s Gymnastics program at LSU A&M.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
  
2. **Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
  - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
  - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
  - D. Directing the Program, including management of staff, budget, and other resources;
  - E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
  - F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other

Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;

- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU's reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU's mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision

comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;

N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.

4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

**6. Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per

contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.
- B. Mobile communications device and service;

- C. An annual automobile allowance in the amount not to exceed \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus,



or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

**10. Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

**11. Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this

Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH’s Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

(1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;

- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;

- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or

chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated

termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are



impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement

and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take

such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

- E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages

and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to

be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

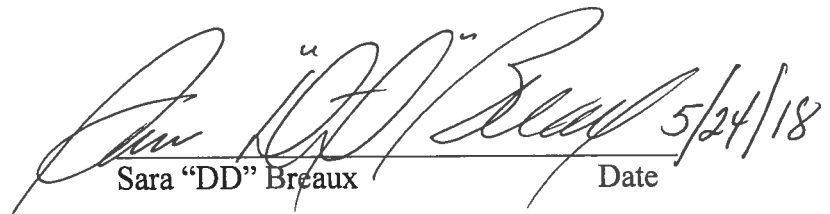
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

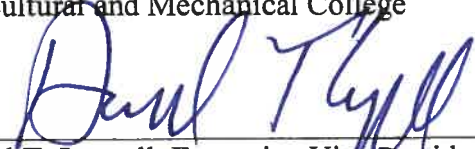
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
F. King Alexander, President                      Date  
Louisiana State University and  
Agricultural and Mechanical College

  
Sara "DD" Breaux    Date 5/24/18

RECOMMENDED:

  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**Schedule A – Supplemental Terms for Sara “DD” Breaux**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2018 entered into between LSU and Sara “DD” Breaux to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through f) shall be \$220,000 per contract year:

a)	SEC Meet Champion	\$ 25,000
b)	SEC Regular Season Champion	\$ 25,000
c)	NCAA Selection	\$ 5,000
d)	NCAA Top 8 Competition	\$ 15,000
e)	NCAA Final 4 Competition	\$ 50,000
f)	NCAA National Champions	\$100,000

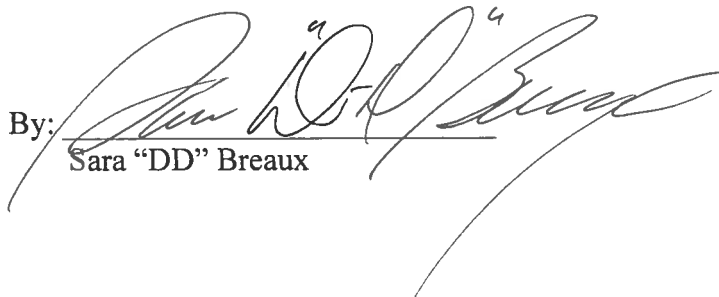
and the following based on recognition (maximum amount \$35,000):

g)	SEC Coach of the Year	\$ 15,000
h)	National Coach of the Year (as named by the NACWGC)	\$ 20,000

2. All other provisions of the Agreement remain unchanged by this Schedule A.

*Approved:*

By: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University and  
Agricultural and Mechanical College

By:   
Sara “DD” Breaux



## Summary of Athletic Coaching Contract

Charles Winstead, Head Coach Men's Golf and Director of Golf

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2021	<b>6/30/2023</b>	2 year		a
	Base Salary	\$ 230,000	\$ <b>250,000</b>	\$ 20,000	9%	a
	Supplemental Comp.	\$ 25,000	\$ <b>25,000</b>	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 50,400	\$ <b>145,000</b>	\$ 94,600	188%	b
	Academic (max)	\$ 5,000	\$ <b>5,000</b>	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ <b>12,000</b>	\$ -		a
	Club Membership	Yes	<b>Yes</b>			a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 255,000</b>	<b>\$ 275,000</b>	<b>\$ 20,000</b>	<b>8%</b>	<b>d</b>

### Notes

(a) This contract includes assigning Coach Winstead as Head Men's Golf Coach and Director of Golf. This contract includes a two year extension and salary increase. Vehicle allowance payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.

(b) Post-season incentive as stated on Schedule A of Coach's contract. Prior amount was based upon Post Season policy.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended:

  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections:

  
 Daniel T. Layzell, Vice President for Finance  
 and Administration

Reviewed, No Objections:

  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29th day of June 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Charles W. Winstead, Jr. (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of:  
  
Two Hundred Fifty Thousand and No/100ths dollars (\$250,000.00) – Effective July 1, 2018 through June 30, 2023.
- E. “Start Date”: July 1, 2018.
- F. “End Date”: June 30, 2023.
- G. “Program”: The intercollegiate Golf program at LSU A&M.
- H. “Team”: The intercollegiate Men’s Golf athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH Head Coach of the Team and Director of Golf. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU A&M.

COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities**. As Head Coach of Team and Director of Program, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU's reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU's mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other

individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
  - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

**6. Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.
- C. COACH will earn or receive a minimum of Twenty Thousand and No/100s (\$20,000) Dollars in Supplemental Compensation during each fiscal year of this Agreement. This compensation shall include: (a) any monetary benefits earned or

received for services to the Tiger Athletic Foundation (TAF) or (b) any monetary benefits earned or received from the University's equipment contracts.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum



score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds;
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee; and
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and

LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

**10. Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

**11. Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH’s Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this

subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or



- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the discretion of the Athletic Director, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to

potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not

otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in

accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of

COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement




16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

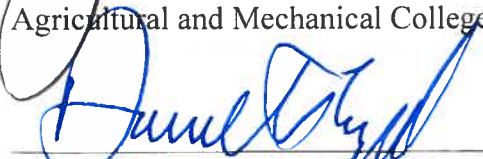
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
F. King Alexander, Ph.D., President    Date

 6-10-18  
Charles W. Winstead, Jr.    Date

RECOMMENDED:

  
\_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**Schedule A – Supplemental Terms for Charles W. Winstead, Jr.**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 29, 2018, entered into between LSU and Charles W. Winstead, Jr., to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through h) shall be \$120,000 per contract year:

a)	SEC Champion	\$ 30,000
b)	Appearance in NCAA Regional	\$ 10,000
c)	NCAA Championships (Stroke Play)	\$ 15,000
d)	NCAA Championships Final Cut Stroke Play Top 15	\$ 10,000
e)	NCAA Match Play	\$ 20,000
f)	NCAA Semifinal Match Play	\$ 10,000
g)	NCAA Championship Match	\$ 10,000
h)	NCAA National Champion	\$ 15,000

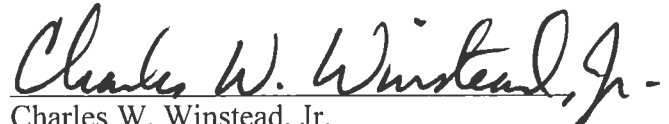
and the following based on recognition (maximum amount \$25,000):

i)	SEC Coach of the Year	\$ 10,000
j)	National Coach of the Year (as named by Golfweek or GCAA)	\$ 15,000


2. All other provisions of the Agreement remain unchanged by this Schedule A.

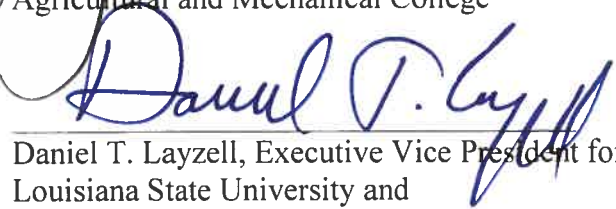
*Schedule A Approved:*

By: \_\_\_\_\_  
F. King Alexander, Ph.D., President

  
Charles W. Winstead, Jr.

RECOMMENDED:

  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



## Summary of Athletic Coaching Contract Garrett Runion, Head Coach Women's Golf

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	n/a	<b>6/30/2021</b>	3 years		a
	Base Salary	\$ 140,000	\$ <b>110,000</b>	\$ (30,000)	-21%	a
	Supplemental Comp.	\$ 5,000	\$ <b>5,000</b>	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 31,200	\$ <b>26,400</b>	\$ (4,800)	-15%	b
	Academic (max)	\$ 5,000	\$ <b>5,000</b>	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ <b>12,000</b>	\$ -		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 145,000</b>	<b>\$ 115,000</b>	<b>\$ (30,000)</b>	<b>-21%</b>	<b>d</b>

### Notes

(a) This contract appoints Coach Garrett Runion to Women's Golf Head Coach. This contract's term is for three years. Automobile payment is up to \$1,000/month.

(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended

Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance and Administration & CFO

Reviewed, No Objections

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29<sup>th</sup> day of June, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Garrett Runion (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of One Hundred Ten Thousand and No/100ths dollars (\$110,000.00).
- E. “Start Date”: June 1, 2018.
- F. “End Date”: June 30, 2021.
- G. “Program”: The intercollegiate Women’s Golf program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President and. COACH will be responsible for the Program at LSU A&M. It is the goal of the parties that COACH will serve in such position throughout the term of this Agreement. It is understood, however, that LSU retains the right to assign COACH to

other positions within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with COACH's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

**3. Duties and Responsibilities.** As Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the



term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU’s mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
- N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.

4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per

contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.
- B. Mobile communications device and service;

- C. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. **Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

**10. Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

**11. Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6

(Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

**12. Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

(1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any



such violation by another person to the President and the Associate Athletic Director for Compliance;

- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of

COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President and or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the

liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental

compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.

- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the Athletic Director, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related



(including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of

perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and

confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.


14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

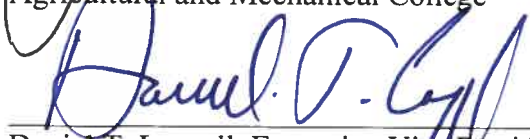
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
F. King Alexander, President      Date  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_ 6.8.18  
Garrett Runion      Date

RECOMMENDED:

 \_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

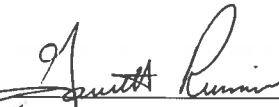
**Schedule A – Supplemental Terms for Garrett Runion**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 29, 2018, entered into between LSU and Garrett Runion to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained. With approval by the Athletic Director, EMPLOYEE may also receive post-season compensation for: SEC/NCAA Coach of the Year awards and/or should he assist men’s golf sport (within NCAA guidelines) with post-season competition. The amount(s) of this competition will be determined by the Athletic Director.
2. All other provisions of the Agreement remain unchanged by this Schedule A.

*Schedule A Approved:*

For LSU by: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

By:  \_\_\_\_\_  
Garrett Runion



## Summary of Athletic Coaching Contract Julia Sell, Co-Head Coach Women's Tennis

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2018	6/30/2021	3 years		a
	Base Salary	\$ 115,000	\$ 115,000	\$ -	0%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 27,600	\$ 100,000	\$ 72,400	262%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Club Membership	Yes	Yes			a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>0%</b>	<b>d</b>

### Notes

(a) Coach Sell's contract is for three years with no change in base salary. Automobile allowance is up to \$1,000/month.

(b) Post-season incentive changed from an amount based on Board Policy to fixed amounts that are outlined on Schedule A of the contract.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended:

  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections:

  
 Daniel T. Layzeli, Executive Vice President for Finance  
 and Administration/CFO

Reviewed, No Objections:

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29<sup>th</sup> day of June, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Julia Sell (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of One Hundred Fifteen Thousand and No/100ths dollars (\$115,000.00).
- E. “Start Date”: July 1, 2018.
- F. “End Date”: June 30, 2021.
- G. “Program”: The intercollegiate Women’s Tennis program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President and. COACH will be responsible for the Program at LSU A&M. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other

Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;

- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU's reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU's mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision

comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
- N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.

4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of

COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.

- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject

to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.
- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and

- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. **Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant



coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered "base pay," "earned compensation," or

“earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

(1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;

- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;

- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or

chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated

termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President and or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are



impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the Athletic Director, if COACH is not in breach of any provision of this

Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the

NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged

humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to

be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

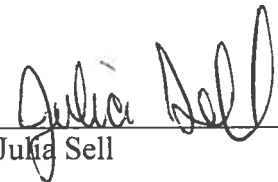
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

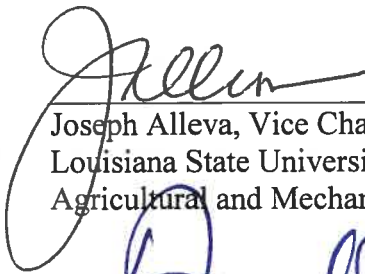
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

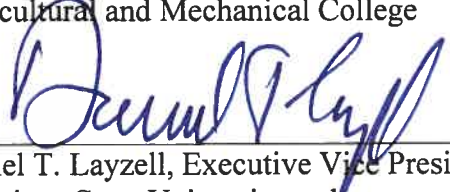
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
F. King Alexander, President      Date  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_  
Julia Sell      5-21-2018  
Date

RECOMMENDED:

 \_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**Schedule A – Supplemental Terms for Julia Sell**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 29, 2018, entered into between LSU and Julia Sell to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through g) shall be \$75,000 per contract year:

- a) SEC Champion \$ 10,000
- b) Appearance in NCAA Tournament \$ 5,000
- c) NCAA Final 32 \$ 5,000
- e) NCAA Final 16 \$ 10,000
- f) NCAA Final 4 \$ 20,000
- g) NCAA National Champion \$ 25,000

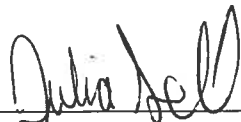
and the following based on recognition (maximum amount \$25,000):

- i) SEC Coach of the Year \$ 10,000
- j) National Coach of the Year (as named by the ITA) \$ 15,000

2. All other provisions of the Agreement remain unchanged by this Schedule A.

*Schedule A Approved:*

For LSU by: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

By:  \_\_\_\_\_  
Julia Sell



## Summary of Athletic Coaching Contract

### Michael Sell, Co-Head Women's Tennis Coach

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2018	6/30/2021	3 year		a
	Base Salary	\$ 115,000	\$ 115,000	\$ -	0%	a
	Supplemental Media Comp.	\$ 5,000	\$ 5,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 27,600	\$ 100,000	\$ 72,400	262%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					
<b>Total Certain Compensation</b>		<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>0%</b>	<b>c</b>

#### Notes

(a) Coach Sell's contract is for three years with no change in base salary. Automobile allowance is up to \$1,000/month.

(b) Post-season incentive changed from an amount based on Board Policy to fixed amounts that are outlined on Schedule A of this contract.

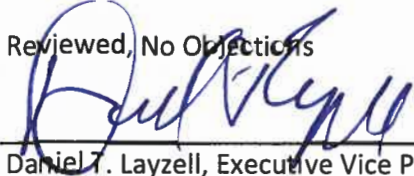
(c) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.


Recommended

  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections

  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29<sup>th</sup> day of June, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Michael Sell (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of One Hundred Fifteen Thousand and No/100ths dollars (\$115,000.00).
- E. “Start Date”: July 1, 2018.
- F. “End Date”: June 30, 2021.
- G. “Program”: The intercollegiate Women’s Tennis program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President and. COACH will be responsible for the Program at LSU A&M. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other

Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;

- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU's reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU's mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision

comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
- N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.

4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of

COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.

- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject



to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.
- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and

- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. **Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant

coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered "base pay," "earned compensation," or

“earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

(1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;

- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;

- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or

chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated



termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President and or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are

impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the Athletic Director, if COACH is not in breach of any provision of this

Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the

NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged

humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to

be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

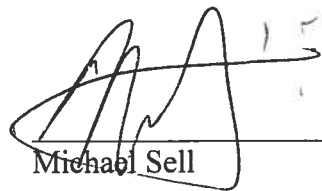


18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

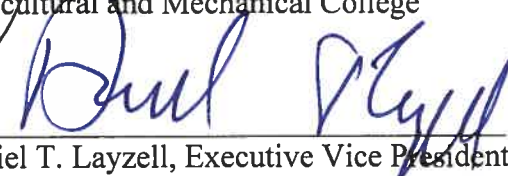
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
F. King Alexander, President      Date  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_  
Michael Sell      Date  
5/19/18

RECOMMENDED:

  
\_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**Schedule A – Supplemental Terms for Michael Sell**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 29, 2018, entered into between LSU and Michael Sell to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through g) shall be \$75,000 per contract year:

- a) SEC Champion \$ 10,000
- b) Appearance in NCAA Tournament \$ 5,000
- c) NCAA Final 32 \$ 5,000
- e) NCAA Final 16 \$ 10,000
- f) NCAA Final 4 \$ 20,000
- g) NCAA National Champion \$ 25,000

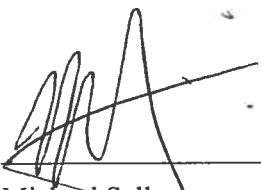
and the following based on recognition (maximum amount \$25,000):

- i) SEC Coach of the Year \$ 10,000
- j) National Coach of the Year (as named by the ITA) \$ 15,000

2. All other provisions of the Agreement remain unchanged by this Schedule A.

*Schedule A Approved:*

For LSU by: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

By:  \_\_\_\_\_  
Michael Sell



**Request from LSU Alexandria to Approve Amended Employment Contract with Larry M. Cordaro, Head Coach Men’s Basketball**

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

**Date: June 29, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

This resolution seeks approval of the proposed employment contract for Larry M. Cordaro, Head Coach Men’s Basketball. The key terms of his proposed contract are summarized below:

		Current	Proposed	Notes
<i>Basic</i>	Term	6/30/2020	6/30/2021	a
	Base Salary	\$ 70,000	\$80,000	a
<i>Incentive</i>	Post-Season (max) Per Year	\$ 2,000	\$ 2,000	b
	Coach of the Year Per year	\$ 1,500	\$ 1,500	b
	Academic (max) Per Year	\$ 500	\$ 500	b
	Community Outreach Per Year	\$ 500	\$ 500	b
<b>Total Certain Compensation</b>		<b>\$ 70,000</b>	<b>\$80,000</b>	c

Notes:

- a. Coach Cordaro’s proposed contractual start date is July 1, 2018. LSUA agrees to pay Cordaro a base salary of \$80,000 for the period of July 2018 - June 2021.
- b. Per Coach Cordaro’s contract, he will receive set amounts for team achievements and for reaching post-season goals.
- c. Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any incentive or fringe benefits although the Coach may receive various amounts of compensation every year for post season competition, academic incentives or other incentives.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. It is not expected that any foundation dollars will be needed to provide for any supplemental compensation. No state general fund or tuition dollars are used.

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

The Office of General Counsel and the Office of Human Resource Management at LSU Alexandria have reviewed the proposed contract.

#### **ATTACHMENTS**

- I. Amended Employment Contract: Larry M. Cordaro, Head Coach Men's Basketball

#### **RECOMMENDATION:**

Based on the recommendations of the Chancellor and Athletic Director, it is recommended that the Board authorize the President to sign the amended employment agreement with Larry M. Cordaro, Head Coach Men's Basketball.

#### **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 employment agreement of Head Coach Larry M. Cordaro as described in this item, and to include in such contracts any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF RAPIDES

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of July 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Guiyou Huang, its duly authorized Chancellor, and Larry M. Cordaro (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
  - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
  - b. “Chancellor”: The Chancellor of LSUA
  - c. “Athletic Director”” The Director of Athletics at LSUA.
  - d. “Base Salary Amount:” The annual sum of Eighty Thousand Dollars (\$80,000).
  - e. “Start Date:” July 1, 2018
  - f. “End Date:” June 30, 2021
  - g. “Program”: The intercollegiate Men’s Basketball program at LSUA.
  - h. “Team”: The intercollege athletic team which is a part of the Program
2. **Employment.** LSUA does hereby employ COACH as Head Coach of the Team.

COACH will report directly to the Athletic Director and through the Athletic Director to the Chancellor. COACH will be responsible for the Program at LSUA. It is the goal of the parties that COACH will serve in such position throughout the term of this

Agreement. It is understood, however, that LSUA retains the right to reassign COACH to other positions within LSUA with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with COACH's education and training. COACH hereby agrees to accept such employment and devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the President and the Athletic Director.
  - a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
  - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
  - c. Hiring and managing the assistant coaches and other staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
  - d. Directing the program, including management of staff, budget, and other resources;
  - e. Being reasonably knowledgeable, with reasonable assistance of LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA's reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSUA's mission (provided said mission is reasonable and communicate to COACH in writing);
- k. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSUA;
- l. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH'S control, authority, or supervision



comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;

- m. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
  - n. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the department of athletics and LSUA;
  - o. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA member institutions
4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before End Date.
5. **Base Salary.** LSUA agrees to pay COACH the Base Salary Amount, in twelve (12) equal monthly installments:
6. **Supplemental Compensation.** NONE.
7. **Incentive Compensation.**

a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, LSUA agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSUA and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUA as of the date on which the incentives are earned.

i. **Red River Athletic Conference Regular Season Championship**

Five Hundred and No/100 dollars (\$500)

ii. **Red River Athletic Conference Tournament Championship**

Five Hundred and No/100 dollars (\$500)

iii. **National Association of Intercollegiate Athletics National Tournament**

Two Hundred and No/100 dollars (\$200) per win, maximum of One Thousand and No/100 dollars (\$1,000)

b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 2.8 mark for the Fall and Spring semesters combined in any one contract year, LSUA agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for LSUA is released while COACH is employed at LSUA and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSUA and the foundation. To be eligible for such compensation, COACH must be employed by LSUA as of the date on which the incentives are earned.

c. **Coach of the Year Compensation.** In the event COACH is named “Coach of the Year” by any of the organizations outlined below, LSUA agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as “Coach of the Year” announces such while COACH is employed at LSUA and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of LSUA and the foundation. To be eligible for such compensation, COACH must be employed by LSUA as of the date on which the incentives are earned.

i. **Red River Athletic Conference, Louisiana Sports Writers’ Association, Louisiana Basketball Coaches’ Association** – Five Hundred and No/100 dollars (\$500)

NOTE: This incentive may be achieved a maximum of one (1) time by receiving award from any

one of the three (3) organizations listed. Receiving award from two or more of the organizations listed will result in incentive being payable to COACH only one (1) time.

ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1,000)

d. **Community Outreach Incentive Compensation.** In the event the Program performs and documents a minimum of three (3) community service projects in any one contract year, LSUA agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the third (3<sup>rd</sup>) project is documented while COACH is employed at LSUA and shall be paid within sixty (60) days of such date. Community Outreach Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSUA and the foundation. To be eligible for such compensation, COACH must be employed by LSUA as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSUA employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSUA policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSUA in the foundation.

a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used

exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.

- b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.

9. **Additional Revenue.**

Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. LSUA does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such camps or clinic to any other person or entity, without the prior written approval of the Chancellor.

11. **Assignment and Retirement Benefits.**

- a. **Assignment.** To the extent permitted by law, COACH may require LSUA to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to approval of LSUA, which approval shall not be unreasonably withheld.
- b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such entity is under the control of COACH or not, sums paid or authorized under section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Postseason Incentive Compensation earned pursuant to section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

- a. **Termination by LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the Chancellor, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH’s Base Salary Amount, Supplemental Compensation (if any), and all

other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSUA shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSUA in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing to promptly report any such violation by another person to the Athletic Director
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSUA; (ii) brings COACH into substantial public repute sufficient to materially impair COACH’s

ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSUA;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSUA's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSUA, the NAIA, or the RRAC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein



or at any prior employment at any other institution of higher learning propounded by LSU, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

(10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;

(11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority or supervision to furnish such information or data;

(12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;

- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use or possession of which by COACH is prohibited by law or Governing Athletic Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistance coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletic Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or

determinations of violations during employment of COACH at any other institution of higher education); or

- (17) Failing to report promptly to the Athletic Director any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSUA. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**b. Termination by LSU without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event LSUA will pay COACH liquidated damages, in

lieu of any and all other remedies or equitable relief as detailed below. In the event of termination by LSUA without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSUA shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated. Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSUA's obligations pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment COACH will notify LSU and provide any and all documentation requested by LSU to

determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSUA prior to its expiration by lapse of them would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSUA without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**c. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which shall be no later than thirty days after the written notice is provided to LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be

reliable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

(2) Liquidated damages under this Section 12.C shall be zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSUA in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

(3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determines that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSUA if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting

a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSUA to incur administrative, recruiting, and resettlements costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Chancellor and the Athletic Director.

**d. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSUA may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSUA, which shall not be exercised arbitrarily or capriciously.
- (2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether

COACH has violated any laws or Governing Athletic Regulations. During such suspension, COACH, shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSUA shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSUA to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- e. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reasons of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement



shall terminate as a termination with cause and all future obligations between the parties shall cease upon termination date reasonably.

- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSUA shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustain by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSUA or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedure established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further

acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSUA.

13. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA which were issued to or are in the possession of COACH.

14. **Annual Leave and Overtime.** Because of the specific nature of COACH's job duties and the irregular times during which COACH will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), COACH will not earn or accrue annual leave, nor will COACH be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. COACH's Base Salary has been mutually negotiated with this understanding, and both COACH and LSUA agree that the Base Salary Amount would be less if COACH were entitled to earn annual leave.

- a. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent

jurisdiction over such matters, or publishes a formal written opinion or decision that Louisiana law requires COACH to earn annual leave, and such rule or opinion is binding on LSUA or LSUA otherwise determine to comply with the opinion or ruling, then COACH's Base Salary shall be reduced by the dollar value of the annual leave for which COACH is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which COACH's earning of annual leave is calculated to begin, and COACH shall repay to LSU the amount of the reduction. COACH shall pay LSUA any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by COACH and LSUA) from the date on which the COACH is given notice that he will be credited with annual leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallow by law, COACH may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 14.

- b. COACH will accrue and use sick leave in accordance with LSUA policy.
- c. COACH is required to receive authorization from the Athletic Director (or the Athletic Director's designee) prior to being absent from COACH's usual duties and responsibilities which authorization shall not be unreasonably withheld.

**15. Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.

16. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSUA and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own perspective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement.
17. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSUA through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSUA of any rights to claim such exemptions, privileges and immunities as may be provided by law.

21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in Rapides Parish, Louisiana.

The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

By: \_\_\_\_\_  
F. King Alexander, President      Date  
Louisiana State University and  
Agricultural and Mechanical College

By: \_\_\_\_\_  
Larry M. Cordaro      Date

RECOMMENDED:

\_\_\_\_\_  
Adam Jonson, Director of Athletics  
Louisiana State University of Alexandria

\_\_\_\_\_  
Guiyou Huang, Chancellor  
Louisiana State University of Alexandria



**LSU Board of Supervisors Meeting**

**Friday, 6/29/2018**

**12:30 - 3:00 PM CT**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on May 4, 2018  
*BOS Meeting Minutes.05042018*
4. Personnel Actions Requiring Board Approval  
*BoS\_June2018\_Personnel requiring BoS Approval v2*
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Committee Reports
8. Chairman's Report
9. Adjournment

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i. Recommendation to Approve Conferral of Degrees at Spring Commencement Exercises	
ii. Request from LSU A&M for Approval of a Letter of Intent to Establish a PhD in Experimental Statistics	
iii. Request from LSU A&M for Continued Approval of 5 Centers	
iv. Request from LSU Health Sciences Center New Orleans for Continued Approval of the Cardiovascular Center of Excellence	
v. Request from LSU A&M to Establish 3 Endowed Professorships	
vi. Request from the LSU Agricultural Center to Establish the Sterling C. Bain Professorship in Sugarcane Production	
vii. Request from LSU A&M to Change the Name of the Distinguished Chair in Finance to the Norman V. Kinsey Distinguished Chair in Finance	
viii. Request from LSU A&M to Name 2 Facilities	
ix. Request from LSUHSC-NO to Award a Posthumous Degree	
B. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE	
B1. Presentation on Technology Transfer Metrics and LIFT2 Awards	
C. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE	



- C1. Request from LSU A&M to Approve an Amendment to FY 2018 Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
- D. PROPERTY AND FACILITIES COMMITTEE
- D1. Request from LSUHSC – New Orleans to Enter into a Cooperative Endeavor Agreement with Louisiana Department of Public Safety Office of State Police to Occupy Office Space at the LSUHSC – New Orleans in Exchange for Security Services
- D2. Request from LSUHSC – New Orleans to Enter into an Agreement with the Board of Supervisors of the University of Louisiana System for the Lease of Office Space in the Seton Building
- D3. Request from LSUHSC – New Orleans to Enter into an Agreement with the LSU Health Foundation for the Intent to Lease of the Dibert, Butterworth, Hutchinson and L&M Buildings
- D4. Status Report on Housing, Parking, and Energy Management
- E. ATHLETIC COMMITTEE
- E1. Request from LSU A&M to Approve a New Employment Contract with Mary "Fran" Flory, Head Coach Volleyball
- E2. Request from LSU Eunice to Approve the Employment Contracts with Head Coaches Byron Starks, Ian McGimsey, and Josh McReynolds
- F. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE
- F1. NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A)(2).
- 10. Chairman's Report
- 11. Adjournment

MINUTES

REGULAR BOARD MEETING

May 4, 2018

1. Call to Order and Roll Call

Mr. Stephen Perry, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the the University Administration Building, Baton Rouge, Louisiana, on May 4, 2018 at 1:24 p.m.

The secretary called the roll.

PRESENT

Mr. Stephen Perry  
Chair  
Mr. Scott Ballard  
Past Chair  
Mr. Blake Chatelain  
Mr. Lee Mallett  
Mr. Jim McCrery  
Ms. Mary L. Werner  
Ms. Lauren Johnson

Mr. James Williams  
Chair-Elect  
Mr. Ronnie Anderson  
Mr. Glenn Armentor  
Mr. Stanley J. Jacobs  
Mr. Rolfe McCollister  
Mr. James W. Moore  
Mr. Robert "Bobby Yarborough

ABSENT

Ms. Ann Duplessis

Ms. Valencia Sarpy Jones

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

2. Invocation and Pledge of Allegiance

Mr. Perry, Chair, recognized Chancellor Guiyou Huang, Chancellor of LSUA. Chancellor Huang introduced the two (2) student representatives and one (1) coach addressing the Board.

Mr. Anthony Stove gave the Invocation. Mr. Colby Kip Harrison led the Pledge of Allegiance.

Men's Basketball Coach Larry Cordaro presented to the Board.

3. Approval of the Minutes of the Board Meeting held on March 16, 2018

Upon motion of Ms. Johnson, seconded by Mr. Jacobs, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on March 16, 2018.

4. Personnel Actions Requiring Board Approval

Mr. Perry, Chair, requested approval of the Personnel Actions.

Upon motion of Mr. Chatelain, seconded by Mr. McCollister, the Board voted unanimously to approve the Personnel Actions Requiring Board Approval as presented.

5. Reports from Staff Advisors and Faculty Advisors

Dr. Ken McMillan, Council of Faculty Advisors gave an informational report. Michelle Lowery, Council of Staff Advisors gave an informational report.

6. President's Report

Dr. F. King Alexander, President of LSU, advised the Board on various matters including:

Dr. Alexanders provided an update on the legislative session and the impact of the budget on our institutions and medical school residents.

Dr. Alexander recognized Gaby Gonzalez, LSU's newest inductee into the National Academy of Sciences.

Dr. Alexander presented a video from the Patrick F. Taylor Ribbon Cutting Ceremony.

Dr. Alexander presented a video recapping LSU Day at the Capitol.

Dr. Alexander mentioned LSU is ranked a top 50 institution in research output.

Dr. Alexander noted the quiet phase of our capital campaign is moving forward and will ultimately be a \$1.5 billion campaign.

Dr. Alexander reported on the status of enrollment numbers for the upcoming academic year.

Dr. Alexander mentioned the increase in graduation rates for all campuses.

Dr. Alexander recognized:

Dr. Ghali E. Ghali, Chancellor for LSUHSC-S, for an update on the hospital partnerships in Shreveport and Monroe.

Dr. Bill Richardson, Vice President for Agriculture and Dean of the College of Agriculture, for an update on the mitigation bank and therapeutic cannabis program.

Mrs. Jennie Stewart, Title IX Coordinator, introduced Jeff Scott the newly hired Title IX Lead Investigator.

7. Reports to the Board

a. FY18 3rd Quarter Consolidated Investment Report

b. 2017-18 3rd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval

8. Committee Reports

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

8A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Armentor, Chair of the Academic and Student Affairs, Achievement and Distinction Committee, reported the Committee received two (2) requests for Board approval and nine (9) consent agenda items.

8A1. Request from LSU A&M to Establish the MS in Athletic Training

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

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request to establish a Master of Science in Athletic Training at LSU A&M, subject to approval by the Louisiana Board of Regents.

8A2. Request from LSU A&M to Reconfigure the PhD in Geography & Anthropology into a PhD in Geography and a PhD in Anthropology

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

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request to reconfigure the PhD in Geography & Anthropology into a PhD in Geography (CIP: 45.0701) and a PhD in Anthropology (CIP: 45.0201) at Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.

8A3. CONSENT AGENDA

- i. Recommendation to Approve Conferral of Degrees at Spring Commencement Exercises
- ii. Request from LSU A&M for Approval of a Letter of Intent to Establish a PhD in Experimental Statistics
- iii. Request from LSU A&M for Continued Approval of 5 Centers
- iv. Request from LSU Health Sciences Center New Orleans for Continued Approval of the Cardiovascular Center of Excellence
- v. Request from LSU A&M to Establish 3 Endowed Professorships
- vi. Request from the LSU Agricultural Center to Establish the Sterling C. Bain Professorship in Sugarcane Production
- vii. Request from LSU A&M to Change the Name of the Distinguished Chair in Finance to the Norman V. Kinsey Distinguished Chair in Finance
- viii. Request from LSU A&M to Name 2 Facilities
- ix. Request from LSUHSC-NO to Award a Posthumous Degree

Upon motion of Mr. Moore, seconded by Ms. Johnson, the Committee voted unanimously to approve the Consent resolutions:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2018 spring commencement exercises (May 10, 11, 13, 17, and 26).

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Doctor of Philosophy in Experimental Statistics at LSU A&M, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request for Continued Approval of the Center for Geoinformatics from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request for continued approval of the John P. Laborde Energy Law Center from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request for continued approval of the Life Course and Aging Center from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request for continued approval of the Center for Computation and Technology from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request for Continued Approval of the Turbine Innovation and Energy Research Center from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center New Orleans for an additional five-year period reauthorization of the Cardiovascular Center of Excellence, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish the following 3 endowed professorships, subject to approval by the Louisiana Board of Regents:

- a) Ourso Professorship of Communication Studies #3
- b) Joan Pender McManus Distinguished Professorship in the School of Education
- c) Dr. William R. Lee Professorship in Genetics

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Agricultural Center to establish the Sterling C. Bain Professorship in Sugarcane Production, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request to change the name of the Distinguished Chair in Finance in the E. J. Ourso College of Business to the Norman V. Kinsey Distinguished Chair in Finance, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU A&M to name the following 2 facilities:

- 1) Dr. Monroe J. Rathbone Jr. & Mrs. Barbara F. Rathbone Cadaver Laboratory
- 2) Mike Moore Softball Performance Center

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby authorize and award the degree of Master of Health Sciences, posthumously, to Mr. Jacob Mizelle, to be presented to his family at the LSUHSC-NO School of Allied Health Professions graduation ceremonies in May, 2018.

Mr. Armentor asked for a motion to adjourn the committee meeting.

Upon motion of Mr. Moore, seconded by Ms. Johnson, the committee voted unanimously to adjourn the meeting.

**B. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE**

Mr. Mallett, Chair of the Research and Economic Committee, reported the Committee received one (1) presentation.

**B1. Presentation on Technology Transfer Metrics and LIFT2 Awards**

Mr. Arthur Cooper, CEO of the LSU Research & Technology Foundation, presented to the Board an update on the Research and Technology Foundation. He introduced Dr. Redman and Dr. Martin from Pennington Biomedical Research Center who presented on their LIFT2 grant success and the SmartLoss application.

Mr. Mallett asked for a motion to adjourn the committee meeting.

Upon motion of Mr. Yarborough, seconded by Mr. McCollister, the committee voted unanimously to adjourn the meeting.

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

Mr. Chatelain, Chair of the Finance, Infrastructure, and Core Development Committee, reported the Committee received one (1) request for Board approval.

**C1. Request from LSU A&M to Approve an Amendment to FY 2018 Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

Upon motion of Mr. Mallett, 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 hereby authorizes its President, F. King Alexander, or his designee to execute the amendment to the FY 2018 Cooperative Endeavor Agreement with the LSU Research and Technology Foundation with the effective date established on Board approval and any related documents, and to make any changes that he deems to be in the best interest of the University.

D. PROPERTY AND FACILITIES COMMITTEE

Ms. Werner, Chair of the Property and Facilities Committee, reported the Committee received three (3) requests for Board approval and one (1) presentation.

D1. Request from LSUHSC – New Orleans to Enter into a Cooperative Endeavor Agreement with Louisiana Department of Public Safety Office of State Police to Occupy Office Space at the LSUHSC – New Orleans in Exchange for Security Services

Upon motion of Mr. Jacobs, seconded by Mr. Armentor, 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 F. King Alexander, President, LSU System, to approve the Cooperative Endeavor Agreement to provide office and parking space to the Louisiana State Police in exchange for receipt of security services and emergency response expertise. The cost of renovations and maintenance are to be funded by LSU Health Sciences Center –New Orleans and to be compensated by the Louisiana State Police via in-kind security patrols and Emergency Response expertise.

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

D2. Request from LSUHSC – New Orleans to Enter into an Agreement with the Board of Supervisors of the University of Louisiana System for the Lease of Office Space in the Seton Building

Upon motion of Mr. Yarborough, seconded by Mr. Armentor, 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 F. King Alexander, President, LSU System, to approve the Lease Agreement with the Board of Supervisors of the University of Louisiana System to provide 3,437 square feet of office space for the University of Louisiana – Monroe (ULM) School of Pharmacy at the University Medical Office Building (UMOB). The cost of renovations and maintenance are to be funded by LSU HEALTH NEW ORLEANS and to be compensated by the Board of Supervisors of the University of Louisiana System.

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

D3. Request from LSUHSC – New Orleans to Enter into an Agreement with the LSU Health Foundation for the Intent to Lease of the Dibert, Butterworth, Hutchinson and L&M Buildings

Upon motion of Mr. McCollister, 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 does hereby authorize F. King Alexander, in his capacity as President of LSU, to approve the Intent to Lease Agreement with the LSU Health Foundation, New Orleans (Foundation) for the Dibert, Butterworth, Hutchinson and L&M buildings and land.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of 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, in consultation with General Counsel, to include in the project any and all provisions and stipulations that he deems in the best interest of LSU.

D4. Status Report on Housing, Parking, and Energy Management

Mr. Tony Lombardo, Associate Vice President for Facilities and Property Oversight, presented an update on housing, parking, and energy management initiatives.

Ms. Werner asked for a motion to adjourn the committee meeting.

Upon motion of Mr. Yarborough, seconded by Mr. Jacobs, the committee voted unanimously to adjourn the meeting.

E. ATHLETIC COMMITTEE

Mr. Chatelain, Member of the Athletic Committee, reported the Committee received two (2) requests for Board approval.

E1. Request from LSU A&M to Approve a New Employment Contract with Mary "Fran" Flory, Head Coach Volleyball

Upon motion of Ms. Werner, seconded by Mr. Anderson, 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 contract of Head Coach Mary "Fran" Flory as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

E2. Request from LSU Eunice to Approve the Employment Contracts with Head Coaches Byron Starks, Ian McGimsey, and Josh McReynolds

Upon motion of Mr. Anderson, seconded by Ms. Werner, 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 approve the contracts with Byron Starks, Head Coach Men's Basketball; Ian McGimsey, Head Coach Women's Soccer; and Josh McReynolds, Head Coach Men's Soccer as described in this item, and to include in such contracts and amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



F. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE

Mr. McCrery, Chair of the Healthcare and Medical Education Committee, reported the Committee had one (1) item on the agenda.

F1. NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A)(2).

Mr. Perry, Chair, called for a motion go into Executive Session to discuss potential litigation with our Cooperative Endeavour Agreement (CEA) with the Biomedical Research Foundation (BRF).

Upon motion of Mr. Anderson, seconded by Mr. Ballard, the Board voted unanimously to go into Executive Session. The session informed the Board of the cooperation of the University with the State of Louisiana Division of Administration, the current fiscal impacts on the LSU Health Sciences Center – Shreveport, and the next potential legal course of action with the letter of intent and forthcoming CEA with Ochsner.

The Committee returned from Executive Session. Mr. Perry called for a motion to exit Executive Session.

Upon motion by Mr. Anderson, second by Mr. Yarborough, the Committee voted unanimously to exit Executive Session

10. Chairman's Report

Chair Stephen Perry recognized Ms. Lauren Johnson, Student Board Member for 2017-18 with a Resolution commending her for her service on the Board:

**RESOLUTION OF APPRECIATION TO MS. LAUREN JOHNSON FOR HER SERVICE AS THE STUDENT BOARD MEMBER FOR THE 2017-2018 ACADEMIC YEAR**

**WHEREAS**, Ms. Lauren Johnson, Student Body President at Louisiana State University at Eunice, was elected by the LSU Council of Student Body Presidents as the Student Member of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the 2017-2018 academic year; and

**WHEREAS**, Ms. Johnson has served as an outstanding Supervisor representing the student voice and perspective on matters for Board consideration; and

**WHEREAS**, Ms. Johnson has served with distinction as the Chair of the LSU Council of Student Body Presidents providing leadership on behalf of every LSU campus including meeting with the Department of Education in Washington, D.C. and the Louisiana Legislature to advocate on behalf of student interests; and

**WHEREAS**, Ms. Johnson undertook many initiatives for the betterment of the LSUE community during her time in office, including establishing LSUE's first University-sanctioned homecoming, the creation of a student lounge in the Acadian Center, planning and implementing the return of the longstanding tradition of the Miss LSUE Pageant, and recruiting over sixty students to run for an SGA legislative office.

**WHEREAS**, her numerous contributions have earned Ms. Johnson the respect and admiration of her colleagues on this Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College commends Ms. Lauren Johnson for her service on this Board and wishes her great success in her future endeavors.

**BE IT FURTHER RESOLVED** that a copy of this resolution be presented to Ms. Johnson as an expression of gratitude and that this resolution be entered into the permanent record of the Board of Supervisors.

Chair Mr. Perry recognized Mr. Stanley Jacobs, Mr. Rolfe McCollister, Mr. Lee Mallett, Mr. Jim McCrery, Ms. Ann Duplessis, Mr. Mary L. Werner, and Mr. Scott Ballard for the service to the LSU Board of Supervisors.

The Chair Mr. Perry announced the next Board of Supervisors meeting will be held in Baton Rouge at the LSU Administration Building on June 29, 2018.

11. Adjournment

Chairman Mr. Perry asked for a motion to adjourn with no further business before the Board. Upon motion by Mr. Anderson, seconded by Mr. Yarborough, the meeting was adjourned.

Stephanie Tomlinson  
Executive Assistant  
LSU Board of Supervisors

Personnel Actions Requiring Board Approval  
per PM-69

June 29, 2018

Personnel Actions Requiring Board Approval per PM-69  
June 29, 2018

**LSU A&M**

**Reassignment**

<u>Name</u>	<u>Current Title</u>	<u>Proposed Title</u>	<u>Effective Date</u>
Karen Bahnsen	Head Coach – Women’s Golf	Special Assistant to the Athletic Director for Donor Relations	6/1/2018

**Coach Contracts<sup>1</sup>**

<u>Name</u>	<u>Title</u>	<u>Term</u>		<u>Total Certain Compensation<sup>2</sup></u>		
		<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Gregory Heiar	Assistant Coach Men’s Basketball	6/30/2019	6/30/2020	\$300,000	\$350,000	17%

Notes:

1. Coaching contracts contained in this report include those coaches other than Head Coach with a total certain compensation between \$250,000 and \$1,000,000. Head Coach contracts and other coaching contracts exceeding \$1 million total certain compensation are presently separately as Board resolutions under the Athletics Committee Agenda.



## Summary of Athletic Coaching Contract Gregory Heiar, Assistant Coach Men's Basketball

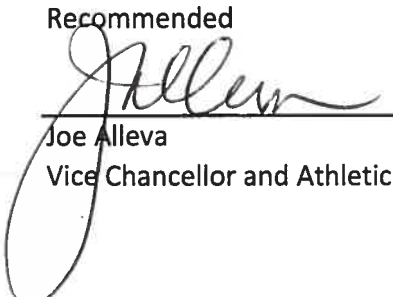
		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>% Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	6/30/2020	2 Year	a
	Base Salary	\$ 300,000	\$ 350,000	\$ 50,000	17% a
	Supplemental Media Comp.			\$ -	
<i>Incentive</i>	Post-Season (max)	\$ 72,000	\$ 84,000	\$ 12,000	17% b
	Academic (max)	\$ -	\$ -	\$ -	
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -	a
	Other				c
<b>Total Certain Compensation</b>		<b>\$ 300,000</b>	<b>\$ 350,000</b>	<b>\$ 50,000</b>	<b>17%</b>

Notes

(a) This contract adds one year and it also includes a base salary adjustment. Automobile payment is up to \$800/month.

(b) Post-season incentive is based on current Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

Recommended

  
\_\_\_\_\_  
Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance  
and Administration/CFO

Reviewed, No Objections

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 29<sup>th</sup> day of June, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a corporate body existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Gregory John Heiar (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars.
- E. “Start Date”: May 1, 2018.
- F. “End Date”: June 30, 2020.
- G. “Program”: The intercollegiate Men’s Basketball program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as an Assistant Coach of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement. It is understood, however, that LSU retains the

*GH*

*AL*

right to assign Employee to other positions within LSU with different duties without penalty during the term of this Agreement, provided that Employee will not be assigned to any position which is not consistent with Employee's education and training. EMPLOYEE hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities**. As Assistant Coach of Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- D. Complying with all Governing Athletics Regulations;

- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, and upholding LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;



- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
  - L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU; and
  - M. Performing all other reasonable duties customarily performed by intercollegiate basketball assistant coaches of commensurate position serving other NCAA member institutions.
4. **Term.** The term (the “Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party at least thirty (30) days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies.

6. **Supplemental Compensation.** This section left intentionally blank.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and

EMPLOYEE: GLT

LSU: ML

procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. EMPLOYEE acknowledges that no retirement contribution shall be withheld from any Supplemental Compensation or Academic Incentive Compensation, and further that LSU will not, and is not obligated to, make any EMPLOYEE contributions based upon payments other than Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such affiliated foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount determined by the Athletic Director in his sole discretion, but which shall not exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds
- D. EMPLOYEE acknowledges, consents and agrees that all times applicable to his employment with LSU in which he is engaged and/or participating, directly or indirectly, in Team-related and/or LSU-related activities of any kind, EMPLOYEE shall exclusively wear and use athletic apparel and/or athletic related-apparel, including but not limited to shoes, apparel and equipment, as provided by LSU. EMPLOYEE agrees and acknowledges that in furtherance of EMPLOYEE's obligations under this Section 8.D, EMPLOYEE shall take no action or position to conflict with, or appear to conflict with, any Team, LSU, or University related third-party apparel and/or equipment contract and shall take all necessary steps to ensure EMPLOYEE's compliance with LSU related apparel and equipment

contracts. To the extent any uncertainty arises as to whether EMPLOYEE's apparel or equipment activities or decisions may conflict with any third-party apparel or equipment contract with LSU, EMPLOYEE shall be obligated to consult with the Athletic Director to determine if any such conflict exists and shall take any and all necessary steps to comply with the Athletic Director's decision related thereto. In no event shall LSU be liable to the extent EMPLOYEE fails to comply with his apparel and equipment obligations arising and/or contemplated in this Section 8.D

E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE's employment duties and Team-related activities as applicable to EMPLOYEE's employment with LSU.

**9. Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaws 11.2 and 11.3, *et seq.*, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. EMPLOYEE shall

report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all income from sources other than LSU or affiliated foundation(s), and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. Except as provided in this Section 9, LSU does not guarantee any amount of Additional Revenue.

**10. Sports Camps.** Subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

**11. Assignment and Retirement Benefits.**

Sums, if any, paid or authorized under Section 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement system contributions by EMPLOYEE or LSU or in the computation of retirement benefits payable to EMPLOYEE. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the

purpose of computation of retirement system contributions by EMPLOYEE or by LSU or in the computation of benefits, all subject to the limitations of state retirement law.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

(1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by

another person to the Athletic Director and the Associate Athletic Director for Compliance;

- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its knowledge or consent, which will not unreasonably be withheld;
- (7) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records



pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (9) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under

EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of

EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known, and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of

termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental

compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

**C. Termination by EMPLOYEE Without Cause.**

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of

termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C shall be (i) fifty 50% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a coaching position with another Southeastern Conference basketball program; or (ii) twenty (20%) percent of the remaining guaranteed compensation due under the contract if hired for a coaching position with a basketball program outside of the Southeastern Conference. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.
- (3) Liquidated damages under this Section 12.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of

service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches. Liquidated damages under this Section 12.C shall be waived if EMPLOYEE accepts a Head Coach position with a Division 1 NCAA Basketball program or a coaching position with the National Basketball Association (NBA) franchise.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes

that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.



**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this sub-section shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.
- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by

the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside

activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, Team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will not earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice

that he will be credited with annual leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 14.

- B. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- C. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities.

15. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of

Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or

flood or any requirement of law, legislative enactment, or executive order, or an act of God.

21. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall only be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

[Signature Page Follows]

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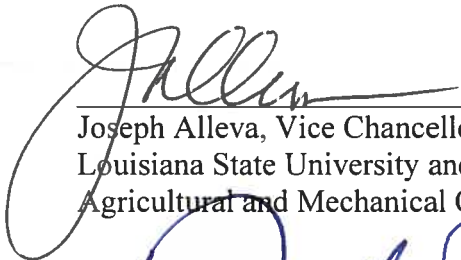
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

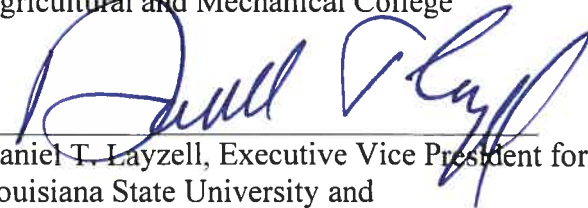
BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_ Date \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University and  
Agricultural and Mechanical College

  
\_\_\_\_\_  
Gregory Joan Heiar Date 6-7-2018

RECOMMENDED:

  
\_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Athletic Director  
Louisiana State University and  
Agricultural and Mechanical College

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**Schedule A – Supplemental Terms for Gregory John Heiar**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 29, 2018, entered into between LSU and Gregory John Heiar, to which it is attached and incorporated for all purposes (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged.

*Approved:*

For LSU by:

\_\_\_\_\_  
F. King Alexander, Ph.D., President  
Louisiana State University System

By:

  
\_\_\_\_\_  
Gregory John Heiar